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COPY



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

Regular Meeting -- Wednesday, March 18, 2026

at 10:00 A.M.

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

OFFICIAL RECORD.

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, March 18, 2026

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Attendance At Meeting.

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

Absent -- None.

Call To Order.

On Wednesday, March 18, 2026 at 10:24 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons Hopkins, Dowell, Yancy, Mitchell, Harris, Chico, Lee, Ramirez, Quinn, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 43.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderperson La Spata submitted a request, 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 a unanimous viva voce vote, the request by Alderperson La Spata to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 44 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.

Joann Montes of First Christian Church of Chicago 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:

Katia Balba

Sarah Arendt

Eric Williams

George Blakemore

Ledell

Amanda Varela

Robert Floid Plump

Kimberly Smith

Sharmili Majmudar

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:

Michael Thomas

Malik Thomas

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:

Rima Kapitan

Ella Brook

Myrtis Sullivan, M.D., M.P.H.

Ali DeGuide

Joseph Rumenapp, M.D., M.P.H.

Ted Shieh

Christopher Jones

Gina Laff

Raeghn Draper

Donna Johnson

Frank Pettis

John Paul Jones

Community Mental Health Board of Chicago

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, requested the members of the City Council and assembled guests to rise and observe a moment of silence to honor the memory of fallen Firefighter/EMT Michael Altman.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE REVEREND JESSE L. JACKSON, SR.
[R2026-0024028]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with all of the members of the City Council and City Clerk Valencia, a resolution honoring the life and memory of the Reverend Jesse Louis Jackson, Sr.

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, It has long been the honored tradition and solemn responsibility of the City Council of the City of Chicago, this august legislative body, to recognize and memorialize those extraordinary individuals whose lives, leadership, and moral courage have profoundly shaped the civic, political, and moral fabric of the City of Chicago; and

WHEREAS, The members of this Chamber join with the residents of Chicago, the nation, and the global community in honoring the life and legacy of the Reverend Jesse Louis Jackson, Sr. one of the most consequential civil rights leaders in modern American history, whose voice, vision, and organizing power helped reshape the democratic and social landscape of the United States; and

WHEREAS, The Reverend Jesse Louis Jackson, Sr. was born Jesse Louis Burns on October 8, 1941, in Greenville, South Carolina, later taking the surname of his stepfather, Charles Henry Jackson, and, through faith, discipline, and extraordinary resolve, rose from humble beginnings to become a defining moral and political force of his generation; and

WHEREAS, Emerging from the tradition of prophetic Black leadership and guided by an unwavering commitment to justice and human dignity, the Reverend Jackson translated the ethos of the Civil Rights Movement into an enduring and evolving struggle for economic equity, political representation, educational opportunity, and global human rights; and

WHEREAS, The Reverend Jackson's leadership and moral vision were profoundly shaped by the legacy and teachings of the Reverend Dr. Martin Luther King, Jr. under whose guidance he emerged as a national figure, carrying forward the enduring principles of nonviolence, justice, and human dignity that defined the Civil Rights Movement; and

WHEREAS, The Reverend Jackson rose to national prominence through his work alongside the Reverend Dr. Martin Luther King, Jr. yet it was the City of Chicago, particularly the South Side, that became the enduring stage, proving ground, and living canvas for his life's work and leadership; and

WHEREAS, In Chicago, a city long defined by both its challenges and its possibilities, the Reverend Jackson built institutions, mobilized communities, and forged a model of leadership rooted in moral conviction, strategic coalition-building, and an unyielding belief in the transformative power of civic engagement; and

WHEREAS, Within the City of Chicago's historic South Side, and notably within the 4th Ward, the Reverend Jackson established Operation PUSH (People United to Save Humanity), an institution whose presence would become synonymous with empowerment, opportunity, and advocacy for generations of Chicagoans; and

WHEREAS, Operation PUSH and the Rainbow/PUSH Coalition, founded and led from Chicago, emerged as nationally influential institutions that redefined the scope of civil rights advocacy, expanding its reach into economic justice, voting rights, labor equity, educational access, and corporate accountability; and

WHEREAS, The Reverend Jackson's leadership helped reframe Chicago as a vital epicenter of modern civil rights and political mobilization, where communities historically excluded from power found voice, representation, and renewed belief in the promise of democratic participation; and

WHEREAS, Through his visionary leadership, the Reverend Jackson pioneered a politics of inclusion long before such language entered the mainstream, forging coalitions across racial, ethnic, generational, and economic lines, and expanding the boundaries of civic belonging and political possibility; and

WHEREAS, The Reverend Jackson's historic presidential campaigns inspired millions, shattered long-standing barriers, and fundamentally altered the imagination of American democracy, demonstrating that leadership, representation, and national aspiration must be accessible to all people; and

WHEREAS, The Reverend Jackson's Chicago legacy remains inseparable from his national and global impact, as his influence extended from neighborhoods to corporate boardrooms, from voter registration drives to international diplomacy, reflecting a leadership style that was at once pastoral and political, visionary and pragmatic; and

WHEREAS, The Reverend Jackson's enduring presence on Chicago's South Side, particularly within the 4th Ward, strengthened the civic and moral life of the City, leaving a permanent imprint upon its institutions, its communities, and its ongoing pursuit of justice and equity; and

WHEREAS, The Reverend Jackson's life represents not merely a record of historic achievements, but a living architecture of legacy while cultivating leaders, opening doors, challenging systems, and inspiring generations to believe in the transformative power of hope, courage, and collective action; and

WHEREAS, The Reverend Jackson's story stands as a Chicago story of transformation of a leader who recognized the City as a microcosm of the nation's contradictions and possibilities and who dedicated his life to organizing within them with faith, resilience, and moral clarity; and

WHEREAS, The City of Chicago mourns the passing of the Reverend Jesse Louis Jackson, Sr. while honoring a legacy that endures wherever voices rise against injustice, wherever communities unite in common purpose, and wherever hope refuses to yield to cynicism; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled on the 18th day of March 2026, do hereby honor, celebrate, and memorialize the extraordinary life, leadership, and enduring contributions of the Reverend Jesse Louis Jackson, Sr.; and

Be It Further Resolved, That we extend our deepest condolences to the Reverend Jackson's family, loved ones, colleagues, and all those whose lives were touched by his vision and service; and

Be It Further Resolved, That the City of Chicago recognize the Reverend Jackson's legacy as a permanent and inseparable part of the City's civic identity, historical narrative, and continuing pursuit of justice, equity, and human dignity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of the Reverend Jesse Louis Jackson, Sr. as a lasting testament of the City's respect, gratitude, and remembrance.

Upon being read into the record by the Honorable Andrea Valencia, City Clerk, on motion of Alderperson Mitchell, seconded by Alderpersons Beale, Harris, Rodríguez, Coleman, Moore, Hadden, Lee, Lawson, Knudsen, Yancy, Hall, Sigcho-Lopez, Mitts, Ervin, Fuentes, Dowell, Villegas, Conway, Vasquez, Scott, Gardiner, Lopez and Robinson, with closing remarks by the Honorable Brandon Johnson, Mayor, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Speaking from the Mayor's rostrum, the Honorable Brandon Johnson, Mayor offered his deepest condolences to the Jackson family. Mayor Johnson shared that he had the incredible honor and privilege of working alongside Reverend Jesse Jackson, Jr. and the entire Jackson family and expressed the love and appreciation that he and others felt. Mayor Johnson also acknowledged how inspiring Ms. Jackson had been to so many people and thanked her for her guidance and example. Reminiscing on the life and legacy of Reverend Jackson, Mayor Johnson shared a brief story, describing how Reverend Jesse Jackson, Jr. loved listening to very down-home blues music, some of which could be quite provocative. But through those moments, the Mayor said, he learned something important about preserving a family and a marriage. Mayor Johnson recalled asking Reverend Jackson what the secret was -- how he managed to balance the demands of life, keep his marriage strong, and remain present for his children to which Reverend Jackson told him, "You have to growl at them." The Mayor remembered asking whether he truly growled at Ms. Jackson, and Reverend Jackson confirming that when things got tough, that was exactly what he did. Mayor Johnson said that as a young man who wanted to protect his marriage and his family, he took that advice to

heart and shared that one day, during a “moment” with his wife Stacey, he tried growling just as Reverend Jackson had suggested. His wife looked at him and told him, “I can give you something for that”, and the Mayor jokingly noted that his marriage had never been stronger since. Mayor Johnson closed by thanking the Jackson family for their powerful example of love, adding that the Jacksons were not only Black royalty “but royalty at its highest”.

Rules Suspended -- DESIGNATION OF MARCH 2026 AS WOMEN'S HISTORY MONTH IN CHICAGO.

[R2026-0024030]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Harris, Sposato, Hadden, Villegas, Rodríguez, Dowell, Ervin, Manaa-Hoppenworth, Gardiner, Mitts, Cruz, Rodríguez-Sánchez, Chico, Nugent, Quezada, Silverstein, Knudsen, Clay, Conway, Waguespack, La Spata, Hopkins, Vasquez, Mosley, Taliaferro, Yancy, Martin, Fuentes, Gutiérrez, O'Shea, Lawson, Cardona, Sigcho-Lopez, Moore, Scott and City Clerk Valencia, a resolution honoring Women's History Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Women's History Month celebrates the achievements and contributions of women throughout history, reminding Chicagoans of the remarkable accomplishments of women across fields including politics, science, literature, and activism; and

WHEREAS, Women's History Month coincides with the March 8 observance of International Women's Day, a historic day rooted in the activism of the labor and suffrage movements in North America and Europe during the early 20th century, signifying a global call for gender equality and justice; and

WHEREAS, The United States has observed Women's History Month since the passage of Public Law 100-9 by Congress in 1987, officially designating March 1987 as the first Women's History Month, a tradition upheld annually through presidential proclamations since 1988; and

WHEREAS, Women have been instrumental in shaping the trajectory of the nation's history as suffragists, abolitionists, civil rights leaders, and labor activists, and continue to champion various causes including reproductive rights, racial justice, and LGBTQ equality; and

WHEREAS, Eighteen alderwomen serve on the City Council, representing a diverse group of neighborhoods and communities across Chicago; and

WHEREAS, Women hold key leadership positions throughout the City of Chicago, playing pivotal roles in driving economic growth, promoting public health and safety, and advocating for social justice; and

WHEREAS, Women's History Month encourages reflection on the importance of women's rights and the achievement of gender equality globally; and

WHEREAS, Women's History Month is a time to honor the resilience, leadership, and enduring impact of women past, present, and future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March, 2026, do hereby reaffirm the designation of March as Women's History Month in Chicago, and encourage all Chicagoans to acknowledge the contributions of women to the vibrant culture, identity, and history of our great City.

On motion of Alderperson Mitchell, seconded by Alderpersons Taylor, Dowell, Fuentes, Lee, Ramirez, Moore, Robinson, and Quezada, with closing remarks by the Honorable Brandon Johnson, Mayor, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Speaking from the Mayor's rostrum, the Honorable Brandon Johnson, Mayor, emphasized that this month the City of Chicago honors the women of Chicago's past and present who have made the city -- and the world -- a better place. Mayor Johnson stated that women have been on the frontlines of major fights for civil rights, gender equality, labor rights, LGBTQ+ rights, and many other causes, and he reflected on activists such as Maria Cerda, the first Latina to serve on the Chicago Board of Education, Virginia Martinez, a local attorney, author, and advocate for women and children, and Hazel Johnson, the mother of the environmental justice movement, noting that these trailblazers "changed the very fabric of our city." Mayor Johnson then expressed gratitude for the women serving in his administration across departments and agencies, and highlighted leaders such as Deputy Mayor and Acting DCASE Commissioner Kenya Merritt, Chief of Staff Cristina Pacione-Zayas, Budget Director Annette Guzman, and Mary B. Richardson-Lowry, the first Black woman to serve as Corporation Counsel, recognizing that their work "continues to move Chicago forward every single day." As the City of Chicago celebrates the achievements and lasting impact of women during Women's History Month, Mayor Johnson stated that the city remains committed to protecting women's rights, investing in their inclusion, and creating opportunities for women and girls in every community. Mayor Johnson also emphasized that Chicago must continue to be a place where women can find freedom, access to health care, opportunities to succeed, and the ability to plant roots and thrive, adding that "our policies must always reflect our love and respect for women." Mayor Johnson concluded by thanking everyone for this moment of recognition and celebration of Women's History Month.

REGULAR ORDER OF BUSINESS RESUMED.

3/18/2026

COMMUNICATIONS, ETC.

41161

Referred -- REAPPOINTMENT OF DOROTHY HUDSON AS MEMBER OF
COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).
[A2026-0024041]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Dorothy Hudson as a member of
Special Service Area Number 5, the Commercial Avenue Commission, for a term effective
immediately and expiring January 15, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF ANTHONY A. QAIYUM AS MEMBER OF
LINCOLN SQUARE COMMISSION (SPECIAL SERVICE AREA NO. 21-2016).
[A2026-0024042]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Anthony A. Qaiyum as a member of Special Service Area Number 21-2016, the Lincoln Square Commission, for a term effective immediately and expiring January 25, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MARY TOBIAS AS MEMBER OF NORTHCENTER COMMISSION (SPECIAL SERVICE AREA NO. 38).

[A2026-0024040]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Mary Tobias as a member of Special Service Area Number 38, the Northcenter Commission, for a term expiring July 26, 2028, such period allocated as follows: a term effective immediately and expiring July 26, 2026 to succeed Warren E. Silver, whose term has expired, followed immediately by a full two-year term.

3/18/2026

COMMUNICATIONS, ETC.

41163

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MARCUS A. JORDAN AS MEMBER OF ILLINOIS
INTERNATIONAL PORT DISTRICT BOARD.

[A2026-0024050]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Marcus A. Jordan as a member of
the Illinois International Port District Board for a term effective immediately and expiring
June 1, 2029, to succeed Charles Bowen, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF KENYA MERRITT AS COMMISSIONER OF CULTURAL AFFAIRS AND SPECIAL EVENTS.

[A2026-0024049]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Kenya Merritt as Commissioner of Cultural Affairs and Special Events.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LILY DIEGO-JOHNSON AS MEMBER OF CHICAGO TRANSIT BOARD.

[A2026-0024051]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Lily Diego-Johnson as a member of the Chicago Transit Board for a term effective immediately and expiring September 1, 2026, to succeed Michele A. Lee, who has resigned.

3/18/2026

COMMUNICATIONS, ETC.

41165

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTER 2-4 OF MUNICIPAL CODE BY ADDING
NEW SECTION 2-4-130 REGARDING ANNUAL REPORT ON HOMELESSNESS
AND AFFORDABLE HOUSING.

[O2026-0024022]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 2-4 of
the Municipal Code to add Section 2-4-130 regarding annual report on homelessness and
affordable housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE BY ADDING NEW ARTICLE X REGARDING NEW NON-CONSTRUCTION SMALL BUSINESS INITIATIVE PROCUREMENT PROGRAM.

[O2026-0024024]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Procurement Services, I transmit herewith an ordinance amending Chapter 2-92 of the Municipal Code to add a non-construction small business initiative procurement program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF SECTION 2-92-490 OF MUNICIPAL CODE REGARDING CONTRACTING EQUITY OFFICER CERTIFICATION FEES.

[O2026-0024023]

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

3/18/2026

COMMUNICATIONS, ETC.

41167

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Procurement Services, I transmit herewith an ordinance amending Section 2-92-490 of the Municipal Code regarding certification fees.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTERS 2-200 AND 14X-3 OF MUNICIPAL CODE TO INCLUDE REVEREND JESSE L. JACKSON, SR. FAIR ACCESS TO DEMOCRACY ORDINANCE.

[O2026-0024036]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith The Reverend Jesse L. Jackson, Sr. Fair Access to Democracy Ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF SECOND LIEN WATER REVENUE BONDS, PROJECT
AND REFUNDING SERIES 2026.

[O2026-0024095]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing the issuance of Second Lien Water Revenue Bonds, Project and Refunding Series 2026.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

3/18/2026

COMMUNICATIONS, ETC.

41169

Referred -- ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS TO LATHROP PRESERVATION PHASE IC, L.P. FOR LEASE AND DEVELOPMENT OF FACILITIES AT 2600 -- 2618, 2601 -- 2631, 2628 -- 2662, 2664 -- 2704, 2633 -- 2667, 2740 AND 2750 -- 2768 N. HOYNE AVE. AND 2731 -- 2759 N. LEAVITT ST.

[O2026-0024082]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance to Lathrop Preservation Phase IC, L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR WORKFORCE SOLUTIONS PROGRAM.

[O2026-0024038]

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

March 18, 2026.

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 allocation of TIF funds for the Workforce Solutions Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS AND OTHER FINANCIAL ASSISTANCE TO HUB32 LLC FOR DEVELOPMENT OF HUB32 PROJECT AT 201 N. KEDZIE AVE., 3209 W. LAKE ST. AND 3201 W. LAKE ST.
[O2026-0024073]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance to HUB32 LLC for the development of the HUB32 project.

3/18/2026

COMMUNICATIONS, ETC.

41171

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF AMENDED REDEVELOPMENT AGREEMENT WITH
INSTITUTE OF CULTURAL AFFAIRS TO PROVIDE TAX INCREMENT FINANCING
ASSISTANCE FUNDS FOR PROPERTY AT 4750 N. SHERIDAN RD.

[O2026-0024063]

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

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and
Development, I transmit herewith an ordinance authorizing the execution of an amended
redevelopment agreement with the Institute of Cultural Affairs to provide TIF funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR CLASS 7(b) TAX INCENTIVE FOR PROPERTY LOCATED AT 1931 -- 1935 W. MADISON ST., 1950 -- 1956 AND 1830 -- 1859 W. ADAMS ST., 121 S. DAMEN AVE. AND 1728, 1859 AND 1925 W. MONROE ST.

[O2026-0024099]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class 7(b) tax incentive for the property located at 1931 to 1935 West Madison Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[O2026-0024107, O2026-0024111, O2026-0024112,
O2026-0024113, O2026-0024114, O2026-0024115,
O2026-0024116, O2026-0024117, O2026-0024118]

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*:

3/18/2026

COMMUNICATIONS, ETC.

41173

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- FIRST AMENDMENT TO LEASE AGREEMENT WITH 8700 BUILDING LLC FOR PROPERTY AT 8650 S. COMMERCIAL AVE.

[O2026-0024039]

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

March 18, 2026.

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 City as a tenant lease agreement with 8700 Building LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR
DEVELOPMENT OF TERRITORY COMMUNITY GARDEN AT 557 N. CENTRAL
AVE.

[O2026-0024101]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expenditure of Open Space Impact Fee funds for the development of the Territory Community Garden.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

3/18/2026

COMMUNICATIONS, ETC.

41175

Referred -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS
FOR DEVELOPMENT OF CHICAGO TORTURE JUSTICE MEMORIAL AT
5520 S. DR. MARTIN LUTHER KING, JR. DR.

[O2026-0024100]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expenditure of Open Space Impact Fee funds for the development of the Chicago Torture Justice Memorial.

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 -- OFFICE OF INSPECTOR GENERAL'S AUDIT OF 311 SERVICE REQUEST PERFORMANCE.

[F2026-0023502]

A communication from Deborah Witzburg, Inspector General, under the date of February 26, 2026, and received in the Office of the City Clerk on February 25, 2026, transmitting an audit of the Office of Emergency Management and Communication's (OEMC) management of 311 and its service request performance, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S ADVISORY ON DEPARTMENT OF LAW'S COOPERATION WITH OVERSIGHT OF ITS EMPLOYMENT ACTIONS.

[F2026-0023985]

A communication from Deborah Witzburg, Inspector General, under the date of March 4, 2026, and received in the Office of the City Clerk on March 4, 2026, transmitting an advisory on Department of Law's cooperation with oversight of its employment actions, which was *Placed on File*.

Placed On File -- POLICY PROPOSAL FOR HOUSING STABILITY AND ACCOUNTABILITY FRAMEWORK.

[F2026-0023446]

A communication from Michael Meade, private citizen, under the date of February 11, 2026, and received in the Office of the City Clerk on February 23, 2026, transmitting a policy proposal for housing stability and accountability framework, 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 February 18, 2026 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 March 18, 2026 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 February 18, 2026, 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:

Barrett Homes LLC (Application Number 23026T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 9-H bounded by:

a public alley next north of and parallel to West Belmont Avenue; a line 100 feet west of and parallel to North Leavitt Street; West Belmont Avenue; and a line 150 feet west of and parallel to North Leavitt Street (common address: 2210 -- 2214 West Belmont Avenue).

[O2026-0023979]

Barrett Homes LLC (Application Number 23024T1) -- to classify as a B3-3 Community Shopping District instead of a B1-1 Neighborhood Shopping District and the B3-1 Community Shopping District the area shown on Map Number 9-H bounded by:

West Irving Park Road; North Hamilton Avenue; the public alley next south of and parallel to West Irving Park Road; and a line 142 feet west of and parallel to North Hamilton Avenue (common address: 2137 -- 2147 West Irving Park Road).

[O2026-0023968]

Bawsesaal LLC (Application Number 23042T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 15-K bounded by:

a line 148 feet south of and parallel to West Devon Avenue; North Pulaski Road; a line 198 feet south of and parallel to West Devon Avenue; and a line 124.13 feet west of and parallel to North Pulaski Road (common address: 6342 -- 6344 North Pulaski Road).

[O2026-0024034]

Cubed Investments LLC (Application Number 23020T1) -- to classify as a DX-12 Downtown Mixed-Use District instead of a DX-12 Downtown Mixed-Use District the area shown on Map Number 1-E bounded by:

the public alley next north and parallel to East Ohio Street; a line 179 feet east of and parallel to North St. Clair Street; East Ohio Street; and a line 113 feet east of and parallel to North St. Clair Street (common address: 212 East Ohio Street).

[O2026-0023894]

Danny's Construction Group, Inc. (Application Number 23032T1) -- to classify as a B2-1 Neighborhood Mixed-Use District instead of an RS1 Residential Single-Unit (Detached House) District the area shown on Map Number 10-F bounded by:

a line 191 feet north of and parallel to West 43rd Place; the alley next east of and parallel to South Halsted Street; West 43rd Place; and South Halsted Street (common address: 4325 -- 4341 South Halsted Street).

[O2026-0024001]

Eagle Dispensaries of Illinois LLC (Application Number 23036) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 15-I bounded by:

West Peterson Avenue; a public alley next east of and parallel to North Artesian Avenue; a public alley next south of and parallel to West Peterson Avenue; and North Artesian Avenue (common address: 2415 -- 2425 West Peterson Avenue).

[O2026-0024025]

Edifice General Construction LLC (Application Number 23035T1) -- to classify as an RM5 Residential Multi-Unit District instead of B3-2 Commercial Shopping District the area shown on Map Number 8-E bounded by:

a line 72 feet north of and parallel to East 37th Street; South Dr. Martin Luther King, Jr. Drive; East 37th Street; and a line 165 feet west of and parallel to South Dr. Martin Luther King, Jr. Drive (common address: 3654 -- 3656 South Dr. Martin Luther King, Jr. Drive/330 -- 334 East 37th Street).

[O2026-0024020]

Eiswerth, Mark Jeffrey and Hovey Fox, Katherine (Application Number 23019T1) -- to classify as an RS3 Residential Single Unit (Detached House) District instead of an RS2 Residential Single Unit (Detached House) District the area shown on Map Number 9-K bounded by:

a line 33.33 feet north of and parallel to West Waveland Avenue; North Kedvale Avenue; West Waveland Avenue; and the public alley next west of and parallel to North Kedvale Avenue (common address: 3702 North Kedvale Avenue).

[O2026-0023892]

EZMB LLC (Application Number 23038T1) -- to classify as a B1-2 Neighborhood Shopping District instead of a B2-2 Neighborhood Mixed-Use District the area shown on Map Number 3-G bounded by:

West Chicago Avenue; a line 48 feet east of North Greenview Avenue; the public alley north and parallel to West Chicago Avenue; and a line 73 feet east of North Greenview Avenue (common address: 1456 West Chicago Avenue).

[O2026-0024029]

Hensel, Joel (Application Number 23037T1) -- 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 5-F bounded by:

a line 467.45 feet southeast of the intersection of North Sedgwick Street and North Lincoln Avenue, as measured along the southwestern right-of-way line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; a public alley 486.31 feet southeast of the intersection of North Sedgwick Street and North Lincoln Avenue, as measured along the southwestern right-of-way line of North Lincoln Avenue and perpendicular thereto; and a public alley north of and parallel to West Wisconsin Street (common address: 1928 North Lincoln Avenue).

[O2026-0024027]

Huan, Joseph and Krislyn (Application Number 23034T1) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-H bounded by:

West Wolfram Street; a line 130.30 feet east of and parallel to North Paulina Street; the public alley next south of and parallel to West Wolfram Street; and North Paulina Street (common address: 1649 -- 1659 West Wolfram Street).

[O2026-0024016]

Kasper Development LLC (Application Number 23033) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 10-F bounded by:

the alley next north of and parallel to West 47th Street; South Normal Avenue; West 47th Street; and a line 367 feet west of and parallel to South Normal Avenue (common address: 500 -- 534 West 47th Street).

[O2026-0024009]

KDP Chicago Cortland LLC (Application Number 23016T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 5-J bounded by:

West Cortland Street; North Central Park Avenue; the public alley next south of West Cortland Street; and a line 121.0 feet west of and parallel to North Central Park Avenue (common address: 3601 -- 3611 West Cortland Street/1844 -- 1856 North Central Park Avenue).

[O2026-0023888]

MVP Homes, Inc. (Application Number 23039T1) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 28-G bounded by:

West 112th Street; a line 224.06 feet west of and parallel to South Racine Avenue; the public alley next south of and parallel to West 112th Street; and a line 324.06 feet west of and parallel to South Racine Avenue (common address: 1223 -- 1231 West 112th Street).

[O2026-0024031]

New Life Covenant Church-SE (Application Number 23043T1) -- to classify as a B3-5 Community Shopping District instead of an RS3 Single-Unit Detached House District the area shown on Map Number 18-D bounded by:

a line 70.77 feet south of the parallel to East 78th Street; the alley next east of and parallel to South Ellis Avenue; a line 127.72 feet south of and parallel to East 78th Street for a distance of 100.26 feet; a line 24.79 feet east of and parallel to South Ellis Avenue; a line 128.78 feet south of and parallel to East 78th Street; and South Ellis Avenue (common address: 7811 South Ellis Avenue).

[O2026-0024035]

Now Serving James LLC (Application Number 23023T1) -- 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 13-M bounded by:

West Higgins Road; a line 722 feet west of the west line of North Central Avenue perpendicular to West Higgins Road; the public alley next southeast of and parallel to West Higgins Road; and a line 772 feet west of the west line of North Central Avenue perpendicular to West Higgins Road (common address: 5677 -- 5679 West Higgins Avenue).

[O2026-0023906]

Red Van Construction, Inc. (Application Number 23044T1) -- to classify as an RM5 Residential Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 10-E bounded by:

South Michigan Avenue; a line 240.69 feet south of East 45th Street; the public alley west of and parallel to South Michigan Avenue; and a line 265.69 feet south of East 45th Street (common address: 4524 South Michigan Avenue).

[O2026-0024037]

T&J Auto Sales and Repairs, Inc. (Application Number 23018) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 1-I bounded by:

the alley next north of and parallel to West Madison Street; North Sacramento Boulevard; West Madison Street; and a line 139.82 feet west of and parallel to North Sacramento Boulevard (common address: 3000 West Madison Street).

[O2026-0023891]

Yates, George (Application Number 23031T1) -- 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 11-H bounded by:

West Eastwood Avenue; North Seeley Avenue; a line 69 feet south of and parallel to West Eastwood Avenue; and a line 37.44 feet west of and parallel to North Seeley Avenue (common address: 2103 West Eastwood Avenue).

[O2026-0023997]

Yates, George (Application Number 23030T1) -- 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 11-H bounded by:

a line 69 feet south of and parallel to West Eastwood Avenue; North Seeley Avenue; the public alley next south of and parallel to West Eastwood Avenue; and a line 37.44 feet west of and parallel to North Seeley Avenue (common address: 4614 North Seeley Avenue).

[O2026-0023991]

Yupa, Maria (Application Number 23022) -- 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 1-K bounded by:

West Superior Street; a line 150 feet west of and parallel to North Kilpatrick Avenue; the public alley next south of and parallel to West Superior Street; and a line 200 feet west of and parallel to North Kilpatrick Avenue (common address: 4717 -- 4719 West Superior Street).

[O2026-0023904]

526 N Western LLC (Application Number 23029T1) -- to classify as a C1-3 Neighborhood Commercial District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-I bounded by:

a line 100 feet south of and parallel to West Ohio Street; North Western Avenue; a line 175 feet south of and parallel to West Ohio Street; and the public alley next west of and parallel to North Western Avenue (common address: 526 North Western Avenue).

[O2026-0023984]

918 Eastwood LLC (Application Number 23028T1) -- 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 11-G bounded by:

the public alley next north of and parallel to West Eastwood Avenue; the public alley next east of and parallel to North Sheridan Road; West Eastwood Avenue; and a line 349 feet east of and parallel to North Sheridan Road (common address: 918 -- 920 West Eastwood Avenue).

[O2026-0023981]

1257 Fry LLC (Application Number 23027T1) -- 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 3-G bounded by:

West Fry Street; a line 60 feet east of and parallel to North Elizabeth Street; the public alley next south of and parallel to West Fry Street; and a line 24 feet east of and parallel to North Elizabeth Street (common address: 1257 West Fry Street).

[O2026-0023980]

2052 Buyers LLC (Application Number 23017) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 4-H bounded by:

the public alley next north of West 21st Street; a line 75.0 feet next east of and parallel to South Hoyne Avenue; West 21st Street; and a line 50.0 feet next east of and parallel to South Hoyne Avenue (2052 West 21st Street).

[O2026-0023889]

2428 N. Clybourn LLC (Application Number 23021T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 7-H bounded by:

North Clybourn Avenue; a line 275 feet northwest of and perpendicular to West Fullerton Avenue; a line that is both 113.20 feet and 123.40 feet southeast of and parallel to North Clybourn Avenue; and a line 300 feet northwest of and perpendicular to West Fullerton Avenue (common address: 2428 North Clybourn Avenue).

[O2026-0023903]

2652 Chicago LLC (Application Number 23025T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 3-I bounded by:

a public alley next north of and parallel to West Chicago Avenue; a line 125 feet east of and parallel to North Washtenaw Avenue; West Chicago Avenue; North Washtenaw Avenue (common address: 2652 West Chicago Avenue).

[O2026-0023978]

3352 N. Halsted Holding LLC (Application Number 23015T1) -- to classify as a C1-5 Neighborhood Commercial District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 9-G bounded by:

North Halsted Street; a line 100 feet south of and parallel to West Roscoe Street; the public alley west of and parallel to North Halsted Street; and a line 50 feet south of and parallel to West Roscoe Street (common address: 3350 -- 3352 North Halsted Street).

[O2026-0023882]

6335 N. Mozart LLC (Application Number 23040T1) -- 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 15-I bounded by:

the public alley next north of and parallel to West Rosemont Avenue; the public alley next east of and parallel to North Mozart Street; a line 312.76 feet north of and parallel to West Rosemont Avenue; and North Mozart Street (common address: 6333 -- 6335 North Mozart Street).

[O2026-0024032]

6925 Land Owner LLC (Application Number 23041T1) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 15-K bounded by:

a line 198 feet south of and parallel to West Devon Avenue; North Pulaski Road; a line 313 feet south of and parallel to West Devon Avenue; and a line 124.13 feet west of and parallel to North Pulaski Road (common address: 6332 -- 6340 North Pulaski Road).

[O2026-0024033]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Agina, Solomon C.	[CL2026-0023764]
Allstate Insurance and Baeza, Antonio	[CL2026-0023774]
Allstate Insurance and Biddinger, Jessica	[CL2026-0023834]
Allstate Insurance and Woods, Takyrica	[CL2026-0023760]
Athiviraham, Aravind	[CL2026-0023770]
Ayala, Paulina	[CL2026-0023840]
Azzo, Shamer E.	[CL2026-0024084]
Bernardi, Maria E.	[CL2026-0023829]

Bew, Andre L.	[CL2026-0023788]
Bhatt, Kunaal D.	[CL2026-0023831]
Charles, Cecilia	[CL2026-0023767]
Conley, Linda	[CL2026-0023845]
Costello Greco, Susan	[CL2026-0023762]
Crawford, Rukisha	[CL2026-0023832]
Crokaert, Francois	[CL2026-0023838]
Diamond, Shauncey	[CL2026-0023793]
Dougherty, Meghan M.	[CL2026-0023790]
Estefania, Leslie	[CL2026-0024069]
Ficco, Mario G.	[CL2026-0023782]
Fox, Rebecca L.	[CL2026-0023849]
Fuentes, Wilder A.	[CL2026-0023783]
Gallagher Bassett and Waste Management of Illinois, Inc.	[CL2026-0023771]
Gibson-Robins, Edith M.	[CL2026-0024094]
Gomez, Yaritin	[CL2026-0024065]
Gray, Lorris T.	[CL2026-0023825]
Grohs, Tammy J.	[CL2026-0023773]
Jaske, Aimee E.	[CL2026-0024103]
Johnkin, Nathaniel	[CL2026-0023809]
Kim, Wang K.	[CL2026-0024091]
Klimala, Emma C.	[CL2026-0023787]

Kovacs, David I.	[CL2026-0023772]
Kroyer, Kelly E.	[CL2026-0024097]
Martinez, Hilda M.	[CL2026-0023768]
McFarland Townsend, Amaya	[CL2026-0024105]
Mihailovic, Nicholas	[CL2026-0023805]
Miz, George S.	[CL2026-0023766]
Monsivais, Priscilla J.	[CL2026-0023778]
Niekowal, Kyle D.	[CL2026-0023792]
Novak, Lori V.	[CL2026-0023852]
Ostapchuk, Vladimir	[CL2026-0023777]
Park, Chanwook	[CL2026-0024108]
Parker, Garrett J.	[CL2026-0023841]
Pena, Alexandria	[CL2026-0023785]
Pena, Alexandria C.	[CL2026-0023786]
Rachwalski, Erik J.	[CL2026-0024072]
Riley, Dwayne	[CL2026-0023776]
Ritacca, Susan and White, Todd	[CL2026-0024079]
Rizzi, Vito	[CL2026-0023823]
Rodriguez, Leslie	[CL2026-0023806]
Rollins, Colleen R.	[CL2026-0023791]
Saracini, Joseph M.	[CL2026-0023851]
Sardin, Delmonaco D.	[CL2026-0023775]

Schechter, Natalie J.	[CL2026-0023808]
Schnorbus, Ronald	[CL2026-0024088]
Simon, Audrey L.	[CL2026-0023824]
Smith, Keith A.	[CL2026-0024081]
Specht, Stephen M.	[CL2026-0023796]
Swiech, Ludwika (2)	[CL2026-0023780, CL2026-0023795]
Tefs, Gregory J.	[CL2026-0024060]
Watkins, Jordan M.	[CL2026-0024098]
Weber, Pablo D.	[CL2026-0023779]
Weinberg, Jill and Sheridan Triangle Garden	[CL2026-0023836]
Williams, Toya L.	[CL2026-0023769]
Yi, Sang D.	[CL2026-0023763]
Zaucha, Michael	[CL2026-0023761]

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF ST. PAUL CHRISTIAN METHODIST EPISCOPAL CHURCH AT 4644 S. DEARBORN ST. AS CHICAGO LANDMARK.

[O2026-0023890]

A communication from Dijana Cuvalo, AIA, Assistant Commissioner, Bureau of Citywide Planning, Department of Planning and Development, under the date of March 12, 2026, and received in the Office of the City Clerk on March 12, 2026, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of St. Paul Christian Methodist Episcopal Church at 4644 South Dearborn Street, as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO SUPPORT DEVELOPMENT OF MORGAN PARK COMMONS PHASE I PROJECT AT 11400 – 11458 S. HALSTED ST. AND 800 -- 912 W. 115TH ST.

[O2026-0023330]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing a bond inducement for tax-exempt revenue bonds for MPC Phase 1 4% LLC in connection with the affordable housing development located at 11420 South Halsted Street (21st Ward) (O2026-0023330), in an amount not to exceed \$12,500,000 Housing Revenue Bonds, 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 one (1) dissenting vote made by Alderperson Anthony Beale (9th Ward) on March 13, 2026.

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, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- Alderperson Beale -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (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 for 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, MPC Phase I 4% LLC, an Illinois limited liability company (the "Borrower"), whose member-manager is MPC Phase I 4% MM LLC, an Illinois limited liability company, the manager of which is Preservation of Affordable Housing, Inc., an Illinois not-for-profit corporation, intends to acquire the property generally located at the southwest corner of West 114th Street and South Halsted Street with an approximate street address of 11420 South Halsted Street, Chicago, Illinois 60628 (the "Property"); and

WHEREAS, The Borrower has proposed to construct a certain low-income housing development on the Property consisting of a building that will contain 35 rental dwelling units therein, together with certain tenant amenities and common facilities, including parking (the "Project"); and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed \$12,500,000 (the "Bonds") for the purpose of financing a portion of the Project costs, including the Eligible Project Costs (as defined herein); and

WHEREAS, It is intended that the interest on the Bonds will be excluded from gross income for federal income tax purposes; and

WHEREAS, It is intended that this ordinance shall constitute a declaration of intent to reimburse certain eligible expenditures for the Project made prior to the issuance of the Bonds ("Eligible Project Costs") from the proceeds of the Bonds (if and when issued) within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations"); 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 City intends to issue the Bonds and lend all or a portion of the proceeds thereof ("Bond Proceeds") to the Borrower, or an entity affiliated with or related to the Borrower, for the purpose of financing a portion of the Project costs, as well as costs incurred in connection with the issuance of the Bonds and funding certain reserves, if required, subject to the City and the Borrower agreeing to the terms and conditions necessary to issue the Bonds and further approval by the City Council of the City. The maximum principal amount of Bonds which the City intends to issue for the Project will not exceed \$12,500,000.

SECTION 3. Certain Eligible Project Costs will be incurred by the Borrower and/or an entity or entities affiliated with or related to the Borrower in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such Eligible Project Costs with Bond Proceeds.

SECTION 4. The Eligible Project Costs to be reimbursed with Bond Proceeds will be paid initially from funds of the Borrower and/or an entity or entities affiliated with or related to the Borrower.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than Bond Proceeds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project for costs to be paid from Bond Proceeds.

SECTION 6. This ordinance constitutes a declaration of official intent under Section 1.150-2 of the Treasury Regulations.

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

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

ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS
TO SUPPORT REHABILITATION OF MHL 2 PRAIRIE DISTRICT APARTMENTS
-- WABASH PROJECT AT 1801 S. WABASH AVE.

[O2026-0023334]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing an increase in Multi-Family Loan Funds and the issuance of tax-exempt Multi-Family Housing Revenue Bonds to MHL 2 Prairie District Apartments-Wabash L.P. for the rehabilitation of Prairie District Apartments located at 1801 South Wabash Avenue (3rd Ward) (O2026-0023334), in an amount not to exceed \$14,872,344 Multi-Family Loan Funds, 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 March 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, MHL 2 Prairie District Apartments-Wabash LP, an Illinois limited partnership (the "Borrower"), the general partner of which is MHL 2 Prairie District Apartments-Wabash GP LLC, an Illinois limited liability company (the "General Partner"), of which Mercy Housing Lakefront, an Illinois not-for-profit corporation, is the manager and a member (the "Managing Member"), of which Mercy Housing, Inc., a Nebraska not-for-profit corporation, is the sole member (the "Sole Shareholder"), intends to acquire, rehabilitate and equip a six-story building located generally at 1801 South Wabash Avenue in Chicago, Illinois on land more particularly described on Exhibit E hereto (the "Property"), to contain 100 studios (the "Units") affordable for rental to households earning at or below 80 percent of the area median income with at least 40 percent or more of the Units occupied by households earning 60 percent or less of the area median income, as well as a ground floor devoted to residential amenities and community space (collectively, the "Project"); and

WHEREAS, The City Council of the City (the "City Council") adopted an ordinance on September 18, 2024 and published at pages 15856 -- 15999 in its *Journal of the Proceedings of the City Council of the City of Chicago* for such date (the "Original Ordinance") and has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing to the Borrower, to pay a portion of the costs of acquiring and rehabilitating the Project, by issuing a series of tax-exempt revenue bonds and using the proceeds of the sale thereof to make an additional loan to the Borrower to finance a portion of the costs of the Project (the "Borrower Loan"); and

WHEREAS, By the Original Ordinance, the City Council has determined that it is necessary and in the best interests of the City to borrow money for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2024; and

WHEREAS, By the Original Ordinance, in connection with the issuance of the Bonds (as defined below), the City Council has determined that it is necessary and in the best interests of the City to enter into: (i) a Bond Indenture (the "Indenture") between the City and a trustee (the "Trustee") to be selected by the Chief Financial Officer (as defined

in the Original Ordinance), providing for the security for and terms and conditions of the Bonds to be issued; (ii) a Loan Agreement (the "Loan Agreement") among the City, the Borrower and the Trustee providing for the use of the proceeds of the Bonds to make a loan to the Borrower, the proceeds of which will finance a portion of the costs of the Project; (iii) a Bond Purchase Agreement among the City, the Borrower and one or more underwriters for the Bonds, or, alternatively, another sale agreement among the City, the Borrower and one or more purchasers of the Bonds (in each case, a "Bond Purchase Agreement") providing for the sale of the Bonds and the preparation and circulation, if necessary, of a preliminary official statement for the Bonds or, alternatively, another type of disclosure document prepared in connection with the offer and sale of the Bonds (in either case, a "Preliminary Official Statement") and a final official statement or alternative disclosure document prepared in connection with the offer and sale of the Bonds (the "Official Statement"); and (iv) a Tax Regulatory Agreement and/or a tax certificate (a "Tax Agreement") between the City and the Borrower; and

WHEREAS, By the Original Ordinance, in connection with the issuance of the Bonds and the financing of the Project with the proceeds thereof, the City Council has determined that it is necessary and in the best interests of the City to enter into a Land-Use Restriction Agreement between the City and the Borrower (the "Land-Use Restriction Agreement"); and

WHEREAS, Due to a delay in rehabilitating the Project and due to increases in the cost of the Project during such delay, the Borrower has determined that it is necessary to adjust certain of the funding sources described in the Original Ordinance to: (i) increase the maximum amount of the City Loan (as defined below and described in Exhibit A) from \$10,968,816 to \$14,872,344; and (ii) replace Exhibit A with the attached Exhibit A, which reflects the currently anticipated Project financing after modifications to amounts, sources, and other changes, and the City has determined that it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to amend the Original Ordinance as follows; now, therefore,

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

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

SECTION 2. References In Original Ordinance. All references in the Original Ordinance to the "Ordinance" shall be deemed to refer to the Original Ordinance as amended by this Ordinance. All terms not otherwise defined herein shall have the definitions used in the Original Ordinance.

SECTION 3. Amendment Of The Original Ordinance.

The seventh Whereas clause of the Original Ordinance is hereby amended in its entirety to read in full as follows:

Whereas, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to borrow money for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2026 (the "Bonds"); and

The fifteenth Whereas clause of the Original Ordinance is hereby amended in its entirety to read in full as follows:

Whereas, DOH has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed \$14,872,344 to be funded from Multi-Family Program Funds (the "City Loan") pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

SECTION 4. Amendment Of Ordinance Exhibit A.

Exhibit A is hereby amended in its entirety to read in full as attached hereto as Exhibit A.

SECTION 5. Amendment of Ordinance Exhibits B -- D, the Form of Trust Indenture, the Form of Loan Agreement and the Form of Land-Use Restriction Agreement attached to the Original Ordinance.

Exhibit B, the form of Trust Indenture, Exhibit C, the form of Loan Agreement and Exhibit D, the form of Land-Use Restriction Agreement, are hereby amended in their entirety to read in full as collectively attached hereto as Exhibits B, C and D.

SECTION 6. Amendment Of Ordinance Exhibit E.

Exhibit E, Project Site Legal Description, is hereby amended in its entirety to read in full as attached hereto as Exhibit E.

SECTION 7. Authorization Of Additional Actions.

The Mayor or an Authorized Officer is hereby authorized to take all actions necessary and enter into or execute any other document necessary to effect the provisions of this Ordinance.

SECTION 8. Original Ordinance As Amended Remains In Effect.

Except as amended by this Ordinance, the Original Ordinance shall continue in full force and effect.

SECTION 9. Severability.

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

SECTION 10. Inconsistent Provisions.

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

SECTION 11. No Impairment.

To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the holders of the Borrower Loan and the Bonds to receive payment of the principal of, prepayment premium, if any, or interest on the Bonds or to impair the security for the Indenture and the Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision under the Municipal Code. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Project or the Property.

SECTION 12. Effective Date.

This Ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Project.

Borrower: MHL 2 Prairie District Apartments-Wabash L.P., an Illinois limited partnership and single purpose entity created for the purposes of owning the Project (the "Borrower"), the general partner of which is MHL 2 Prairie District Apartments-Wabash GP LLC, an Illinois limited liability company (the "General Partner"), of which Mercy Housing Lakefront, an Illinois not-for-profit corporation, is the manager and a member (the "Managing Member"), of which Mercy Housing, Inc., a Nebraska not-for-profit corporation, is the sole member (the "Sole Shareholder").

Project: Acquisition of a six-story building located generally at 1801 South Wabash Avenue in Chicago, Illinois (the "Property") and the rehabilitation thereof to contain 100 studios (the "Units") affordable for rental to households earning at or below 80 percent of the area median income with at least 40 percent or more of the Units occupied by households earning 60 percent or less of the area median income, as well as a ground floor devoted to residential amenities and community space, known as Prairie District Apartments (collectively, the "Project").

1. Bonds.

Amount: Not to exceed \$30,000,000.

Source: Proceeds from the issuance of the Bonds.

Term: 5 years or another term acceptable to the Authorized Officer.

Interest: 6 percent or such other rate acceptable to the Authorized Officer.

Security: Eligible Funds.

Additional Financing:

1. Construction Loan.

Amount: \$30,000,000*, or another amount acceptable to the Authorized Officer.

Term: 5 years, or another term acceptable to the Authorized Officer.

Source: CIBC Bank, USA, or another source acceptable to the Authorized Officer.

Interest: 30-day SOFR + 260 basis points, or another rate acceptable to the Authorized Officer.

Security: Mortgage on the Project (the "Senior Mortgage").

*to be repaid with a portion of the syndication of the low-income housing tax credit allocation by the City, the Donation Tax Credit Proceeds, the City Loan, the Seller Loan, the Sponsor Loan(s), and/or the Capital Magnet Fund Loan.

2. Donation Tax Credit Proceeds Equity*.

Amount: \$2,245,900 or another amount acceptable to the Authorized Officer.

*in lieu of a capital contribution as described above, the Donation Tax Credit proceeds may be contributed in whole or in part as a sponsor loan.

Source: A portion of the proceeds of the sale of Illinois Affordable Housing Tax Credits received by Mercy Housing Lakefront, an Illinois not-for-profit corporation, or another source acceptable to the Authorized Officer, which proceeds will subsequently be contributed to the Borrower.

3. City Loan.

Amount: Not to exceed \$14,872,344.

Source: City of Chicago Multi-Family Program Funds or such other source 30 years plus construction period or such other term acceptable to the Authorized Officer.

Interest: 4% per annum or such other rate acceptable to the Authorized Officer.

Security: Mortgage on the Project junior to the Senior Mortgage, and/or such other security acceptable to the Authorized Officer (the "City Mortgage").

4. Capital Magnet Fund Loan.

Proceeds: \$999,000 or such other amount acceptable to the Authorized Officer.

Source: Capital Magnet Fund Program (by Mercy Housing, Inc. or another entity approved by the Authorized Officer).

Term: 30 years plus construction period or such other term acceptable to the Authorized Officer.

Interest: 2.25% per annum or such other rate acceptable to the Authorized Officer.

Security: Mortgage on the Project junior to the Senior Mortgage and the City Mortgage.

5. Sponsor Loan(s)*.

Proceeds: \$4,931,444 or such other amount acceptable to the Authorized Officer.

*Sources may be loaned as a single sponsor loan or as multiple sponsor loans. In lieu of a sponsor loan as described above, the Donation Tax Credit proceeds may be contributed in whole or in part as a capital contribution.

Source: Various grant sources, including without limitation any of the following: proceeds from the sale of Illinois Affordable Housing Tax Credits, State of Illinois appropriated funds, ComEd, and EPIC, which will be received by Mercy Housing Lakefront and contributed or loaned to the borrower or such other source acceptable to the Authorized Officer.

Structure: This amount can be structured as a capital contribution or as an additional secured loan or as multiple secured loans, similar to other subordinate loans set forth on this Ordinance Exhibit A.

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

Proceeds: \$14,816,531 or such other amount acceptable to the Authorized Officer, all or a portion of which may be paid in on a delayed basis.

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

7. Seller Financing.

Amount: \$12,600,000, which may be adjusted up to the fair market value as determined by an appraisal of the Property prior to closing and to account for payables due in cash at closing, or such other amount acceptable to the Authorized Officer.

Term: 30 years plus construction period or such other term acceptable to the Authorized Officer.

Source: Seller financing from Mercy Housing Lakefront, an Illinois not-for-profit corporation or another entity acceptable to the Authorized Officer.

Interest: 4.2% or another rate acceptable to the Authorized Officer, in no event less than the lowest Applicable Federal Rate the month of closing or the two months prior.

Security: Mortgage on the Property junior to the lien of the City Mortgages or as otherwise acceptable to the Authorized Officer.

*Exhibit "B".
(To Ordinance)*

Form Of Bond Indenture.

INDENTURE

THIS INDENTURE ("**Indenture**"), dated as of _____ 1, 2026, between the **CITY OF CHICAGO**, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "**Issuer**"), and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association, as Trustee (such trustee or any of its successors in trust, the "**Trustee**").

RECITALS

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to the hereinafter defined Ordinance of the Issuer, the Issuer is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the Issuer, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer;

WHEREAS, the Issuer has determined to issue, sell and deliver its \$ _____ Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2026 (the "**Bonds**") pursuant to the Indenture, from the Issuer to the Trustee, and to lend the proceeds thereof to the Borrower for the purpose of financing the acquisition, rehabilitation and equipping of a six-story building located generally at 1801 S. Wabash Avenue in Chicago, Illinois (the "**Property**"), to contain 100 studios (the "**Units**") affordable for rental to households earning at or below 80 percent of the area median income with at least 40 percent or more of the Units occupied by households earning 60 percent or less of the area median income, as well as a ground floor devoted to residential amenities and community space (collectively, the "**Project**") to be known as Prairie District Apartments; and

WHEREAS, the Borrower desires to obtain Multi-Family Housing Financing from the City for the purpose of financing the acquisition, rehabilitation and equipping of the Project, as further defined in **Exhibit A**), and to pay a portion of the costs of issuance and other costs incurred in connection therewith; and

WHEREAS, the Issuer will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of _____ 1, 2026, by and among the Issuer, the Borrower, and the Trustee (the "**Loan Agreement**") and the Bonds shall be payable solely from the revenues received by the Issuer from the repayment of the loan of the proceeds of the Bonds to the Borrower (the "**Loan**") and from other revenues derived from the Loan and the Bonds; and

WHEREAS, the Bonds will be secured by this Indenture, and the Issuer is authorized to execute and deliver this Indenture and to do or cause to be done all acts provided or required herein to be performed on its part;

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, that to secure the payment of Bond Service Charges (as defined herein) on the Bonds according to their true intent and meaning, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained therein and herein, and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Holders, and for other good and valuable consideration, the receipt of which is acknowledged, the Issuer has executed and delivered this Indenture and absolutely assigns hereby to the Trustee (except Reserved Rights), and to its successors in trust, and its and their assigns, all right, title and interest of the Issuer in and to:

GRANTING CLAUSES

For the equal and proportionate benefit, security and protection of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds:

(i) the Revenues (as defined herein), including, without limitation, all Loan Payments (as defined herein), Eligible Funds (as defined herein) and other amounts receivable by or on behalf of the Issuer under the Loan Agreement in respect of repayment of the Loan,

(ii) the Special Funds (as defined herein), including all accounts in those Special Funds and all money deposited therein and the investment earnings on such money,

(iii) subject to the provisions of the Ordinance, all right, title and interest of the Issuer in the proceeds derived from the sale of the Bonds, and any securities in which money in the Special Funds are invested, and (except for money required to be rebated to the United States of America under the Code) the proceeds derived therefrom, and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone on its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Indenture,

(iv) the Note (as defined herein), and

(v) the Loan Agreement, except for the Reserved Rights (the foregoing collectively referred to as the "**Trust Estate**").

PROVIDED, HOWEVER, AND NOTWITHSTANDING THE FOREGOING, THE TRUST ESTATE SHALL NOT INCLUDE THE REBATE FUND OR ANY MONEYS OR INVESTMENTS REQUIRED TO BE DEPOSITED INTO THE REBATE FUND;

TO HAVE AND TO HOLD unto the Trustee and its successors in that trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof,

(a) except as provided otherwise herein, for the equal and proportionate benefit, security and protection of all present and future Holders of the Bonds issued or to be issued under and secured by this Indenture,

(b) for the enforcement of the payment of the principal of and interest on the Bonds, when payable, according to the true intent and meaning thereof and of this Indenture, and

(c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of this Indenture,

in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other by reason of designation, number, date of the Bonds or of authorization, issuance, sale, execution, authentication, delivery or maturity thereof, or otherwise, so that each Bond and all Bonds shall have the same right, lien and privilege under this Indenture and shall be secured equally and ratably hereby, it being intended that the lien and security of this Indenture shall take effect from the date hereof, without regard to the date of the actual issue, sale or disposition of the Bonds, as though upon that date all of the Bonds were actually issued, sold and delivered to purchasers for value; provided, however, that

- (i) if the principal of the Bonds and the interest due or to become due thereon shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the Outstanding Bonds (as defined herein) shall have been paid and discharged in accordance with Article IX hereof,
- (ii) if all of the covenants, agreements, obligations, terms and conditions of the Issuer under this Indenture shall have been kept, performed and observed and there shall have been paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and
- (iii) this Indenture and the rights assigned hereby shall cease, determine and be void, except as provided in Section 9.02 hereof with respect to the survival of certain provisions hereof; otherwise, this Indenture shall be and remain in full force and effect.

It is declared that all Bonds issued hereunder and secured hereby are to be issued, authenticated and delivered, and that the Trust Estate assigned hereby is to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Indenture. The Issuer has agreed and covenanted, and agrees and covenants with the Trustee and with each and all Holders, as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions. The terms defined in this Section 1.01 or in the Recitals hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01 or in the Recitals hereto.

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy, insolvency or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, as now or hereafter in effect.

"Additional Payments" means the amounts required to be paid by the Borrower pursuant to the provisions of Section 4.04 of the Loan Agreement.

"Administrative Expenses" means the Issuer Fee, the City Administrative Fee, the Ordinary Trustee Fees and Expenses and the Dissemination Agent Fee.

"Affiliated Party" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the policies of such Person, directly or indirectly, whether through the power to appoint and remove its directors, the ownership of voting securities, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Authorized Borrower Representative" means any person who, at any time and from time to time, is designated as the Borrower's authorized representative by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by or on behalf of any authorized general partner of the Borrower if the Borrower is a general or limited partnership, by any authorized managing member of the Borrower if the Borrower is a limited liability company, or by any authorized officer of the Borrower if the Borrower is a corporation, which certificate may designate an alternate or alternates. The Trustee may conclusively presume that a person designated in a written certificate filed with it as an Authorized Borrower Representative is an Authorized Borrower Representative until such time as the Borrower files with it (with a copy to the Issuer) a written certificate revoking such person's authority to act in such capacity.

"Authorized Denomination" means \$5,000, or any integral multiple of \$1,000 in excess thereof.

"Authorized Issuer Representative" means any person or persons specifically authorized by the Ordinance to take the action intended. The identity of each Authorized Issuer Representative shall be evidenced by a certificate containing the specimen signature of such person and such person's telephone number and signed on behalf of the Issuer.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy," as in effect now and in the future, or any successor statute.

"Beneficial Owner" means with respect to the Bonds, the Person owning the Beneficial Ownership Interest therein.

"Beneficial Ownership Interest" means the right to receive payments and notices with respect to the Bonds held in a Book-Entry System.

"Bond Counsel" means Chapman and Cutler LLP, or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the Bond Fund created in Section 4.01 hereof.

"Bond Payment Date" means each Interest Payment Date and any other date Bond Service Charges on the Bonds are due, whether at maturity, upon redemption, Mandatory Tender or acceleration or otherwise.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated _____, 2026, among the Underwriter, the Issuer and the Borrower.

"Bond Service Charges" means, for any period or payable at any time, the principal of and interest on the Bonds for that period or payable at that time whether due at maturity or upon redemption, Mandatory Tender or acceleration.

"Bond Year" means each annual period of twelve months ending on May 1 as applicable; provided, however, that the first annual period commences on the date of the original issuance and delivery of the Bonds and ends on May 1, 2027 and the last of which ends on the maturity of the Bonds.

"Bonds" means the Issuer's Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2026 in the aggregate principal amount of \$ _____ issued under and secured by this Indenture.

"Book-Entry Form" or "Book-Entry System" means, with respect to the Bonds, a form or system, as applicable, under which (a) physical Bond certificates in fully registered form are issued only to a Securities Depository or its nominee, with the physical Bond certificates "immobilized" in the custody of the Securities Depository and (b) the ownership of book-entry interests in Bonds and Bond Service Charges thereon may be transferred only through a book-entry made by others than the Issuer or the Trustee. The records maintained by others than the Issuer or the Trustee constitute the written record that identifies the owners, and records the transfer, of book-entry interests in those Bonds and Bond Service Charges thereon.

"Borrower" means MHL 2 Prairie District Apartments-Wabash LP, a limited partnership organized under the laws of the State of Illinois, and its successors and assigns.

"Borrower Documents" when used with respect to the Borrower, means all documents and agreements executed and delivered by the Borrower as security for or in connection with the issuance of the Bonds, including but not limited to, the Financing Documents and the Mortgage Loan Documents. The Borrower Documents do not include any documents or agreements to which the Borrower is not a direct party, including the Bonds or this Indenture.

"Business Day" means any day of the year on which (i) banks located in the City of Chicago and the city in which the principal office of the Trustee is located, are not required or authorized to remain closed and (ii) The New York Stock Exchange is not closed.

"Cash Flow Projection" means a written cash flow projection prepared by an Independent firm of certified public accountants, a financial advisory firm, a law firm or other Independent third party qualified and experienced in the preparation of cash flow projections for structured finance transactions similar to the Bonds, designated by the Borrower and acceptable to the Rating Agency, establishing the sufficiency of (a) the amount on deposit in the Special Funds, (b) projected investment income to accrue on amounts on deposit in the Special Funds during the applicable period and (c) any additional Eligible Funds delivered to the Trustee by or on behalf of the Borrower to pay Bond Service Charges and the Administrative Expenses, in each instance, when due and payable, including, but not limited to, any cash flow projection prepared in

connection with (i) the initial issuance and delivery of the Bonds, (ii) a proposed remarketing of the Bonds, as provided in Section 3.07 hereof, (iii) the release of Eligible Funds from the Negative Arbitrage Account, as provided in Section 4.03 hereof, and (iv) the purchase, sale or exchange of Eligible Investments as provided in Section 4.10 hereof.

"Certificate of the Issuer," "Statement of the Issuer," "Request of the Issuer" and "Requisition of the Issuer" mean, respectively, a written certificate, statement, request or requisition, with or without the seal of the Issuer, signed in the name of the Issuer by an Authorized Issuer Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and if so combined shall be read and construed as a single instrument.

"City Administrative Fee" means the City Administrative Fee to be paid by the Trustee on behalf of the Borrower to the Issuer, described in Section 4.15 of this Indenture.

"Closing Date" means the initial date of delivery of the Bonds in exchange for the purchase price of the Bonds sized as set forth in Section 2.13(b).

"Code" means the Internal Revenue Code of 1986, and any regulations thereunder applicable to the Bonds.

"Collateral Fund" means the Collateral Fund created in Section 4.01 hereof.

"Completion Certificate" means the certificate attached as Exhibit C to the Loan Agreement.

"Completion Date" means the date of the completion of the construction of the Project, as that date shall be certified as provided in Section 3.09 of the Loan Agreement.

"Confirmation of Rating" means a written confirmation, obtained prior to the event or action under scrutiny, from the Rating Agency to the effect that, following the proposed action or event under scrutiny at the time such confirmation is sought, the rating of the Rating Agency with respect to all Bonds then Outstanding and then rated by the Rating Agency will not be downgraded, suspended, qualified or withdrawn as a result of such action or event.

"Construction Lender" means _____.

"Construction Loan" means a loan made by the Construction Lender to the Borrower in the principal amount of \$_____ with respect to the Project.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated the date of issuance of the Bonds, between the Borrower and the Trustee, as dissemination agent, as the same may amended, restated or supplemented from time to time.

"Controlling Holders" means, in the case of consent or direction to be given hereunder, the Holders of the majority in aggregate principal amount of the Outstanding Bonds.

"Costs of Issuance" means the "issuance costs" with respect to the Bonds within the meaning of Section 147(g) of the Code.

"Costs of Issuance Fund" means the Costs of Issuance Fund created in Section 4.01 hereof.

"Designated Office of the Trustee" means the office of the Trustee at the Notice Address set forth in this Section 1.01 or, solely for purposes of presentation for transfer, payment or exchange of the Bonds, the designated corporate trust operations or agency office of the Trustee in Seattle, Washington, or at such other address as may be specified in writing by the Trustee.

"Disbursement Agreement" means the Loan Disbursement Agreement dated as of the Closing Date, by and among the _____, the Issuer, the Subordinate Lender, the trustee, Investor Limited Partner, [Title Company] and the Borrower, relating to the funding of the Mortgage Loan by the Lender.

"Dissemination Agent" means the Trustee, or any successor, as Dissemination Agent under the Continuing Disclosure Agreement.

"Dissemination Agent Fee" means the fee payable to the Dissemination Agent as compensation for its services and expenses in performing its obligations under the Continuing Disclosure Agreement; provided, however, the amount of the Dissemination Agent Fee payable under this Indenture is limited to money withdrawn from the Expense Fund and the Borrower will be responsible to pay the remaining amount of the Dissemination Agent Fee pursuant to Section 4.04 of the Loan Agreement.

"DTC" means The Depository Trust Company (a limited purpose trust company), New York, New York, and its successors or assigns.

"DTC Participant" means any participant contracting with DTC under its book-entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"Electronic Means" means e-mail, facsimile, or any other electronic means of communication approved in writing by the Issuer, Trustee and Underwriter.

"Eligible Funds" means, as of any date of determination, any of:

- (a) the proceeds of the Bonds (including any additional amount paid to the Trustee as the purchase price thereof by the Underwriter);
- (b) money received by the Trustee representing advances to the Borrower of proceeds of the [Mortgage Loan,] [Construction Loan,] [Equity Bridge Loan,] [IHDA Trust Fund Loan,] and proceeds of the [Subordinate Loan];
- (c) amounts drawn by the Trustee on a letter of credit;
- (d) remarketing proceeds of the Bonds (including any additional amount paid to the Trustee as the remarketing price thereof by the Remarketing Agent) received from the Remarketing Agent or any purchaser of Bonds (other than funds provided by the Borrower, the Issuer or any Affiliated Party of either the Borrower or the Issuer);

- (e) any other amounts, including the proceeds of refunding bonds, for which the Trustee has received an Opinion of Counsel (which opinion may assume that no Holder or Beneficial Owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) to the effect that (I) the use of such amounts to make payments on the Bonds would not violate Section 362(a) of the Bankruptcy Code or that relief from the automatic stay provisions of such Section 362(a) would be available from the bankruptcy court and (II) payments of such amounts to Holders would not be avoidable as preferential payments under Section 547 or 550 of the Bankruptcy Code should the Issuer or the Borrower become a debtor in proceedings commenced under the Bankruptcy Code;
- (f) any payments made by the Borrower and held by the Trustee for a continuous period of 123 days, provided that no Act of Bankruptcy has occurred during such period; and
- (g) investment income derived from the investment of the money described in (a) through (f) above.

"Eligible Investments" means, subject to the provisions of Section 4.10 hereof and to the extent authorized under State law any of the following obligations which mature (or are redeemable at the option of the Trustee) at such time or times as to enable disbursements to be made from the fund in which such investment is held or allocated in accordance with the terms of this Indenture:

(a) Government Obligations; and

(b) Shares or units in any money market mutual fund rated "Aaa-mf" by Moody's (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) including mutual funds of the Trustee or its affiliates or for which the Trustee or an affiliate thereof serves as investment advisor or provides other services to such mutual fund and receives reasonable compensation therefor that are "registered under the Investment Company Act of 1940, as amended, whose investment portfolio consists solely of direct obligations of the government of the United States of America.

"Equity Bridge Lender" means _____, as maker of an equity bridge loan to the Borrower.

"Equity Bridge Loan" means the equity bridge loan from the Equity Bridge Lender to the Borrower in the principal amount of \$_____*.

"Event of Default" means (a) with respect to this Indenture, any of the events described as an Event of Default in Section 6.01 hereof and (b) with respect to the Loan Agreement, any of the events described as an Event of Default in Section 8.01 of the Loan Agreement.

"Expense Fund" means the Expense Fund created in Section 4.01 hereof.

"Extension Payment" means the amount due, if any, to provide adequate additional funds for the payment of Bond Service Charges and Administrative Expenses during a Remarketing Period in connection with the change or extension of the Mandatory Tender Date pursuant to

Section 3.07 hereof, and (a) which shall be determined by a Cash Flow Projection approved in writing by the Rating Agency and (b) must consist of Eligible Funds other than the proceeds of the Bonds.

"Federal Tax Status" means, as to the Bonds, the status of the interest on the Bonds as excludable from gross income for federal income tax purposes of the Holders of the Bonds (except on Bonds while held by a substantial user or related person, each as defined in the Code).

"Financing Documents" means this Indenture, the Bonds, the Loan Agreement, the Note, the Disbursement Agreement, the Tax Compliance Agreement, the Land Use Restriction Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Remarketing Agreement and any other instrument or document executed in connection with the Bonds, together with all modifications, extensions, renewals and replacements thereof.

"Force Majeure" means any of the causes, circumstances or events described as constituting Force Majeure in Section 8.01 of the Loan Agreement.

"General Partner" means MHL 2 Prairie District Apartments-Wabash GP LLC, an Illinois limited liability company.

"Government Obligations" means (i) noncallable, non-redeemable direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged, and (ii) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (i) or (ii) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par at the option of anyone other than the holder thereof.

"Highest Rating Category" means, with respect to an Eligible Investment, that the Eligible Investment is rated by a Rating Agency in the highest rating given by that Rating Agency for that Rating Category, provided that such rating shall include but not be below "Aaa" or "Aaa/VMIG 1" if rated by Moody's or "A-1+" or "AA+" if rated by S&P.

"Holder" or *"Bondholder"* when used with respect to any Bond, means the Person in whose name such Bond is registered.

"IHDA Trust Fund Loan" means a loan made by the Illinois Housing Development Authority to the Borrower in the principal amount of \$_____ * with respect to the Project.

"Indenture" means this Indenture, dated as of _____ 1, 2026, between the Issuer and the Trustee, as amended or supplemented from time to time.

"Independent" when used with respect to a specified Person means such Person has no specific financial interest direct or indirect in the Borrower or any Affiliate of the Borrower and in the case of an individual is not a director, trustee, officer, partner, member or employee of the Borrower or any Affiliate of the Borrower and in the case of an entity, does not have a partner, director, trustee, officer, member or employee who is a director, trustee, partner, member, officer or employee of any partner or member of the Borrower or any Affiliate of the Borrower.

"Inducement Ordinance" means the Inducement Ordinance adopted by the City Council of the Issuer on January ____, 2023 with respect to the Project and the Bonds.

"Initial Borrower Deposit" means funds in the amount of \$0 provided by or on behalf of the Borrower, which is to be deposited as provided in Section 4.02(b) hereof.

"Initial Interest Rate" means ____% per annum.

"Initial Mandatory Tender Date" means ____ 1, 202__.

"Initial Remarketing Date" means the Initial Mandatory Tender Date, but only if the conditions for remarketing the Bonds on such date as provided in Section 3.07 hereof are satisfied.

"Interest Payment Date" means (a) ____ 1 and ____ 1 of each year beginning ____ 1, 2026, (b) each Redemption Date and (c) each Mandatory Tender Date. In the case of insufficient funds to pay the purchase price on the Bonds following Mandatory Tender on the Initial Mandatory Tender Date, "Interest Payment Date" also means the first Business Day of each month as provided in the second paragraph of Section 2.02 hereof. In the case of a payment of defaulted interest, "Interest Payment Date" also means the date of such payment established pursuant to Section 2.03 hereof.

"Interest Period" means, initially, the period from the Closing Date to and including ____ 1, 2026, and thereafter, the period commencing on each succeeding Interest Payment Date and ending on the last day of the month preceding the next Interest Payment Date.

"Interest Rate" means the Initial Interest Rate to but not including the Initial Mandatory Tender Date, and thereafter the applicable Remarketing Rate.

"Interest Rate for Advances" means the rate per annum which is two percent plus that interest rate announced by the Trustee in its lending capacity as a bank as its "Prime Rate" or its "Base Rate."

"Investor Limited Partner" means ____ Limited Partnership, a ____ limited partnership, and its permitted successors and assigns.

"Issuer" means the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State.

"Issuer Documents" means the Financing Documents to which the Issuer is a party.

"Issuer Fee" means the amount of \$____, which represents 1.5% of the par amount of the Bonds, paid by the Trustee on behalf of the Borrower to the Issuer on the Closing Date in connection with, and as consideration for, the issuance of the Bonds.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of ____ 1, 2026, between the Issuer and the Borrower with respect to the Project and the Bonds.

"Lender" means [CIBC], an ____ corporation.

"Lender Funds" means _____.

"Loan" means the loan by the Issuer to the Borrower of the proceeds received from the sale of the Bonds.

"Loan Agreement" means the Loan Agreement dated as of the date hereof among the Issuer, the Borrower and the Trustee, as the same may be amended, restated or supplemented from time to time.

"Loan Payments" means the amounts required to be paid by the Borrower in repayment of the Loan pursuant to the provisions of the Note and Section 4.01 of the Loan Agreement.

"Local Time" means central time (daylight or standard, as applicable) in Chicago, Illinois.

"Mandatory Tender" means a tender of Bonds required by Section 3.05 hereof.

"Mandatory Tender Date" means (a) the Initial Mandatory Tender Date and (b) if the Bonds Outstanding on the Initial Mandatory Tender Date or on any subsequent Mandatory Tender Date are remarketed pursuant to Section 3.07 hereof for a Remarketing Period that does not extend to the final maturity of the Bonds, the day after the last day of the Remarketing Period.

"Maturity Date" means _____ 1, 202__.

"Maximum Interest Rate" means the interest rate equal to the lesser of: (a) 12% per annum, or (b) the maximum interest rate per annum permitted by applicable State law.

"Mortgage Loan" means the mortgage loan to be made from the Lender to the Borrower in the principal amount of \$_____ with respect to the Project, as described and provided for in the Mortgage Loan Documents.

"Mortgage Loan Documents" means the mortgage, mortgage note, and all other documents required by the Lender in connection with the Mortgage Loan.

"Negative Arbitrage Account" means the Negative Arbitrage Account of the Bond Fund created in Section 4.01 hereof.

"Note" means the promissory note of the Borrower, dated as of even date with the Bonds initially issued, in the form attached as Exhibit A to the Loan Agreement and in the principal amount of \$_____, evidencing the obligation of the Borrower to make Loan Payments.

"Notice Address" means with respect to each of the Persons listed below the address set forth below until such time as such Person shall have notified each of the other Persons listed below of a new Notice Address.

If to the Issuer:

City of Chicago
Department of Housing
City Hall
121 N. LaSalle Street, Room 1006
Chicago, Illinois 60602

With copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development
Division

and to:

City of Chicago
Department of Finance
City Hall
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

If to the Borrower:

Attention: _____

With a copy to:

Applegate & Thorne-Thomsen, P.C.
425 S. Financial Place, Suite 1900
Chicago, IL 60605
Attention: Bennett P. Applegate

If to the Lender:

Attention: _____

With a copy to:

Attention: _____

If to the Trustee:

Zions Bancorporation, National Association
601 Union Street, Suite 3600
Seattle, Washington 98101
Attn: Corporate Trust

If to the Remarketing Agent: Stifel, Nicolaus & Company, Incorporated
10500 NE 8th Street
Suite 1410
Bellevue, Washington 98004
Attention: David Dill

If to the Investor Limited
Partner:

Attention: _____

With a copy to:

Attention: _____

If to the Rating Agency: Moody's Investors Service, Inc.
7 World Trade Center
250 Greenwich Street, 16th Floor
New York, New York 10007
Attention: Public Finance Group – Housing Team
Electronic notices shall be delivered to:
Housing@moody.com

"Notice by Mail" or *"notice"* of any action or condition *"by Mail"* shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail to the Holders of specified registered Bonds at the addresses shown in the Bond Register.

"Optional Redemption Date" means the date on which an optional redemption of the Bonds may be exercised, as provided in Section 3.01(a) of this Indenture.

["Ordinance" means the ordinance adopted by the City Council of the Issuer on _____, 2024, [as amended and restated by the ordinance adopted by the City Council of the Issuer on _____, 2026,] authorizing the issuance, sale and delivery of the Bonds.]

"Ordinary Trustee Fees and Expenses" means an upfront fee in the amount of \$5,000 payable on the Closing Date, payable from funds of the Borrower.

"Organizational Documents" means the Borrower's Amended and Restated Agreement of Limited Partnership dated as of _____ 1, 2026.

"Outstanding" when used with respect to the Bonds, means all Bonds theretofore authenticated and delivered under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which money or obligations shall have been theretofore deposited with the Trustee in accordance with Article IX hereof;

(c) Bonds paid pursuant to Section 2.03 hereof; and

(d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

"Participant" when used with respect to any Securities Depository means any participant of such Securities Depository.

"Paying Agent" or *"paying agent"* means the Trustee and its successors designated pursuant to this Indenture.

"Person" or *"Persons"* means one or more natural persons, firms, associations, partnerships, corporations, limited liability companies or public bodies.

"Plans and Specifications" means the plans and specifications describing the Project as now prepared and as they may be changed, revised and updated from time to time as provided in the Loan Agreement.

"Predecessor Bond" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by the particular Bond. For the purposes of this definition, any Bond authenticated and delivered under Section 2.09 hereof in lieu of a lost, stolen or destroyed Bond shall, except as otherwise provided in Section 2.09, be deemed to evidence the same debt as the lost, stolen or destroyed Bond.

"Project" means the acquisition, rehabilitation and equipping of a six-story building located generally at 1801 S. Wabash Avenue in Chicago, Illinois, to contain 100 studios affordable for rental to households earning at or below 80 percent of the area median income with at least 40 percent or more of such studios occupied by households earning 60 percent or less of the area median income, as well as a ground floor devoted to residential amenities and community space, to be known as Prairie District Apartments.

"Project Costs" means, to the extent authorized by the Code, any and all costs incurred by the Borrower with respect to the acquisition and construction of the Project, including, without limitation, costs for site preparation, the planning of housing and related facilities and improvements, the acquisition of property, the removal, demolition or rehabilitation of existing structures, the construction of housing and related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and Borrower's overhead and supervisors' fees and costs directly allocable to the Project, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project), and interest accrued during construction and prior to the Completion Date.

"Project Fund" means the Project Fund created in Section 4.01 hereof

"Qualified Project Costs" means Project Costs (excluding Costs of Issuance) paid (i) after the date which is 60 days prior to the adoption of the Inducement Ordinance or (ii) prior to such

date which are nevertheless eligible for reimbursement under the Code, which either constitute land or property of a character subject to the allowance for depreciation under Section 167 of the Code or are chargeable to a capital account with respect to the Project for federal income tax and financial accounting purposes, or would be so chargeable either with a proper election by the Borrower or but for the proper election by the Borrower to deduct those amounts within the meaning of Code Regulation 1.103-8(a)(1)(i); provided, however, that only such portion of interest accrued during construction of the Project shall constitute a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided, further, that interest accruing after the Completion Date shall not be a Qualified Project Cost; and provided still further that, if any portion of the Project is being constructed by an Affiliated Party (whether as a general contractor or a subcontractor), "Qualified Project Costs" shall include only (a) the actual out-of-pocket costs incurred by such Affiliated Party in constructing the Project (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Affiliated Party and (c) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the construction of the Project or payments received by such Affiliated Party due to early completion of the Project (or any portion thereof).

"Rating Agency" means Moody's, S&P or any other nationally recognized securities rating agency rating the Bonds, or such rating agency's successors or assigns, and initially means Moody's so long as Moody's is rating the Bonds'.

"Rating Category" means one of the rating categories of the Rating Agency for the specific type and duration of the applicable Eligible Investment.

"Rebate Amount" means the amount required to be rebated to the United States pursuant to Section 148 of the Code.

"Rebate Analyst" means a certified public accountant, financial analyst or attorney, or any firm of the foregoing, or a financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code and selected by the Issuer at the expense of the Borrower to calculate the Rebate Amount or, in the event that the Issuer fails to so select a Rebate Analyst and the Borrower fails to pay such fee one month prior to any date on which calculations are required to be made, any qualified person retained by the Trustee to calculate the Rebate Amount. The initial Rebate Analyst shall be Tiber Hudson LLC.

"Rebate Analyst Fee" means the fee of the Rebate Analyst in an amount to be paid from moneys in the Rebate Fund and other funds provided by the Borrower for such purpose.

"Rebate Fund" means the Rebate Fund created in Section 4.01 hereof.

"Redemption Date" means any date on which Bonds are redeemed in accordance with this Indenture, including (a) the Maturity Date, (b) the date of acceleration of the Bonds and (c) pursuant to Sections 3.01 and 3.05 hereof.

"Register" means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 2.10 hereof.

"Regular Record Date" means, with respect to any Bond, the fifteenth day of the calendar month next preceding an Interest Payment Date.

"Rehabilitation Expenditures" shall mean, unless otherwise provided in Section 147(d)(3) of the Code and the Regulations, any amount, whether or not financed with the net proceeds of the Bonds, that is:

- (a) properly chargeable to the capital account of the Project;
- (b) incurred by the Borrower, or by the seller of such building pursuant to applicable contract of sale, after the inducement date and prior to the date that is 2 years after the later of the issue date or the acquisition of such building by the Borrower;
- (c) incurred for property (or additions or improvements to property) in connection with the rehabilitation of a building comprising a part of the Project and, in the case of an integrated operation contained in such a building before its acquisition by the Borrower, the rehabilitation of existing equipment in such building or the replacement of such equipment with equipment having substantially the same function; and
- (d) not an expenditure described in Section 47(c)(2)(B) of the Code.

"Remarketing Agent" means Stifel, Nicolaus & Company, Incorporated or any successor as Remarketing Agent designated in accordance with Section 7.17 hereof.

"Remarketing Agent's Fee" means the fee of the Remarketing Agent for its remarketing services.

"Remarketing Agreement" means the Remarketing Agreement, dated as of _____ 1, 2026, by and between the Borrower and the Remarketing Agent, as amended, supplemented or restated from time to time, or any agreement entered into in substitution therefor.

"Remarketing Date" means the Initial Remarketing Date and, if the Bonds Outstanding on such date or on any subsequent Remarketing Date are remarketed pursuant to Section 3.07 for a Remarketing Period that does not extend to the final maturity of the Bonds, the day after the last day of the Remarketing Period.

"Remarketing Expenses" means the costs and expenses, other than Administrative Expenses, incurred by the Trustee and its counsel, the Remarketing Agent and its counsel, the Issuer and its counsel, and Bond Counsel in connection with the remarketing of the Bonds, including bond printing and registration costs, costs of funds advanced by the Remarketing Agent, registration and filing fees, rating agency fees, the costs of any cash flow verification reports, and other costs and expenses incurred in connection with or properly attributable to the remarketing of Bonds as certified to the Trustee by the Remarketing Agent in writing.

"Remarketing Notice Parties" means the Borrower, the Issuer, the Trustee, the Remarketing Agent and the Lender.

"Remarketing Period" means the period beginning on a Remarketing Date and ending on the last day of the term for which Bonds are remarketed pursuant to Section 3.07 or the final Maturity Date of the Bonds, as applicable.

"Remarketing Proceeds Account" means the Remarketing Proceeds Account of the Bond Fund created in Section 4.01 hereof.

"Remarketing Rate" means the interest rate or rates established pursuant to the third paragraph of Section 2.02 and borne by the Bonds then Outstanding from and including each Remarketing Date to, but not including, the next succeeding Remarketing Date or the final Maturity Date of the Bonds, as applicable.

"Reserved Rights" of the Issuer means (a) the right of the Issuer to amounts payable to it pursuant to Section 4.04 of the Loan Agreement, (b) all rights which the Issuer or its members, directors, officers, officials, agents or employees may have under this Indenture and the Financing Documents to indemnification by the Borrower and by any other persons and to payments for expenses incurred by the Issuer itself, or its members, directors, officers, officials, agents or employees, (c) the right of the Issuer to receive notices, reports or other information, make determinations and grant approvals hereunder and under the other Financing Documents, (d) all rights of the Issuer to enforce the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly, to the requirements of the Act or of the Issuer, and set forth in any of the Financing Documents or in any other certificate or agreement executed by the Borrower, (e) all inspection rights of the Issuer, (f) all rights of the Issuer in connection with any amendment to or modification of the Financing Documents, and (g) all enforcement remedies with respect to the foregoing.

"Revenues" means (a) the Loan Payments, (b) the Eligible Funds, (c) all other money received or to be received by the Trustee in respect of repayment of the Loan, including without limitation, all money and investments in the Bond Fund, (d) any money and investments in the Project Fund and the Collateral Fund, and (e) all income and profit from the investment of the foregoing money. The term *"Revenues"* does not include any money or investments in the Rebate Fund.

"Securities Depository" means any securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as a securities depository for the Bonds.

"Special Funds" means, collectively, the Bond Fund, the Project Fund and the Collateral Fund, and any accounts therein, all as created in this Indenture.

"Special Record Date" means the date and time established by the Trustee for the determination of which Holders shall be entitled to receive overdue interest or principal on the Bonds pursuant to Section 2.03 hereof.

"State" means the State of Illinois.

"Subordinate Lender" means _____.

"Subordinate Loan" means _____.

"Supplemental Indenture" means a supplement to this Indenture being authorized and executed pursuant to Section 8.01 or Section 8.02 hereof.

"Tax Compliance Agreement" means the Arbitrage and Tax Compliance Agreement, dated the Closing Date, between the Borrower and the Issuer relating to the Bonds.

"Tendered Bond" means any Bond which has been tendered for purchase pursuant to a Mandatory Tender.

"Trust Estate" means the property rights, money, securities and other amounts pledged and assigned pursuant to the Granting Clauses of this Indenture.

"Trustee" means Zions Bancorporation, National Association, a national banking association, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter, "Trustee" shall mean the successor Trustee.

"Undelivered Bond" means any Bond that is required under this Indenture to be delivered to the Remarketing Agent or the Trustee for purchase on a Mandatory Tender Date but that has not been received on the date such Bond is required to be so delivered.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, a Missouri corporation.

Section 1.02 Interpretation. Reference to Articles, Sections, and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Indenture. The headings of this Indenture are for convenience only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

ARTICLE 2 THE BONDS

Section 2.01 Issuance of Bonds. The Bonds shall be issued in the aggregate principal amount of \$_____; shall be designated "Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2026"; and shall be in the Authorized Denominations requested by the Holder (*provided, however*, that each Bond shall have only one principal maturity date, unless the Trustee shall be directed in writing to authenticate and deliver a Bond of more than one maturity). Unless the Issuer shall otherwise direct the Trustee in writing, the Bonds shall be numbered consecutively from R-1 upwards.

Each Bond shall be (i) substantially in the form attached as *Exhibit A* to this Indenture, (ii) dated _____ 1, 2026, (iii) issued only as a fully registered bond, and, except as provided in Section 2.10 hereof, the Holder of a Bond shall be regarded as the absolute owner thereof for all purposes of this Indenture.

Section 2.02 Maturity and Interest. The Bonds shall bear interest on the principal amount Outstanding from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or provided for, from their date of initial delivery, payable on each Interest Payment Date. The Bonds shall bear interest for each Interest Period at the Interest Rate all as more specifically set forth hereinafter. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall mature on the Maturity Date, subject to prior redemption as set forth in Section 3.01 hereof and subject to Mandatory Tender for purchase as set forth in Section 3.05 hereof.

From the date of their initial delivery to, but not including, the Initial Mandatory Tender Date, the interest rate on the Bonds shall be the Initial Interest Rate. On the Initial Mandatory Tender Date, the Bonds shall be subject to Mandatory Tender pursuant to Section 3.05 hereof.

If insufficient funds are available to pay the purchase price on the Bonds following such Mandatory Tender on the Initial Mandatory Tender Date, the Bonds shall be redeemed in accordance with the provisions of Section 3.01(c) hereof.

The Remarketing Agent shall establish the interest rate on the Bonds Outstanding for each Remarketing Period at the Remarketing Rate in accordance with this Section 2.02. Not less than ten (10) Business Days preceding each Remarketing Date, the Remarketing Agent, taking into consideration prevailing market conditions, shall, using its best professional judgment, determine the minimum rate(s) of interest which, if borne by the Bonds then Outstanding for the Remarketing Period specified by the Remarketing Agent at the direction of the Borrower as provided in Section 3.05 hereof, would enable such Bonds to be remarketed at a price equal to 100% of the principal amount of such Bonds that would not exceed the Maximum Interest Rate. The rate of interest determined in accordance with the previous sentence shall be the Remarketing Rate for the specified Remarketing Period; provided that if the rate of interest so determined for such period would exceed the Maximum Interest Rate, the Bonds Outstanding shall be remarketed for the longest Remarketing Period for which the minimum rate of interest that would enable such Bonds to be remarketed at a price equal to 100% of the principal amount of such Bonds would not exceed the Maximum Interest Rate. Notwithstanding the foregoing, if the rate of interest so determined for any Remarketing Period would exceed the Maximum Interest Rate, the Bonds Outstanding shall not be remarketed and shall be redeemed from funds available to pay the tender price thereof in accordance with Section 3.05(e) hereof.

The Remarketing Agent shall, upon determination of the Remarketing Rate and Remarketing Period, immediately (and in no event later than the Business Day following the day on which the Remarketing Agent makes its determination of the Remarketing Rate and the Remarketing Period) give notice of its determination by telephone or electronic mail, promptly confirmed in writing, to the Trustee, the Issuer and the Borrower. The Remarketing Rate and the Remarketing Period shall be conclusive and binding upon actual receipt thereof by the Trustee, the Issuer, the Borrower and the Holders for the purposes of this Indenture.

Section 2.03 Payment and Ownership of Bonds. To the extent provided in and except as otherwise permitted by this Indenture, the Bonds shall be special limited obligations of the Issuer and the Bond Service Charges thereon shall be payable equally and ratably solely from and secured solely by (a) the Revenues, including but not limited to money and investments in the Special Funds, (b) the assignment of Revenues hereunder and by this Indenture, and (c) the Trust Estate. Notwithstanding anything herein contained to the contrary, any obligation which the Issuer may incur under this Indenture or under any instrument executed in connection herewith which shall entail the expenditure of money shall not be a general obligation of the Issuer but shall be a limited obligation payable solely from amounts assigned to the Trustee pursuant to this Indenture.

Bond Service Charges shall be payable in lawful money of the United States of America without deduction for the services of the Trustee. Subject to the provisions of Section 2.12 hereof, (a) the principal of any Bond shall be payable when due to a Holder by the Trustee, and (b) interest on any Bond shall be paid on each Interest Payment Date by check which the Trustee shall cause to be mailed on that date to the Person in whose name the Bond (or one or more Predecessor Bonds) is registered at the close of business on the Regular Record Date applicable to that Interest Payment Date on the Register at the address appearing therein.

If and to the extent, however, that the Issuer shall fail to make payment or provision for payment of interest on any Bond on any Interest Payment Date, that interest shall cease to be payable to the Person who was the Holder of that Bond (or of one or more Predecessor Bonds)

as of the applicable Regular Record Date. In that event, except as provided below in this Section, when money becomes available for payment of the interest, (a) the Trustee shall, pursuant to Section 6.06(d) hereof, establish a Special Record Date for the payment of that interest which shall be not more than 15 nor fewer than 10 days prior to the date of the proposed payment, and (b) the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed by first-class mail, postage prepaid, to each Holder at its address as it appears on the Register not fewer than 10 days prior to the Special Record Date and, thereafter, the interest shall be payable to the Persons who are the Holders of the Bonds (or their respective Predecessor Bonds) at the close of business on the Special Record Date.

Subject to the foregoing, each Bond delivered under this Indenture upon transfer thereof, or in exchange for or in replacement of any other Bond, shall carry the rights to interest accrued and unpaid, and to accrue on that Bond, or which were carried by that Bond.

Except as provided in this Section and Section 2.09 hereof, (a) the Holder of any Bond shall be deemed and regarded as the absolute owner thereof for all purposes of this Indenture, (b) payment of or on account of the Bond Service Charges on any Bond shall be made only to or upon the order of that Holder or its duly authorized attorney in the manner permitted by this Indenture, and (c) neither the Issuer nor the Trustee shall, to the extent permitted by law, be affected by notice to the contrary. All of those payments shall be valid and effective to satisfy and discharge the liability upon that Bond, including without limitation, the interest thereon, to the extent of the amount or amounts so paid. Notwithstanding anything to the contrary herein or in any of the Bond Documents, the Trustee is authorized to use funds on deposit in the Special Funds, as and when provided, to pay principal and interest on the Bonds when due.

Section 2.04 Restriction on Issuance of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, other than Bonds issued pursuant to the provisions of Section 2.09 hereof or in substitution for other Bonds, is expressly limited to the amount set forth in Section 2.01.

Section 2.05 Limited Obligations. The Bonds and the interest thereon are limited obligations of the Issuer, payable solely from the revenues, receipts and security pledged therefor in the Granting Clauses hereof. The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State, or any political subdivision of the State within the meaning of any constitutional or statutory provisions. None of the Issuer, the State or any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the payments pledged with respect thereto and certain reserve funds established in connection therewith. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

Section 2.06 Indenture Constitutes Contract. In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall hold them from time to time, the provisions of this Indenture shall be deemed to be a part of, and continue to be, a contract between the Issuer and the Holders of the Bonds from time to time.

Section 2.07 Execution. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk or Deputy

City Clerk, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed said Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds.

In case any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

Section 2.08 Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form on the attached **Exhibit A** duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed manually by the Trustee; and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication of all of the Bonds.

Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond, of like date, interest rate, maturity and denomination as that mutilated, lost, stolen or destroyed. Any mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Issuer and the Trustee evidence of such loss, theft or destruction reasonably satisfactory to them together with indemnity reasonably satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond or Bonds the Trustee shall, upon the written direction of the Issuer, pay the same without surrender thereof. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses, including the cost of printing replacement Bonds.

Every new Bond issued pursuant to this Section shall, with respect to such Bond, constitute an additional contractual obligation of the Issuer, whether or not the mutilated, lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder. All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds and shall preclude any and all rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 2.10 Transfer and Exchange of Bonds; Persons Treated as Holders. The Trustee as Registrar shall cause a bond register (herein sometimes referred to as the "Bond Register") to be kept for the registration of transfers of Bonds. Any Bond may be transferred only upon an assignment duly executed by the registered Holder or his or her duly authorized representative in such form as shall be satisfactory to the Registrar, and upon surrender of such Bond to the Trustee for cancellation. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Trustee shall authenticate and deliver to the transferee a replacement fully registered Bond or Bonds of Authorized Denomination in an aggregate principal amount equal to

the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being presented and surrendered for transfer.

Any Bond may, in accordance with its terms, be exchanged, at the office of the Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate as, the Bonds being exchanged. In the event of a partial redemption of a Bond, the Trustee shall authenticate and deliver to the Owner thereof a new Bond of like date, interest rate, maturity and denomination as the partially redeemed Bond in the amount of the unredeemed principal thereof.

In all cases in which Bonds shall be transferred or exchanged hereunder, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid limited obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Bonds surrendered upon transfer or exchange. Neither the Issuer nor the Trustee shall be required to make any exchange or transfer of a Bond during a period beginning at the opening of business 15 days before (i) any Interest Payment Date (including any special interest payment date described in Section 2.02 hereof), or (ii) the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or such Interest Payment Date, or to transfer or exchange any Bonds selected for redemption, in whole or in part.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and premium and interest on any such Bond shall be made only to or upon the order of the registered Holder thereof or his legal representative, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

Section 2.11 Cancellation and Disposition of Bonds. Any Bond surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 2.09, shall be cancelled upon surrender thereof to the Trustee. Evidence of such surrender and cancellation shall be provided to the Issuer by the Trustee, if requested in writing. Cancelled Bonds, or unissued Bond inventory held in blank by the Trustee upon the maturity or total redemption of the Bonds, shall be disposed of by the Trustee in accordance with its retention policy then in effect and evidence of such disposition shall be provided by the Trustee to the Issuer, if requested in writing.

Section 2.12 Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with The Depository Trust Company or another Securities Depository, any provisions of this Indenture to the contrary notwithstanding.

(a) **Payments.** The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the Issuer and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the Issuer and the Securities

Depository may agree in writing to make payments of principal, premium, if any, and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the Issuer shall give the Trustee written notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the Issuer nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository.* The Issuer may, and in the case of subparagraph (ii) or (iii) below shall, discontinue use of a Securities Depository as the depository of the Bonds if (i) the Issuer, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, (ii) the beneficial owners of 100% of the Bonds Outstanding direct the Issuer to do so, or (iii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clauses (i), (ii) or (iii) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The Issuer shall have no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in this paragraph.

(c) *Discontinuance of Book-Entry or Change of Securities Depository.* If, following a determination or event specified in paragraph (b) above, the Issuer discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the Issuer will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant or if directed to do so by the beneficial owners of 100% of the Bonds Outstanding pursuant to subparagraph (b)(ii) above, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in authorized denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the Bond Registrar for such purpose at the principal corporate trust office of the Trustee or at the option of any registered owner of not less than \$1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such registered owner as of the Regular Record Date relating to such Interest Payment Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than such Regular Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent written notice provided 10 business days prior to the next applicable Regular Record Date). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) *Effect of Book-Entry System.* The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the Issuer and the Trustee shall not have liability for the failure of such

Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the Issuer or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

Section 2.13 Delivery of the Bonds. Upon execution and delivery of this Indenture, and satisfaction of the conditions established by the Issuer in the Ordinance and in the Bond Purchase Agreement for delivery of the Bonds, the Issuer shall execute the Bonds and deliver them to the Trustee with written directions to authenticate them. The Trustee shall authenticate and deliver the Bonds as provided in this Indenture, but only upon the receipt of the following:

(i) An order of the Issuer directing the Trustee to authenticate and deliver the Bonds (a form of which is attached hereto as **Exhibit A**) against receipt of the initial purchase price therefor;

(ii) A certified copy of the Ordinance;

(iii) Executed counterparts (or electronic copies thereof) of this Indenture and the other Financing Documents specifically listed in the definition of Financing Documents;

(iv) An opinion of Counsel to the Issuer addressed to the Trustee to the effect that the Bonds have been duly authorized, executed and delivered and that the Bond Documents have been duly executed and delivered by the Issuer and constitute valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally and, with respect to certain remedies which require, or may require, enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose;

(v) An opinion of Bond Counsel addressed to the Trustee, substantially to the effect that this Indenture and the Bonds constitute legal, valid and binding obligations of the Issuer, subject to customary exceptions relating to bankruptcy and insolvency, and to the further effect that the interest on the Bonds is excludable from the gross income of the holders thereof for federal income tax purposes under existing law, subject to customary exceptions and this Indenture creates a lien on the Trust Estate;

(vi) An opinion of counsel for the Borrower addressed to the Trustee and the Underwriter to the effect that the Borrower Documents have been duly authorized, executed and delivered by the Borrower and are legal, valid and binding agreements of the Borrower in accordance with their respective terms subject to customary qualifications and exceptions;

(vii) Funds the Trustee is required to receive for deposit pursuant to Section 4.02 hereof;

(viii) Reimbursement of all fees and expenses due to Trustee hereunder;

(ix) A request and authorization signed by an Authorized Issuer Representative authorizing the Trustee to authenticate and to deliver the Bonds to

the Underwriter upon payment to the Trustee for the account of the Issuer of the amount specified in such request and authorization plus accrued interest, if any, thereon to the date of delivery;

(x) Evidence in writing of recordation of the Land Use Restriction Agreement (which may be in the form of a title company certified copy); and

(xi) Any other documents or opinions which the Trustee, the Issuer or Bond Counsel may reasonably require, which requirement shall be deemed to be satisfied upon the delivery of the Opinion of Bond Counsel.

Section 2.14 Special Agreement with Holders. Notwithstanding any provision of this Indenture or of any Bond to the contrary, with the written approval of the Borrower, the Trustee may but shall not be obligated to, enter into an agreement with any Holder providing for making all payments to that Holder of principal of and interest on that Bond or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner other than as provided in this Indenture and in the Bond, without presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Trustee and the Borrower; provided, that payment in any event shall be made to the Person in whose name a Bond shall be registered on the Register, with respect to payment of principal, on the date such principal is due, and, with respect to the payment of interest, as of the applicable Regular Record Date or Special Record Date, as the case may be.

The Trustee will furnish a copy of each of those agreements, certified to be an accurate copy by an officer of the Trustee, to the Issuer and the Borrower. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Indenture.

Section 2.15 CUSIP Numbers. The Issuer in issuing the Bonds may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; *provided* that the Trustee shall have no liability for any defect in the "CUSIP" numbers as they appear on any Bond, notice or elsewhere, and, *provided further* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any change in the "CUSIP" numbers.

ARTICLE 3 REDEMPTION OF BONDS

Section 3.01 Redemption of Bonds. The Bonds are subject to redemption prior to their stated maturity as follows:

(a) Optional Redemption. The Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower (with a copy to the Invested Limited Partner and the Construction Lender) on the Initial Remarketing Date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable Redemption Date given to the Trustee at least five (5) Business Days prior to the Initial Remarketing Date or the optional redemption date, as applicable. After the Initial Remarketing Date, the Borrower, in consultation with the

Remarketing Agent, may establish an optional redemption date with respect to any subsequent Remarketing Period and, thereafter, the Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower (with a copy to the Invested Limited Partner and the Construction Lender) on or after the applicable redemption date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable redemption date.

(b) Reserved.

(c) Mandatory Redemption. The Bonds shall be redeemed in whole at a redemption price of 100% of the principal amount of such Bonds, plus accrued interest to the Redemption Date, on any Mandatory Tender Date upon the occurrence of any of the following events: (i) the Borrower has previously elected not to cause the remarketing of the Bonds, (ii) the conditions to remarketing set forth in this Indenture have not been met by the dates and times set forth in Section 3.07(b) or Section 3.07(d) hereof, or (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 a.m. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Bonds on such Mandatory Tender Date. Bonds subject to redemption in accordance with this paragraph shall be redeemed from (I) amounts on deposit in the Collateral Fund, (II) amounts on deposit in the Negative Arbitrage Account of the Bond Fund, (III) amounts on deposit in the Project Fund, and (IV) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

(d) Purchase in Lieu of Redemption. At the election of the Borrower upon a redemption in whole of the Bonds, by written notice to the Trustee and the Remarketing Agent given not less than five (5) Business Days in advance of such redemption date, the Bonds will be deemed tendered for purchase in lieu of the redemption on such date and the call for redemption shall be cancelled. The purchase price of Bonds so purchased in lieu of redemption shall be the principal amount thereof together with all accrued and unpaid interest to the date of redemption and any prepayment fee, if due, and shall be payable on the date of redemption thereof. Bonds so purchased in lieu of redemption shall remain Outstanding and shall be registered to or upon the direction of the Borrower.

Section 3.02 Partial Redemption. In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, each \$5,000 unit of face value of principal thereof shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of face value represented by a Bond are to be called for redemption, then upon notice of redemption of a \$5,000 unit or units, the Holder of that Bond shall surrender the Bond to the Trustee (a) for payment of the redemption price of the \$5,000 unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the Holder thereof, of a new Bond or Bonds of the same series, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

If less than all of an Outstanding Bond of one maturity in a Book-Entry System is to be called for redemption, the Trustee shall give notice to the Depository or the nominee of the Depository that is the Holder of such Bond, and the selection of the Beneficial Ownership Interests in that Bond to be redeemed shall be at the sole discretion of the Depository and its participants.

Section 3.03 Notice of Redemption. Unless waived by any Holder of Bonds to be redeemed, official written notice of redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first-class mail, postage prepaid, to the Holder of each Bond to be redeemed, at the address of such Holder shown on the Register at the opening of business on the fifth day prior to such mailing, not less than 20 days nor more than 30 days prior to the date fixed for redemption. With respect to a mandatory redemption pursuant to Section 3.01(c), the Notice of Mandatory Tender provided to Holders pursuant to Section 3.06 shall serve as the notice of redemption required by this Section 3.03 and no further notice of redemption will be required to the Holders. A second written notice of redemption shall be given by the Trustee on behalf of the Issuer, as soon as practicable, by first-class mail to the Holder of each Bond which has been so called for redemption (in whole or in part) but has not been presented and surrendered to the Trustee within 30 days following the date fixed for redemption of that Bond.

All notices of redemption shall state:

- (a) the Redemption Date;
- (b) the redemption price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification by designation, letters, numbers or other distinguishing marks (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Designated Office of the Trustee, and;
- (f) that the notice of redemption is conditioned upon there being deposited with the Trustee on or prior to the date of redemption money sufficient to pay the redemption price of the Bonds to be redeemed and, in the case of any redemption premium on Bonds, that there be on deposit Eligible Funds sufficient to pay such redemption premium; and
- (g) such other information as the Trustee deems advisable.

Notices of redemption shall be revocable in the event that there is not on deposit with the Trustee by 10:00 a.m. Central time on the date of redemption money sufficient to pay the redemption price of the Bonds to be redeemed or, in the case of any redemption premium on Bonds, there is not on deposit Eligible Funds sufficient to pay such redemption premium.

If the Bonds are not then held in a Book-Entry System, in addition to the foregoing notice, further written notice shall be given by the Trustee on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

- (h) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being

redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information deemed necessary in the sole discretion of the Trustee to identify accurately the Bonds being redeemed.

(i) Each further notice of redemption shall be sent at least 15 days before the redemption date by electronic mail, registered or certified mail or overnight delivery service to the Electronic Municipal Market Access ("**EMMA**") or if EMMA is not in existence, to one or more national information services that disseminate notices of redemption of obligations such as the Bonds

(j) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number (if any) identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Failure to receive notice by mailing or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any other Bond.

Notice of any redemption hereunder with respect to Bonds held under a Book-Entry System shall be given by the Trustee on behalf of the Issuer only to the Depository, or its nominee, as the Holder of such Bonds. Selection of Beneficial Ownership Interests in the Bonds called for redemption is the responsibility of the Depository and any failure of such Depository to notify the Beneficial Owners of any such notice and its contents or effect will not affect the validity of such notice of any proceedings for the redemption of such Bonds.

Section 3.04 Payment of Redeemed Bonds. ~~Notice of Redemption having been given in the manner provided~~ in this Article III, the Bonds and portions thereof called for redemption shall become due and payable on the Redemption Date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, including interest accrued to the Redemption Date.

Upon the payment of the price of Bonds being redeemed or prepaid, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed or prepaid with the proceeds of such check or other transfer.

If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with interest accrued thereon to the Redemption Date, is held by the Trustee on the Redemption Date, so as to be available therefor on that date and if notice of redemption has been deposited in the mail as aforesaid, then from and after the Redemption Date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If such money shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

All money deposited in the Bond Fund and held by the Trustee for the redemption, purchase or prepayment of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

Section 3.05 Mandatory Tender

(a) Mandatory Tender for Purchase. All Outstanding Bonds shall be subject to Mandatory Tender by the Holders for purchase in whole and not in part on each Mandatory Tender Date. The purchase price for each such Bond shall be payable in lawful money of the United States of America by check, shall equal 100% of the principal amount to be purchased and accrued interest, if any, to the Mandatory Tender Date, and shall be paid in full on the applicable Mandatory Tender Date.

(b) Mandatory Tender Dates. The Mandatory Tender Dates shall consist of (i) the Initial Mandatory Tender Date and (ii) any subsequent dates for mandatory tender of the Bonds established in writing by the Borrower with the written consent of the Remarketing Agent in connection with a remarketing of the Bonds pursuant to Section 3.07 hereof.

(c) Holding of Tendered Bonds. While tendered Bonds are in the custody of the Trustee pending purchase pursuant hereto, the tendering Holders thereof shall be deemed the owners thereof for all purposes, and interest accruing on tendered Bonds through the day preceding the applicable Mandatory Tender Date is to be paid as if such Bonds had not been tendered for purchase.

(d) Effect of Prior Redemption. Notwithstanding anything herein to the contrary, any Bond tendered under this Section 3.05 will not be purchased if such Bond matures or is redeemed on or prior to the applicable Mandatory Tender Date.

(e) Purchase of Tendered Bonds. The Trustee shall utilize the following sources of payments to pay the tender price of the Bonds not later than 2:30 p.m. Local Time on the Mandatory Tender Date in the following priority: (i) amounts deposited in the Remarketing Proceeds Account, to pay the principal amount, plus accrued interest, of Bonds tendered for purchase; (ii) amounts on deposit in the Collateral Fund, to pay the principal amount of Bonds tendered for purchase; (iii) amounts on deposit in the Negative Arbitrage Account of the Bond Fund to pay the accrued interest, if any, on Bonds tendered for purchase; (iv) amounts on deposit in the Project Fund; and (v) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

(f) Undelivered Bonds. Bonds shall be deemed to have been tendered for purposes of this Section 3.05 whether or not the Holders shall have delivered such Undelivered Bonds to the Trustee, and subject to the right of the Holders of such Undelivered Bonds to receive the purchase price of such Bonds on the Mandatory Tender Date, such Undelivered Bonds shall be null and void. If such Undelivered Bonds are to be remarketed, the Trustee shall authenticate and deliver new Bonds in replacement thereof pursuant to the remarketing of such Undelivered Bonds.

Section 3.06 Mandatory Tender Notice

(a) Notice to Holders. Not less than 30 days preceding a Mandatory Tender Date, the Trustee shall, on behalf of the Issuer, give written notice of mandatory tender to the Holders of the Bonds then Outstanding (with a copy to the Borrower, the Managing Member, the General Partner and the Remarketing Agent) by Electronic Means or by first class mail, postage prepaid, at their respective addresses appearing on the Register stating:

(i) the Mandatory Tender Date and that (A) all Outstanding Bonds are subject to Mandatory Tender for purchase on the Mandatory Tender Date, (B) all Outstanding Bonds must be tendered for purchase no later than 12:00 Noon, Local Time, on the Mandatory Tender Date and (C) Holders will not have the right to elect to retain their Bonds;

(ii) the address of the Designated Office of the Trustee at which Holders should deliver their Bonds for purchase;

(iii) that all Outstanding Bonds will be purchased on the Mandatory Tender Date at a price equal to the principal amount of the Outstanding Bonds plus interest accrued to, but not including, the Mandatory Tender Date; and

(iv) that any Bonds not tendered will nevertheless be deemed to have been tendered and will cease to bear interest from and after the Mandatory Tender Date.

(b) Second Notice. In the event that any Bond required to be delivered to the Trustee for payment of the purchase price of such Bond shall not have been delivered to the Trustee on or before the 30th day following a Mandatory Tender Date, the Trustee shall, on behalf of the Issuer, mail a second notice to the Holder of the Bond at its address as shown on the Register setting forth the requirements set forth in this Indenture for delivery of the Bond to the Trustee and stating that delivery of the Bond to the Trustee (or compliance with the provisions of this Indenture concerning payment of lost, stolen or destroyed Bonds) must be accomplished as a condition to payment of the purchase price or redemption price applicable to the Bond.

(c) Failure to Give Notice. Neither failure to give or receive any notice described in this Section 3.06, nor the lack of timeliness of such notice or any defect in any notice (or in its content) shall affect the validity or sufficiency of any action required or provided for in this Section 3.06.

Section 3.07 Remarketing of Bonds

(a) Notice of Mandatory Tender. No later than 11:00 a.m. Local Time on the 30th day prior to each Mandatory Tender Date, the Trustee shall give notice to the Borrower, the Managing Member and the Remarketing Agent by telephone or electronic mail, confirmed on the same day in writing, which states the aggregate principal amount of Bonds which are to be tendered or deemed to be tendered pursuant to Section 3.05 hereof, which shall be all Outstanding Bonds.

(b) Preliminary Conditions to Remarketing. No later than 11:00 a.m. Local Time on the 15th day prior to the Mandatory Tender Date then in effect, the Borrower may give notice to the Remarketing Notice Parties by telephone or electronic mail, confirmed on the same day in writing, that it elects to cause the Bonds to be remarketed. A remarketing of the Bonds shall be permitted only if the following conditions are satisfied no later than the time the foregoing election notice is given:

(i) Written notice by the Borrower to the Remarketing Notice Parties of the Remarketing Period pursuant to Section 3.10 of the Loan Agreement, which period shall be approved in writing by the Remarketing Agent;

(ii) Delivery to the Trustee, the Rating Agency, and the Remarketing Agent of a written preliminary Cash Flow Projection with respect to the proposed Remarketing Period; and

(iii) The Borrower shall have notified the Issuer and the Trustee in writing that it has approved as to form and substance any disclosure document or offering materials which, in the Opinion of Counsel to the Remarketing Agent addressed to the Issuer and the Trustee, is necessary to be used in connection with the remarketing of the Outstanding Bonds.

(c) Remarketing. Not less than 10 days before each Remarketing Date, the Remarketing Agent shall offer for sale and use its best efforts to sell the Bonds Outstanding on the Remarketing Date at a price equal to 100% of the principal amount of such Bonds plus, if such Remarketing Date is a date other than an Interest Payment Date, accrued interest on such Bonds from the preceding Interest Payment Date to which interest has been paid. No later than the Business Day following the day on which the Remarketing Agent makes its determination of the Remarketing Rate, the Remarketing Agent shall give notice, by telephone or electronic mail, promptly confirmed in writing, to the Remarketing Notice Parties specifying the principal amount of Bonds, if any, it has remarketed (including Bonds to be purchased by the Remarketing Agent on the Remarketing Date for its own account), the Remarketing Rate(s) and the Remarketing Period applicable to the Bonds.

The Remarketing Agent shall have the right to remarket the Bonds tendered pursuant to Section 3.05 hereof; provided, however, that no Bonds shall be remarketed at a price less than 100% of the principal amount thereof plus accrued interest (if any) without the prior written consent of the Borrower and Investor Limited Partner; and provided, further, that the purchase price of any Bond paid to the tendering Holder allocable to such discount shall be paid with Eligible Funds made available therefor and on deposit with the Trustee prior to the remarketing of such Bonds. The Remarketing Agent shall have the right to purchase any Bond tendered or deemed tendered pursuant to Section 3.05 hereof at 100% of the principal amount thereof, and to thereafter sell such Bond. Any such purchase shall constitute a remarketing hereunder.

The Remarketing Agent shall not remarket any Bond to the Issuer, the Borrower, any guarantor of the Bonds or any person which is an "insider" of the Issuer, the Borrower, or any such guarantor within the meaning of the Bankruptcy Code.

(d) Final Conditions to Remarketing.

(i) If, not less than four (4) Business Days preceding the Remarketing Date:

(1) the Remarketing Agent shall have notified the Trustee in writing of the remarketing of the Outstanding Bonds and that the proceeds from the remarketing (including proceeds of remarketing of Outstanding Bonds to be purchased by the Remarketing Agent on the Remarketing Date for its own account) or other funds equal to the amount needed to purchase the remarketed Bonds on the Remarketing Date are expected to be available to the

Trustee on the Remarketing Date for deposit into the Remarketing Proceeds Account; and

(2) the Trustee and the Issuer shall have received written notice from the Remarketing Agent that the Rating Agency shall have received and approved a Cash Flow Projection based on the interest rate(s) to be in effect with respect to the Outstanding Bonds on and after the applicable Remarketing Date;

(3) there shall be on deposit with the Trustee, from Eligible Funds provided by the Borrower an amount sufficient to pay the Extension Payment set forth in the Cash Flow Projection for deposit (A) to the Negative Arbitrage Account of the Bond Fund with respect to the payment of Bond Service Charges during the new Remarketing Period and (B) to the Expense Fund with respect to the payment of Administrative Expenses during the new Remarketing Period;

(4) there shall be on deposit with the Trustee, from Eligible Funds provided by the Borrower an amount sufficient to pay the estimated Remarketing Expenses for deposit in the Expense Fund, or provision for the payment of the estimated Remarketing Expenses shall have been made to the satisfaction of the Trustee and the Remarketing Agent;

(5) the Trustee shall have received written notice from the Remarketing Agent that the Remarketing Agent has received written confirmation from the Rating Agency that the then current rating assigned to the Outstanding Bonds will continue to be effective on the Remarketing Date; and

(6) the Trustee shall have received an Opinion of Bond Counsel to the effect that the remarketing of the Bonds will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes;

then the Trustee shall immediately give notice, by telephone or electronic mail, which notice shall be immediately confirmed in writing, to the Remarketing Agent, the Borrower, the Construction Lender and the [Investor Limited Partner] that (a) all conditions precedent to the remarketing of the Outstanding Bonds have been satisfied and (b) the sale and settlement of the Outstanding Bonds is expected to occur on the Mandatory Tender Date. Following the Trustee's notice, the Outstanding Bonds shall be sold to the purchasers identified by the Remarketing Agent for delivery and settlement on the Mandatory Tender Date, and the Trustee shall apply (i) the funds in the Remarketing Proceeds Account of the Bond Fund on the Remarketing Date to payment of the purchase price of the Outstanding Bonds and (ii) the funds in the Expense Fund to payment of the Remarketing Expenses.

(e) Failure to Satisfy Final Conditions. If not less than four (4) Business Days preceding a Mandatory Tender Date, any condition set forth in paragraph (d) of this Section 3.07 has not been satisfied then the Remarketing Agent shall not sell any of the

Outstanding Bonds on the Remarketing Date and the Trustee shall cancel all Outstanding Bonds pursuant to Section 3.08 hereof.

(f) Remarketing Proceeds. No later than 11:00 a.m. Local Time on each Mandatory Tender Date, the Remarketing Agent shall either (i) pay to the Trustee, in immediately available funds, the proceeds theretofore received by the Remarketing Agent from the remarketing of Bonds tendered for purchase on such Mandatory Tender Date or (ii) cause to be paid to the Trustee by the purchasers of the remarketed Bonds the purchase price plus accrued interest (if any) in immediately available funds. The proceeds from the remarketing of the Bonds shall be deposited in the Remarketing Proceeds Account, segregated from any funds of the Borrower and the Issuer and shall in no case be considered to be or be assets of the Borrower or the Issuer. Funds representing remarketing proceeds received by the Remarketing Agent after 11:00 a.m. Local Time on each Mandatory Tender Date shall be paid to the Trustee as soon as practicable upon such receipt.

(g) Delivery of Purchased Bonds. On or before the Business Day next preceding each Mandatory Tender Date, the Remarketing Agent, by telephonic advice or electronic mail, shall notify the Trustee of (i) the principal amount of Bonds to be sold by the Remarketing Agent pursuant to Section 3.07 hereof and the purchase price, and, unless the Bonds are then in the Book-Entry System, the names, addresses and social security numbers or other tax identification numbers of the proposed purchasers thereof and (ii) the principal amount of Bonds tendered for purchase on such Mandatory Tender Date which will not be sold by the Remarketing Agent pursuant to Section 3.07 hereof. Such telephonic advice shall be confirmed by written notice delivered or electronically communicated at the same time as the telephonic advice.

Bonds purchased by the Trustee on a Mandatory Tender Date that have been remarketed shall be delivered to the purchasers thereof as directed in writing by the Remarketing Agent. Bonds delivered as provided in this Section shall be registered in the manner directed in writing by the recipient thereof.

Section 3.08 Cancellation of Bonds. The Trustee shall immediately cancel Bonds if the tender price of the Bonds is paid from amounts other than proceeds derived from the remarketing of the Bond.

ARTICLE 4 FUNDS; INVESTMENTS

Section 4.01 Establishment of Funds. The following funds are hereby established and shall be maintained by the Trustee under this Indenture and held in trust by the Trustee for the benefit of the Bonds:

- (a) the Bond Fund, and therein the Negative Arbitrage Account and the Remarketing Proceeds Account (but only at such times as money is to be deposited or held in such Accounts as provided in this Indenture);
- (b) Project Fund;
- (c) Costs of Issuance Fund;
- (d) Collateral Fund;

(e) Rebate Fund; and

(f) Expense Fund.

Each fund and account therein shall be maintained by the Trustee as a separate and distinct trust fund or account to be held, managed, invested, disbursed and administered as provided in this Indenture. All money deposited in the funds and accounts created hereunder shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and account, and all disbursements therefrom, in accordance with its general practices and procedures in effect from time to time. The Trustee may also terminate funds and accounts that are no longer needed.

The Trustee shall, at the written direction of an Authorized Borrower Representative and may, in its discretion, establish such additional accounts within any fund, and subaccounts within any of the accounts, as the Issuer (as requested in writing) or the Trustee may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from that fund and its accounts, or for the purpose of complying with the requirements of the Code, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of this Indenture with respect to a deposit or use of money in the Special Funds or the Rebate Fund, or result in commingling of funds not permitted hereunder.

Section 4.02 Application of Bond Proceeds

(a) The proceeds of the Bonds in the amount of \$_____ shall be allocated, deposited or delivered by the Trustee to the Project Fund.

(b) On the Closing Date, the Trustee shall receive the Initial Borrower Deposit from or on behalf of the Borrower, which the Trustee shall deposit to the Costs of Issuance Fund.

(c) On the Closing Date, the Trustee shall deposit Eligible Funds in the amount of \$0 for deposit to the Negative Arbitrage Account of the Bond Fund.

Section 4.03 Bond Fund

On the Closing Date, there shall be deposited in the Bond Fund, from the proceeds of the sale of the Bonds, any accrued interest to be paid with respect to the Bonds, and in the Negative Arbitrage Account of the Bond Fund the amount set forth in Section 4.02(c) hereof, which is an amount equal to the amount of interest payments on the Bonds from the closing date to the initial Mandatory Tender Date. The portion of any Extension Payment received by the Trustee in connection with a remarketing in accordance with Section 3.07 hereof designated for the payment of Bond Service Charges shall also be deposited in the Negative Arbitrage Account.

So long as there are any Outstanding Bonds, to the extent the Borrower has not received a credit against Loan Payments, all Loan Payments under the Loan Agreement shall be paid on or before each Interest Payment Date directly to the Trustee, and deposited in the Bond Fund, in at least the amount necessary to pay the Bond Service Charges due on the Bonds on such Interest Payment Date.

The Bond Fund (and accounts therein for which provision is made in this Indenture) and the money and Eligible Investments therein shall be used solely and exclusively for the payment of Bond Service Charges as they become due.

Bond Service Charges shall be payable, as they become due, in the following order: (a) from money on deposit in the Bond Fund (excluding the Negative Arbitrage Account therein), (b) next from money on deposit in the Negative Arbitrage Account of the Bond Fund, (c) next from money on deposit in the Collateral Fund and transferred as necessary to the Bond Fund, and (d) thereafter, from money on deposit in the Project Fund and transferred as necessary to the Bond Fund.

Upon receipt by the Trustee of a Cash Flow Projection provided on behalf of the Borrower, the Trustee is hereby authorized to release from the Negative Arbitrage Account the amount set forth in the Cash Flow Projection to be released to or at the written direction of the Borrower from such account.

Section 4.04 Project Fund

(a) Money in the Project Fund shall be disbursed in accordance with the provisions of this Section 4.04 and Section 3.06 of the Loan Agreement. Upon the deposit of Eligible Funds in the Collateral Fund as provided in Section 4.06 hereof, and subject to the provisions of this Section 4.04, the Trustee shall disburse the Bond proceeds on deposit in the Project Fund, for use by the Borrower to pay Costs of the Project in accordance with Section 3.06 of the Loan Agreement. Promptly upon the receipt of such Eligible Funds, the Trustee shall be unconditionally and irrevocably obligated to disburse an equal amount from the Project Fund, or, if the Trustee is unable for any reason to make such disbursement, the Trustee shall return such Eligible Funds to the party that provided them. The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and all disbursements therefrom. If requested in writing by the Issuer, the General Partner or the Borrower, after the Project has been completed and a Completion Certificate is filed as provided in Section 4.07 hereof, the Trustee shall provide copies of the records pertaining to the Project Fund and disbursements therefrom to the Issuer and the Borrower and the General Partner. The Trustee shall satisfy this obligation by providing statements for all periods in which there are funds in the Project Fund.

(b) Proceeds of the Bonds shall only be used by the Borrower to pay either Costs of the Project or Bond Service Charges.

(c) Notwithstanding any provision of the Loan Agreement or any other provision of this Indenture to the contrary, the Trustee shall not disburse money from the Project Fund, other than to pay Bond Service Charges on the Bonds, unless and until Eligible Funds or other Eligible Funds in an amount equal to or greater than the requested disbursement amount have been deposited in the Collateral Fund. Prior to making any disbursement (except to the extent necessary to pay Bond Service Charges), the Trustee shall determine that the aggregate principal amount that will be held in (a) the Collateral Fund and (b) the Project Fund, after the anticipated disbursement, is at least equal to the then-Outstanding principal amount of the Bonds; provided, however, to the extent money on deposit in the Project Fund is invested in Eligible Investments, the Trustee is hereby authorized to make the following allocations and exchanges, which allocations and exchanges shall occur prior to the disbursement of amounts on deposit in the Project Fund to pay Project Costs: (i) allocate all or a portion of the Eligible Investments in the Project

Fund, in the amount specified in the request for disbursement, to the Collateral Fund and (ii) transfer a like amount from the Collateral Fund to the Project Fund. To the extent money is not otherwise available to the Trustee, including money on deposit in the Bond Fund or the Collateral Fund, the Trustee shall transfer from the Project Fund to the Bond Fund sufficient money to pay Bond Service Charges on each Interest Payment Date without further written direction. Except to the extent proceeds of the Bonds might be used to pay Bond Service Charges, as described in the previous sentence, Bond Proceeds on deposit in the Project Fund shall only be used to fund Costs of the Project.

(d) On any Redemption Date, the Trustee shall transfer any amounts then on deposit in the Project Fund into the Bond Fund to pay Bond Service Charges on the Bonds.

(e) Upon obtaining actual knowledge of the occurrence and continuance of an Event of Default hereunder because of which the principal amount of the Bonds has been declared to be due and immediately payable pursuant to Section 6.02 hereof, any money remaining in the Project Fund shall be promptly transferred by the Trustee to the Bond Fund.

Section 4.05 Costs of Issuance Fund

Amounts on deposit in the Costs of Issuance Fund shall be used by the Trustee to pay costs of issuance as directed in writing by the Borrower. Any amounts remaining on deposit in the Costs of Issuance Fund 30 days after the Closing Date shall be promptly returned to the Borrower or disbursed at the written direction of the Borrower.

Section 4.06 Collateral Fund

The Trustee shall deposit into the Collateral Fund all Eligible Funds received pursuant to Section 4.02 of the Loan Agreement and any other Eligible Funds received by the Trustee for deposit into the Collateral Fund. Section 4.02 of the Loan Agreement requires the Borrower to provide written direction to the Lender to deliver or cause to be delivered the Lender Funds portion of the Eligible Funds, or to otherwise cause to be delivered Eligible Funds from any other source, to the Trustee for deposit into the Collateral Fund in an amount equal to, and as a prerequisite to the disbursement of, the amount of Bond proceeds on deposit in the Project Fund to be disbursed by the Trustee to pay Costs of the Project.

The Trustee shall transfer money in the Collateral Fund as follows: (a) on each Bond Payment Date, to the Bond Fund the amount necessary to pay Bond Service Charges on the Bonds on such Bond Payment Date (to the extent money is not otherwise available to the Trustee, including money on deposit in the Bond Fund); (b) on the Mandatory Tender Date, to the Bond Fund, the amount necessary to pay the purchase price of the Bonds, to the extent the Bonds are not remarketed on any Mandatory Tender Date or amounts on deposit in the Remarketing Proceeds Account of the Bond Fund are insufficient therefor; and (c) on the Maturity Date of the Bonds, to the Bond Fund the amount necessary to pay all amounts due on the Bonds on such date.

On any Redemption Date, the Trustee shall transfer all amounts then on deposit in the Collateral Fund into the Bond Fund to pay Bond Service Charges on the Bonds.

Amounts on deposit in the Collateral Fund in excess of the amount required to pay Bond Service Charges after payment in full of the Bonds shall be transferred to the Borrower.

The Bonds shall not be, and shall not be deemed to be, paid or prepaid by reason of any deposit into the Collateral Fund unless and until the amount on deposit in the Collateral Fund is transferred to the Bond Fund and applied to the payment of the principal of any of the Bonds, the principal component of the redemption price of any of the Bonds or the principal component of the tender price of any of the Bonds, all as provided in this Indenture.

Each deposit into the Collateral Fund shall constitute an irrevocable deposit solely for the benefit of the Holders, subject to the provisions hereof.

Section 4.07 Completion of the Project

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the Completion Certificate required by Section 3.09 of the Loan Agreement, the form of which is attached as Exhibit C thereto. As soon as practicable after the filing with the Trustee of the Completion Certificate, any balance remaining in the Project Fund (other than the amounts retained by the Trustee as described in the Completion Certificate) shall be deposited or applied in accordance with the written direction of the Authorized Borrower Representative pursuant to Section 3.06 of the Loan Agreement, subject to Section 10.12 hereof.

Section 4.08 Expense Fund

The portion of any Extension Payment received by the Trustee in connection with an extension of the Mandatory Tender Date pursuant to Section 3.07 hereof designated for the payment of Administrative Expenses shall be deposited in the Expense Fund. The Trustee shall apply money on deposit in the Expense Fund solely for the following purposes, on the dates specified below, in the following order of priority:

- (a) to transfer money to the Rebate Fund to the extent necessary to pay the Rebate Amount (if any) pursuant to Section 4.09 hereof;
- (b) to pay the Ordinary Trustee's Fees and Expenses when due;
- (c) to pay the Issuer Fee and the City Administrative Fee when due;
- (d) to pay the Dissemination Agent Fee when due; and
- (e) to pay the costs associated with the remarketing of the Bonds on the Initial Mandatory Tender Date.

To the extent money in the Expense Fund is not sufficient to pay the foregoing fees and expenses, such deficiency shall be paid by the Borrower pursuant to Section 4.04 of the Loan Agreement immediately upon written demand by the Trustee.

Section 4.09 Rebate Fund

Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder.

The Trustee shall, at the cost and expense of the Borrower, furnish to the Issuer, the Borrower and the General Partner all information reasonably requested in writing by the Issuer, the Borrower or the General Partner with respect to the Bonds and investments of the Funds and

accounts maintained by the Trustee hereunder. The purpose of the Rebate Fund is to facilitate compliance with Section 148(f) of the Code. Any Rebate Amount (as defined in the Tax Compliance Agreement) deposited in such Fund shall be for the sole benefit of the United States of America and shall not be subject to the lien of the Indenture or to the claim of any other Person, including, without limitation, the Bondholders and the Issuer. The requirements of this Section 4.09 are subject to, and shall be interpreted in accordance with, Section 148(f) of the Code and the Treasury Regulations applicable thereto (the "**Regulations**") and shall apply except to the extent the Trustee and the Issuer are furnished with an opinion of Bond Counsel or other evidence satisfactory to the Trustee and the Issuer that the Regulations contain an applicable exception. The Trustee shall make all payments under the written direction of the Borrower or Rebate Analyst on their behalf.

Promptly at the end of each five-year period after the dated date of the Bonds and also upon the retirement of the Bonds, the Trustee shall provide the Borrower with a statement of earnings on funds and accounts held under this Indenture during any period not covered by a prior statement. Each statement shall include the purchase and sale prices of each investment, if any (including any commission paid thereon which shall be separately stated if such information is available), the dates of each investment transaction, information as to whether such transactions were made at a discount or premium and such other information known or reasonably available to the Trustee as the Borrower or rebate analyst shall reasonably request in writing. If so requested in writing by the Borrower at any time, the Trustee shall create within the Bond Fund separate accounts for purposes of accounting for earnings on amounts attributable to the Bonds.

The Trustee shall promptly transfer to the Rebate Fund each amount required to be deposited therein pursuant to the written direction of the Borrower, or the Rebate Analyst on their behalf, pursuant to the Tax Compliance Agreement, first from earnings in the Project Fund, and, second, to the extent amounts in the Project Fund are insufficient, from revenues which have been deposited into the Bond Fund and earnings thereon. To the extent that the amount to be deposited into the Rebate Fund exceeds the amount which can be transferred from such Funds, the Trustee shall promptly notify the Borrower and an amount equal to such deficiency shall be paid promptly by the Borrower to the Trustee for deposit into the Rebate Fund.

The Borrower and the Trustee, on behalf of the Issuer, shall keep such records as will enable them to fulfill their respective responsibilities under this Section 4.09 and Section 148(f) of the Code, and the Borrower shall engage a rebate analyst as may be necessary in connection with such responsibilities. The Trustee, to the extent records of all calculations performed by the rebate analyst are furnished to it in writing, will retain such records until six (6) years after the retirement of the last obligation of the Bonds. The fees and expenses of the rebate analyst shall be paid by the Borrower pursuant to the Loan Agreement to the extent amounts provided hereunder and available in the Rebate Fund are insufficient for such purpose. For purposes of the computation of the Rebate Amount required under the Tax Compliance Agreement, the Trustee shall, at the cost and expense of the Borrower, make available to the Borrower and the Issuer during normal business hours all written information in the Trustee's control which is requested in writing by the Borrower in connection with such computations.

Section 4.10 Investment of Special Funds and Rebate Fund

Except as otherwise set forth in this Section, money in the Special Funds and the Rebate Fund shall be invested and reinvested by the Trustee in Eligible Investments as designated in and at the written direction of the Authorized Borrower Representative. At no time shall the

Borrower direct that any funds constituting gross proceeds of the Bonds (including, without limitation, moneys deposited in or credited to the Collateral Fund and the Negative Arbitrage Account) be used in any manner as would constitute failure of compliance with Section 148 of the Code.

Except as provided in the following paragraph, investments of money in the [Special Funds] Bond Fund, the Project Fund and the Collateral Fund shall be invested in Government Obligations at the written directions of the Authorized Borrower Representative.

Money in the Bond Fund, the Project Fund, and the Collateral Fund may be invested in an investment described in clause (b) of the definition of Eligible Investments at the written directions of the Authorized Borrower Representative to the extent that (a) it is impractical to invest such money in Government Obligations because the amount to be invested is too small or Government Obligations are not available at that time for purchase, (b) such money is being held in the Remarketing Proceeds Account, (c) such money has been received less than 30 days prior to date on which Bonds are to mature or be paid upon redemption or mandatory tender, or (d) the Borrower has directed the Trustee in writing that such money will be needed to make a disbursement from the Project Fund prior to the date on which available Government Obligations would mature.

Absent written investment instructions, the Trustee shall invest moneys in any Account for which investments are permitted in the Federated Treasury Cash Reserves Fund (TISXX) or a successor money market fund so long as Zions Bancorporation is Trustee.

Investments of money in the Bond Fund and the Collateral Fund shall mature or be redeemable at the direction of the Borrower at the times and in the amounts necessary to provide money to pay Bond Service Charges on the Bonds as they become due on each Interest Payment Date. Each investment of money in the Project Fund shall mature or be redeemable at the written direction of the Borrower to the Trustee at the times and in the amounts as may be necessary to make anticipated payments from the Project Fund. Any of those investments may be purchased from or sold to the Trustee, or any bank, trust company, securities firm or savings and loan association which is an Affiliated Party of the Trustee. The Trustee shall sell or redeem investments credited to the Bond Fund to produce sufficient money applicable hereunder to, and at the times required for the purposes of paying, Bond Service Charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any order. If the Trustee is required to sell or otherwise dispose of any Eligible Investments prior to maturity at a price below par, the Borrower shall, at the Borrower's expense, deliver to the Trustee (i) a Cash Flow Projection and (ii) Eligible Funds in the amount set forth in such Cash Flow Projection, if any. Anything herein to the contrary notwithstanding, amounts on deposit in the Collateral Fund shall not be invested at a yield in excess of the yield of the Bonds.

An investment made from money credited to the Special Funds shall constitute part of that respective Fund. All investment earnings from amounts on deposit in the Project Fund and the Collateral Fund shall be allocated to the Bond Fund. All gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Special Funds shall be credited to and become part of the Bond Fund. All investment earnings, gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Rebate Fund shall be retained therein. Any investment losses from moneys credited to a Fund shall be charged against the respective Fund. The Trustee shall not be liable for losses on investments made in compliance with the provisions of this Indenture.

Ratings of Eligible Investments shall be determined at the time of purchase of such Eligible Investments and without regard to ratings subcategories. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Although each of the Issuer and the Borrower recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, each of the Issuer and the Borrower hereby agrees that confirmations of Eligible Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Trustee may conclusively rely upon the Authorized Borrower Representative's written instructions as to both the suitability and legality of the directed investments.

Following the Closing Date, at the direction of the Borrower, the Trustee is permitted to purchase, sell or exchange Eligible Investments with a Cash Flow Projection. Notwithstanding anything herein to the contrary, (i) earnings received by the Trustee with respect to Eligible Investments purchased for the purpose of paying Bond Service Charges shall be held uninvested and (ii) Bond proceeds and the Negative Arbitrage Deposit shall be held uninvested until the Trustee has purchased, sold or exchanged Eligible Investments.

The Trustee may make any and all investments permitted by this Section through its own bond or investment department, unless otherwise directed in writing by the Authorized Borrower Representative.

Section 4.11 Money to be Held in Trust

The funds created under this Indenture shall be in the custody of the Trustee in its trust capacity hereunder; and the Issuer authorizes and directs the Trustee to withdraw moneys from said funds for the purposes specified herein, which authorization and direction the Trustee hereby accepts. All moneys required to be deposited with or paid to the Trustee under any provision of this Article IV shall be held by the Trustee in trust, and except for moneys held in the Rebate Fund or deposited with or paid to the Trustee for the redemption of Bonds, notice of redemption of which has been duly given, shall while held by the Trustee constitute part of the security for the Holders and be subject to the lien hereof.

Section 4.12 Valuation

For the purpose of determining the amount on deposit to the credit of any Special Fund, the value of obligations in which money in such Fund shall have been invested shall be computed (i) in the case of Government Obligations held in the Special Funds, at the maturity or redemption value (as applicable) as of the maturity or next redemption date and (ii) in the case of all other Eligible Investments, at the then market value thereof. The Trustee shall have no liability for the accuracy of any such valuation.

The Eligible Investments shall be valued by the Trustee as of the end of each calendar month.

Section 4.13 Nonpresentment of Bonds

In the event any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, whether at maturity, at the Redemption Date or otherwise, or a check for interest is uncashed, if funds sufficient to pay such Bonds shall have been made

available to the Trustee for the benefit of the Holder or Holders thereof, all liabilities of the Issuer to the Holder thereof for the payment of such Bond, as the case may be, shall thereupon cease and be completely discharged, and it shall be the duty of the Trustee to hold such funds for a period of six years after maturity of all Bonds, without liability for interest thereon, in a separate account in the Bond Fund for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. After the expiration of such six-year period, the Trustee shall return said funds to the Issuer upon its written request and the Holder or Holders of any such unrepresented Bond shall be entitled to payment of said Bond only from said funds held by the Issuer. The obligation of the Trustee under this Section to pay any such funds to the Issuer shall be subject to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.14 Repayment to the Borrower from the Bond Fund

On any Mandatory Tender Date, any amounts in the Bond Fund in excess of the amount necessary to cover any negative arbitrage (assuming 0.00% interest earnings on all deposits) and after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Indenture shall, upon written instruction to the Trustee from the Borrower, be paid to or at the direction of the Borrower. Except as provided in Section 4.09 and Section 4.13 hereof, any amounts remaining in the Special Funds (a) after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Indenture, and (b) after payment of all fees, charges and expenses of the Trustee and the Issuer and of all other amounts required to be paid under this Indenture, the Loan Agreement, the Tax Compliance Agreement, the Land Use Restriction Agreement and the Note, shall be paid to the Borrower to the extent that those amounts are in excess of those necessary to effect the payment and discharge of the Outstanding Bonds. Provided however that if the Mortgage Loan is in default, such excess shall be paid to the Lender.

Section 4.15 Payment of Fees

In connection with the issuance of the Bonds and with the Project, the Borrower will pay the following fees in the following manner:

The Trustee will pay, from the Expense Fund, the following fees on behalf of the Borrower:

- (i) To the Issuer, an Issuer Fee in an amount equal to 1.5% of the par amount of the Bonds, payable on the Closing Date from Borrower equity;
- (ii) To the Issuer, a Bond Legal Reserve Fee in an amount equal to 0.10% of the par amount of the Bonds, payable on the Closing Date from Borrower equity; and
- (iii) To the Trustee, the Ordinary Trustee Fees and Expenses; and
- (iv) To the Issuer, a City Administrative Fee in an amount equal to 0.15% of the outstanding principal amount of the Bonds, accruing monthly and payable to the Issuer semi-annually.

ARTICLE 5 GENERAL COVENANTS AND REPRESENTATIONS

Section 5.01 Payment of Principal or Redemption Price of and Interest on Bonds. The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of revenues available therefor under this Indenture. The Issuer hereby designates the principal corporate trust office of the Trustee as the place of payment for the Bonds.

Section 5.02 Instruments of Further Assurance. The Issuer and the Trustee shall do, execute, acknowledge and deliver, such indentures supplemental hereto, and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all its interest in the property herein described and the revenues, receipts and other amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds paid solely from the Trust Estate. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described herein, but nothing contained in this sentence shall be deemed to modify or change the obligations of the Issuer under this Section.

Section 5.03 Recordation and Filing. Pursuant to the Loan Agreement, the Borrower shall cause financing statements with respect to the Trust Estate described in this Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by this Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under this Indenture against all actions, proceedings, claims and demands of all Persons, all paid for by the Borrower.

Section 5.04 No Modification of Security. The Issuer shall not, without the written consent of the Trustee, alter, modify or cancel, or agree to consent to alter, modify or cancel any agreement which relates to or affects the security for the Bonds. The Trustee shall not consent to any change in the maturity of the Mortgage Note, except as provided in Article VIII hereof.

Section 5.05 Reports. The Trustee shall furnish annually, to the Borrower and any Bondholder who requests copies thereof and furnishes an address to which such reports and statements are to be sent copies of (a) any written reports furnished to the Trustee with regard to the Project and (b) annual statements of the Trustee with regard to fund balances. The Trustee shall be reimbursed by the Borrower for its reasonable costs and expenses in preparing any such statements.

Section 5.06 Tax Covenants

(a) The Issuer, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not intentionally take any action or fail to take any action with respect to the investment of the proceeds of any Bonds issued under this Indenture or with respect to the payments derived from the security

pledged hereunder or from the Loan Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The Issuer and the Trustee further covenant and agree that they will comply with and take all actions required by the Tax Compliance Agreement. The Trustee shall, at the cost and expense of the Borrower, cause to be prepared all rebate calculations required to be performed pursuant to the Tax Compliance Agreement.

(b) The Issuer covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any Holder thereof. The Issuer further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

ARTICLE 6

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS

Section 6.01 Events of Default. Each of the following shall be an "Event of Default":

(a) default in the due and punctual payment of any interest on any Bond, subject to a five (5) day notice and cure period; or

(b) default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or on proceedings for redemption thereof, or on the maturity thereof by declaration, subject to a five (5) day notice and cure period; or

(c) failure by the Issuer to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained in this Indenture or in the Bonds, which failure shall have continued for a period of 30 days after written notice, by registered or certified mail, to the Issuer and the Borrower specifying the failure and requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Holders of a majority in aggregate principal amount of Bonds then Outstanding (unless, notwithstanding any attempt to cure such failure, it cannot be cured within 30 days and, notwithstanding, is cured within 180 days); or

(d) the occurrence and continuation of an event of default under the Loan Agreement of which the Trustee has actual notice or of which the Trustee is deemed to have notice pursuant to Section 7.04(i) hereof.

The Trustee and the Issuer agree that notwithstanding the provisions hereof, no default under the terms of this Indenture shall be construed as resulting in a default under the Mortgage Loan Documents unless such event also constitutes a default thereunder.

Section 6.02 Acceleration. Upon the occurrence of an Event of Default described in Section 6.01(a) or (b) hereof, the Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, by written notice delivered to the Borrower and the Issuer, declare the principal of all Bonds then Outstanding (if not then due and

payable), and the interest accrued thereon, to be due and payable immediately. If the Trustee is unable to determine that sufficient funds will be available to pay (not out of the Trustee's own funds) the full amount of the principal and accrued but unpaid interest to the Holders of the Bonds as of the date of acceleration, the Trustee shall declare the principal of the Bonds immediately due and payable, but only upon written direction of Controlling Holders of the Bonds then Outstanding. Upon the occurrence of any Event of Default other than those described in Sections 6.01(a) and 6.01(b) hereof, the Trustee may, and upon written consent of all Holders of Bonds then Outstanding shall, declare by a notice in writing delivered to the Borrower, the principal of all Bonds then Outstanding (if not then due and payable), and the interest thereon, to be due and payable immediately. Upon such declaration, that principal and interest shall become and be due and payable immediately. Interest on the Bonds shall accrue to the date determined by the Trustee for the tender of payment to the Holders pursuant to that declaration; provided, that interest on any unpaid principal of Bonds Outstanding shall continue to accrue from the date determined by the Trustee for the tender of payment to the Holders of those Bonds.

The provisions of the preceding paragraph are subject, however, to the condition that if, at any time after declaration of acceleration and prior to the entry of a judgment in a court for enforcement hereunder (after an opportunity for hearing by the Issuer and the Borrower),

(a) all sums payable hereunder (except the principal of and interest on Bonds which have not reached their stated maturity dates but which are due and payable solely by reason of that declaration of acceleration), plus interest to the extent permitted by law on any overdue installments of interest at the rate borne by the Bonds shall have been duly paid or provision shall have been duly made therefor by deposit with the Trustee, and

(b) all existing Events of Default shall have been cured,

then and in every case, the Trustee shall, upon being instructed in writing by the Investor Limited Partner or Construction Lender waive the Event of Default and its consequences and shall rescind and annul that declaration. No waiver or rescission and annulment shall extend to or affect any subsequent Event of Default or shall impair any rights consequent thereon.

The Investor Limited Partner or Construction Lender shall be entitled (but not obligated) to cure any Event of Default hereunder within the time frame provided to the Borrower hereunder. The Issuer and the Trustee agree that cure of any default or Event of Default made or tendered by the Investor Limited Partner or Construction Lender shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 6.03 Rights of Holders. If any Event of Default shall have occurred and be continuing, then the Trustee may and, if requested so to do by the Holders of not less than 25% in aggregate principal amount of Bonds affected by such default, and if indemnified as provided herein, the Trustee shall:

(a) by mandamus or other suit, action or proceeding at law or in equity require the Issuer to perform its covenants and duties under this Indenture;

(b) bring suit upon the Bonds;

(c) by action or suit in equity require the Issuer to account for its actions as if it were the trustee of an express trust for the Holders of the Bonds;

(d) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Holders of the Bonds;

(e) take any action to enforce its remedies under the Loan Agreement; or

(f) take such other steps to protect and enforce its rights and the rights of the Holders of the Bonds, whether by action, suit or proceeding in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy.

Section 6.04 Rights of Holders to Direct Proceedings. Subject to the provisions of Section 6.08 hereof, the Holders of a majority in principal amount of the Bonds shall have the right at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture for the benefit of the Bonds, or for the appointment of a receiver or any other proceedings hereunder for the benefit of the Bonds, in accordance with the provisions of law and of this Indenture.

Section 6.05 Waiver by Issuer. Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Indenture; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section 6.06 Application of Moneys. If at any time after the occurrence of an Event of Default the money held by the Trustee under this Indenture (other than amounts in the Rebate Fund) shall not be sufficient to pay the principal of and interest on the Bonds as the same become due and payable, such money, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of remedies in this Article or otherwise, shall, be applied by the Trustee as set forth in this Section 6.06.

After payment of any costs, expenses, liabilities and advances paid, incurred or made by the Trustee in the collection of money and to all fees of the Trustee for expenses pursuant to any right given or action taken under the provisions of this Article or the provisions of the Loan Agreement, the Land Use Restriction Agreement or the Note (including without limitation, reasonable attorneys' fees and expenses, except as limited by law or judicial order or decision entered in any action taken under this Article VI), all money received by the Trustee, shall be applied as follows, subject to Section 2.03 hereof and any provision made pursuant to Section 4.10 or Section 4.11 hereof:

(a) Unless the principal of all of the Bonds shall have become, or shall have been declared to be, due and payable, all of such money shall be deposited in the Bond Fund and shall be applied:

First: To the payment to the Holders entitled thereto of all installments of interest then due on the Bonds, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on that

installment, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Second: To the payment to the Holders entitled thereto of the unpaid principal of any of the Bonds which shall have become due, in the order of their due dates, beginning with the earliest due date, with interest on those Bonds from the respective dates upon which they became due at the rates specified in those Bonds, and if the amount available is not sufficient to pay in full all Bonds due on any particular date, together with that interest, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(b) If the principal of all of the Bonds shall have become due or shall have been declared to be due and payable pursuant to this Article, all of such money shall be deposited into the Bond Fund and shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest, of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(c) If the principal of all of the Bonds shall have been declared to be due and payable pursuant to this Article, and if that declaration thereafter shall have been rescinded and annulled under the provisions of Section 6.02 or Section 6.10 hereof, subject to the provisions of paragraph (b) of this Section in the event that the principal of all of the Bonds shall become due and payable later, the money shall be deposited in the Bond Fund and shall be applied in accordance with the provisions of Article II.

(d) Whenever money is to be applied pursuant to the provisions of this Section, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of money available for application and the likelihood of additional money becoming available for application in the future. Whenever the Trustee shall direct the application of such money, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the money is available therefor. The Trustee shall give notice of the deposit with it of any money and of the fixing of that date, all consistent with the requirements of Section 2.03 hereof for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

Section 6.07 Remedies Vested in Trustee. All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the benefit as provided herein of Holders of the Outstanding Bonds.

Section 6.08 Remedies of Holders. No Holder of any Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this Indenture or for the

execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless: (a) a default shall have occurred of which the Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default; (c) the Holders of at least 25% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Trustee indemnity as provided herein; and (e) the Trustee shall within 60 days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding, and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts under this Article VI, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of the Bonds or to obtain priority or preference over any other Holders (other than as provided herein) or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Holders of Bonds. Nothing contained in this Indenture shall, however, affect or impair the right of any Holder to enforce the payment of the principal of, the premium, if any, and interest on any Bond at the maturity thereof or the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds issued hereunder to the respective Holders thereof, at the time, in the place, from the sources and in the manner expressed herein and in said Bonds.

Section 6.09 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 6.10 Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the Holders of a majority of the Outstanding Bonds; provided, however, that there shall not be waived (a) any default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all fees, costs, and expenses (including reasonable fees and expenses of counsel) of the Trustee, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

Section 6.11 Notice of Defaults; Opportunity to Cure Defaults. If an Event of Default shall occur, the Trustee shall give written notice of the Event of Default, by Electronic Means or by registered or

certified mail, to the Issuer, the Borrower, the Construction Lender, the Investor Limited Partner and the Remarketing Agent, within five days after the Trustee has actual notice of the Event of Default pursuant to Section 7.04(i) hereof. If an Event of Default occurs of which the Trustee has actual notice pursuant to this Indenture, the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Bonds then Outstanding as shown by the Register at the close of business 15 days prior to the mailing of that notice; provided, that except in the case of a default in the payment of the principal of or interest on any Bond, the Trustee shall be protected in withholding such notice if the Trustee in good faith determines that the withholding of notice to the Holders is in the interests of the Holders.

ARTICLE 7 THE TRUSTEE AND REMARKETING AGENT

Section 7.01 Certain Duties and Responsibilities. Except during the continuance of an Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) This subsection (c) shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with directions received pursuant to Section 6.04 or the direction of the Holders of a majority in principal amount of Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) No provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 7.02 Notice of Default. Within 30 days after the occurrence of any default hereunder of which the Trustee is deemed to have notice hereunder, the Trustee shall transmit by first class mail, to the Holders of all Bonds then Outstanding notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived prior thereto; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond when due, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Bonds. For the purpose of this Section the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 7.03 Reserved

Section 7.04 Certain Rights of Trustee. Except as otherwise provided in Section 7.01 hereof:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document conforming to the requirements, if any, of this Indenture, and believed by it to be genuine, and to have been signed or presented by the proper party or parties;

(b) any Request or Statement of the Issuer mentioned herein shall be sufficiently evidenced by an order or Request of the Issuer signed by an Authorized Issuer Representative and any resolution or ordinance of the governing body of the Issuer may be sufficiently evidenced by a Certificate of the Issuer;

(c) any notice, request, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by an Authorized Borrower Representative (unless other evidence in respect thereof be herein specifically prescribed);

(d) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of the Issuer;

(e) the Trustee may consult with counsel, architects and engineers and other experts, and the written advice of such counsel, architects or engineers and other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of the Bonds pursuant to this Indenture, unless such Holders shall have offered to the

Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such fact or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer and the Borrower, including the Project, personally or by agent or attorney;

(h) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder whether directly or by or through agents or attorneys, but the Trustee shall be responsible for any misconduct or negligence on the part of any agent or attorney so appointed;

(i) the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for any default due to the Trustee's failure to make any of the payments required to be made by Article IV hereof) unless the Trustee shall be specifically notified in writing of such default by the Issuer or the Holders of at least 25% in principal amount of Bonds affected thereby;

(j) all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee at the Notice Address referred to in Section 1.01 hereof;

(k) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder (including, without limitation, as Dissemination Agent); and

(l) the Trustee may request that the Issuer deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

(m) Upon written request by the Rating Agency, the Trustee shall furnish to the Rating Agency the balance of funds on hand with the Trustee and other information as may be reasonably required to maintain the rating on the Bonds.

Section 7.05 Not Responsible for Recitals or Issuance of Bonds. The recitals contained herein and in the Bonds, except the certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds.

Section 7.06 Trustee May Hold Bonds. The Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

Section 7.07 Reserved

Section 7.08 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall, *ipso facto*, be and become successor Trustee hereunder and vested with all title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.09 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 60 days' written notice by registered or certified mail to the Issuer and to each Holder of the Bonds then Outstanding; provided that no such resignation shall take effect until a successor Trustee shall have been appointed and shall have accepted such appointment as provided in Section 7.11. If no successor Trustee shall have been appointed and have accepted appointment within 60 days following the giving of all required notices of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The cost of such petition shall be paid by the Borrower.

Section 7.10 Removal of the Trustee. The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the Issuer, the Remarketing Agent and the Borrower and Managing Member, and signed by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding.

The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding under this Indenture.

The removal of the Trustee under this Section 7.10 shall take effect upon the appointment of a successor Trustee as provided for in Section 7.11 of this Indenture.

Section 7.11 Appointment of Successor Trustee by the Holders; Temporary Trustee. If (a) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (b) the Trustee shall be taken under the control of any public officer or officers, or (c) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Issuer, with the written consent of the Borrower and Managing Member; provided, that if a successor Trustee is not so appointed within 10 days after (i) a notice of resignation or an instrument or document of removal is received by the Issuer, as provided in Sections 7.09 and 7.10 hereof, respectively, or (ii) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Issuer shall not have appointed a successor Trustee, the Holders of a majority in aggregate principal amount of Bonds then Outstanding may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, the Holder of any Bond Outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Section 7.12 Concerning Any Successor Trustee. Every successor Trustee appointed pursuant to this Section (a) shall be a trust company or a bank having the powers of a trust company, (b) shall be in good standing within the State, (c) shall be duly authorized to exercise trust powers within the State, (d) shall have a reported capital, surplus and retained earnings of not less than \$50,000,000, and (e) shall be willing to accept the trusteeship under the terms and conditions of this Indenture.

Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor, the Issuer and the Borrower and Managing Member an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Issuer or the Borrower or Managing Member, and payment of all fees and expenses owed to it, the predecessor Trustee (a) shall execute and deliver an instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of the predecessor Trustee hereunder, and (b) shall take any other action necessary to duly assign, transfer and deliver to its successor all property (including without limitation, all securities and moneys) held by it as Trustee. Should any instrument or document in writing from the Issuer be requested by any successor Trustee for vesting and conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed or intended to be vested or conveyed hereby in or to the predecessor Trustee, the Issuer shall execute, acknowledge and deliver that instrument or document.

Section 7.13 Trustee as Paying Agent and Bond Registrar, Additional Paying Agents. The Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds.

The Issuer from time to time may appoint one or more additional Paying Agents and, in the event of the resignation or removal of any Paying Agent, successor Paying Agents. Any such additional Paying Agent or successor Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer and the Trustee a written acceptance thereof.

Section 7.14 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which shall have resigned or shall have been removed shall cease to be Trustee and Paying Agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee, Paying Agent and Bond Registrar.

Section 7.15 Representations by Trustee. The Trustee hereby represents and warrants that as of the date of execution of this Indenture:

(a) It is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Indenture;

(b) this Indenture has been duly authorized, executed and delivered by it; and

(c) to the best of the Trustee's knowledge, the execution of this Indenture by the Trustee does not violate laws, statutes, ordinances, regulations or agreements which are binding on the Trustee.

Section 7.16 Concerning the Remarketing Agent. The Remarketing Agent identified in Section 1.01 hereof shall serve as the Remarketing Agent for the Bonds. The Remarketing Agent shall designate to the Trustee its Designated Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Borrower, the Construction Lender, the Investor Limited Partner and the Trustee. In addition, the Remarketing Agent will agree particularly to:

(a) Keep such records relating to its computations of interest rates for the Bonds as shall be consistent with prudent industry practice and to make such records available for inspection by the Issuer, the Trustee and the Borrower, the Construction Lender and the Investor Limited Partner at all reasonable times; and

(b) perform all of its functions and duties under this Indenture.

The Remarketing Agent shall be entitled to advice of legal counsel on any matter relating to the Remarketing Agent's obligations hereunder and shall be entitled to act upon the opinion of such counsel in the exercise of reasonable care in fulfilling such obligations.

The Remarketing Agent shall be entitled to appoint additional co-Remarketing Agents to assist in the performance of the Remarketing Agent's obligations under this Indenture, and any such appointment shall be effective without any action by the Issuer or the Borrower being necessary; provided that any such co-Remarketing Agent, shall have a capitalization of at least \$5,000,000, or shall have a line of credit with a commercial bank in the amount of at least \$5,000,000, shall be in conformity with all standards and requirements of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent shall take responsibility for any co-Remarketing Agent it appoints.

Section 7.17 Qualification of Remarketing Agent. The Remarketing Agent shall be a member in good standing of the Financial Industry Regulatory Authority having a capitalization of at least \$5,000,000, or shall have a line of credit with a commercial bank in the amount of at least \$5,000,000, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. Subject to the terms of the Remarketing Agreement, the Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 30 days' notice of such resignation to the Issuer, the Borrower, the Construction Lender, Investor Limited Partner and the Trustee. The Remarketing Agent may be removed, with prior notice to the Issuer, at any time by the Borrower, with at least 30 days' notice of such removal to the Remarketing Agent.

Upon any resignation or removal of the Remarketing Agent, the departing Remarketing Agent shall pay over, assign and deliver any money and Bonds held by it in such capacity to its successor.

The Trustee, within 30 days of the resignation or removal of the Remarketing Agent or the appointment of a successor Remarketing Agent, shall give notice thereof by registered or certified mail to the Rating Agency (if the Bonds are then rated) and to the Holders of the Bonds.

Section 7.18 Information for Rating Agency and Notice of Certain Events. The Trustee shall provide the Rating Agency upon its written request such information within the Trustee's possession as the Rating Agency shall reasonably require from time to time in order to maintain the rating on the Bonds;

The Trustee shall notify the Rating Agency and the Remarketing Notice Parties of (a) the occurrence of an Event of Default of which the Trustee has actual notice, (b) any change in the identity of the Trustee, (c) any amendments, modifications, supplements or changes to this Indenture, the Loan Agreement, the Note or the Bonds, including any extension of principal or modification of interest or redemption premium due on any of the Bonds, in each case only in the event the Trustee has actual notice, (d) any change or notification of proposed change of the Mandatory Tender Date or Remarketing Date pursuant to the remarketing of the Bonds, (e) any partial prepayment of the Loan or the giving of notice of the call for redemption of any Bonds in connection with the prepayment of the Loan, (f) any defeasance or acceleration of the Bonds hereunder, (g) any change in the Remarketing Agent or the Lender of which the Trustee has actual knowledge, (h) the occurrence of any monetary or other material default under the Loan of which the Trustee has actual notice, (i) any change or proposed change in the structure or identity of the Borrower of which the Trustee has actual knowledge, (j) any change in the investment of funds subject to the lien of this Indenture, (k) any sale of Eligible Investments below par, as shown in a Cash Flow Projection delivered to the Rating Agency prior to the sale date.

ARTICLE 8 SUPPLEMENTAL INDENTURE

Section 8.01 Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee, without the consent of or notice to any of the Bondholders, may enter into a bond indenture or bond indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof or materially adverse to the interest of the Holders of the Bonds for any one or more of the following reasons:

- (a) to cure any ambiguity or formal defect or omission in this Indenture;
- (b) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;
- (c) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (d) to modify, amend or supplement this Indenture or any bond indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state securities laws;
- (e) to permit the Trustee to comply with any obligations imposed upon it by law;
- (f) to achieve compliance of this Indenture with any applicable federal securities or tax laws or state securities laws;

(g) to maintain the exclusion from gross income for federal income taxation of interest on the Bonds;

(h) to obtain, improve or maintain the rating on the Bonds from any nationally recognized securities rating agency so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(i) in connection with any other change in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental bond indenture have been effected in compliance with the provisions of this Article.

Section 8.02 Supplemental Indentures Requiring Consent of Bondholders. ~~Exclusive of Supplemental Indentures to which reference is made in Section 8.01 hereof and subject to the terms, provisions and limitations contained in this Section, and not otherwise, with the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, evidenced as provided in this Indenture, and with the written consent of the Borrower if required by Section 8.05 hereof, the Issuer and the Trustee may execute and deliver Supplemental Indentures adding any provisions to, changing in any manner or eliminating any of the provisions of this Indenture or any Supplemental Indenture or restricting in any manner the rights of the Holders. Nothing in this Section shall permit, however, or be construed as permitting:~~

(a) without the consent of the Holder of each Bond so affected, (i) an extension of the maturity of the principal of or the interest on any Bond or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or

(b) a reduction in the rate of interest paid on any Bond or an extension of any Interest Payment Date, or

(c) without the consent of the Holders of all Bonds then Outstanding, (i) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to a Supplemental Indenture.

If the Issuer shall request that the Trustee execute and deliver any Supplemental Indenture for any of the purposes of this Section, upon (i) being satisfactorily indemnified with respect to its expenses in connection therewith, and (ii) if required by Section 8.05 hereof, receipt of the Borrower's written consent to the proposed execution and delivery of the Supplemental Indenture, the Trustee shall, at the written direction of the Issuer, cause notice of the proposed execution and delivery of the Supplemental Indenture (which notice shall be prepared by the Borrower) to be mailed by first-class mail, postage prepaid, to all Holders of Bonds then Outstanding at their addresses as they appear on the Register at the close of business on the fifteenth day preceding that mailing.

The Trustee shall not be subject to any liability to any Holder by reason of the Trustee's failure to mail, or the failure of any Holder to receive, the notice required by this Section. Any failure of that nature shall not affect the validity of the Supplemental Indenture when there has been consent thereto as provided in this Section. The notice shall set forth briefly the nature of

the proposed Supplemental Indenture and shall state that copies thereof are on file at the Designated Office of the Trustee for inspection by all Holders.

If the Trustee shall receive, within a period prescribed by the Borrower, of not less than 60 days, but not exceeding one year, following the mailing of the notice, an instrument or document or instruments or documents, in form to which the Trustee does not reasonably object, purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding (which instrument or document or instruments or documents shall refer to the proposed Supplemental Indenture in the form described in the notice and specifically shall consent to the Supplemental Indenture in substantially that form), the Trustee shall, but shall not otherwise, execute and deliver the Supplemental Indenture in substantially the form to which reference is made in the notice as being on file with the Trustee, without liability or responsibility to any Holder, regardless of whether that Holder shall have consented thereto.

The Trustee may rely upon an opinion of counsel as conclusive evidence that the execution and delivery of any Supplemental Indenture have been effected in compliance with the provisions of this Article.

Any consent shall be binding upon the Holder of the Bond giving the consent and, anything herein to the contrary notwithstanding, upon any subsequent Holder of that Bond and of any Bond issued in exchange therefor (regardless of whether the subsequent Holder has notice of the consent to the Supplemental Indenture). A consent may be revoked in writing, however, by the Holder who gave the consent or by a subsequent Holder of the Bond by a revocation of such consent received by the Trustee prior to the execution and delivery by the Trustee of the Supplemental Indenture. At any time after the Holders of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the Trustee shall make and file with the Issuer a written statement that the Holders of the required percentage of Bonds have filed those consents. That written statement shall be conclusive evidence that the consents have been so filed.

If the Holders of the required percentage in aggregate principal amount of Bonds Outstanding shall have consented to the Supplemental Indenture, as provided in this Section, no Holder shall have any right (a) to object to (i) the execution or delivery of the Supplemental Indenture, (ii) any of the terms and provisions contained therein, or (iii) the operation thereof, (b) to question the propriety of the execution and delivery thereof, or (c) to enjoin or restrain the Trustee or the Issuer from that execution or delivery or from taking any action pursuant to the provisions thereof.

Section 8.03 Amendments to Loan Agreement Not Requiring Consent of the Bondholders. The Issuer and the Borrower, without the consent of the Bondholders, may enter into any amendment, change or modification to the Loan Agreement as shall not be inconsistent with the terms of the Loan Agreement or materially adverse to the interests of the Holder of the Bonds or the Trustee for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in the Loan Agreement;

(b) to grant to or confer upon the Issuer or the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Issuer or the Trustee or either of them;

(c) to maintain the exclusion from gross income for federal income taxation of interest of the Bonds;

(d) to obtain, improve or maintain the rating on the Bonds so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(e) in connection with any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

Section 8.04 Amendments to Loan Agreement Requiring Consent of Bondholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, the Issuer, the Trustee and the Borrower may from time to time enter into amendments, changes and modifications to the Loan Agreement for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained therein; provided, however, that no such amendment, change or modification shall permit or be construed as permitting: (a) any adverse effect on the security for the Bonds without consent of all Bondholders, (b) a reduction in the amount of Bonds, the Holders of which are required to approve any such amendment, change or modification without the consent of Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; or (c) any action which may result in the denial of the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

If at any time, the Borrower or the Issuer shall request the consent of the Trustee to any such amendment, change or modification of the Loan Agreement, the Trustee shall, upon being satisfactorily indemnified by the Borrower with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided above with respect to supplemental bond indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days following the giving of such notice the Holders of not less than two-thirds in aggregate principal amount of Outstanding Bonds at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as described above, no Holder of any Bond shall have any right to object to the terms and provisions contained therein, or to the operation thereof, or in any manner to question the propriety of the execution thereof or to enjoin or to restrain the Issuer or the Trustee from consenting to the execution thereof. The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

Section 8.05 Consent of Borrower and Investor Limited Partner. Anything contained herein to the contrary notwithstanding, any Supplemental Indenture executed and delivered in accordance with this Article VIII which affects in any material respect any rights or obligations of the Borrower shall not become effective unless and until the Borrower and Investor Limited Partner shall have consented in writing to the execution and delivery of that Supplemental Indenture.

Section 8.06 Responsibilities of Trustee. Notwithstanding anything else contained herein, the Trustee shall not be required to enter into any Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 8.07 Authorization to Trustee; Effect of Supplement

The Trustee is authorized to join with the Issuer in the execution and delivery of any Supplemental Indenture in accordance with this Article and to make the further agreements and stipulations which may be contained therein. Thereafter,

- (a) That Supplemental Indenture shall form a part of this Indenture;
- (b) All terms and conditions contained in that Supplemental Indenture as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of this Indenture for any and all purposes;
- (c) This Indenture shall be deemed to be modified and amended in accordance with the Supplemental Indenture; and
- (d) The respective rights, duties and obligations under this Indenture of the Issuer, the Borrower, the Trustee, the Remarketing Agent and all Holders of Bonds then Outstanding shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the Supplemental Indenture.

Express reference to any executed and delivered Supplemental Indenture may be made in the text of any Bonds issued thereafter, if that reference is deemed necessary or desirable by the Trustee or the Issuer. A copy of any Supplemental Indenture for which provision is made in this Article, except a Supplemental Indenture described in Section 8.01(g) hereof, shall be mailed to the Holders by the Trustee. The Trustee shall not be required to execute any supplemental indenture containing provisions adverse to the Trustee.

Section 8.08 Opinion of Counsel. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it as conclusive evidence that (a) any proposed Supplemental Indenture complies with the provisions of this Indenture, and (b) it is proper for the Trustee to join in the execution of that Supplemental Indenture under the provisions of this Article. That counsel may be counsel for the Issuer or the Borrower.

Before the Issuer and the Trustee shall enter into any Supplemental Indenture, there shall have been delivered to the Trustee an opinion of Bond Counsel to the effect that such Supplemental Indenture will not adversely affect the Federal Tax Status of the Bonds.

Section 8.09 Modification by Unanimous Consent. Notwithstanding anything contained elsewhere in this Indenture, the rights and obligations of the Issuer and of the Holders, and the terms and provisions of the Bonds and this Indenture or any Supplemental Indenture, may be modified or altered in any respect with the consent of (a) the Issuer, (b) the Holders of all of the Bonds then Outstanding, (c) the Borrower, the Construction Lender and the Investor Limited Partner and (d) if such modification or alteration contains provisions adverse to the Trustee, the Trustee.

ARTICLE 9
SATISFACTION AND DISCHARGE OF INDENTURE

Section 9.01 Discharge of Lien. If (a) the Issuer shall pay all of the Outstanding Bonds, or shall cause them to be paid and discharged, or if there otherwise shall be paid to the Holders of the Outstanding Bonds, all Bond Service Charges due or to become due thereon, and (b) provision also shall be made for the payment of all other sums payable hereunder or under the Loan Agreement, the Land Use Restriction Agreement and the Note, then this Indenture shall cease, terminate and become null and void (except for those provisions surviving by reason of Section 9.03 hereof in the event the Bonds are deemed paid and discharged pursuant to Section 9.02 hereof), and the covenants, agreements and obligations of the Issuer hereunder shall be released, discharged and satisfied.

Thereupon, and subject to the provisions of Section 9.03 hereof if applicable,

(a) the Trustee shall release this Indenture (except for those provisions surviving by reason of Section 9.03 hereof in the event the Bonds are deemed paid and discharged pursuant to Section 9.02 hereof), and shall execute and deliver to the Issuer any instruments or documents in writing, prepared by or on behalf of the Issuer, as shall be requisite to evidence that release and discharge or as reasonably may be requested by the Issuer;

(b) the Trustee shall release and satisfy the Note and deliver such release and satisfaction to the Borrower; and

(c) the Trustee shall assign and deliver to the Issuer any property subject at the time to the lien of this Indenture which then may be in its possession, except amounts in the Bond Fund required (i) to be paid to the Borrower under Section 4.14 hereof, or (ii) to be held by the Trustee under Section 4.13 hereof or otherwise for the payment of Bond Service Charges.

Section 9.02 Payment and Discharge of Bonds. All or any part of the Bonds shall be deemed to have been paid and discharged within the meaning of this Indenture, including without limitation, Section 9.01 hereof, if:

(a) the Trustee as paying agent shall have received, in trust for and irrevocably committed thereto, sufficient money, or

(b) the Trustee shall have received, in trust for and irrevocably committed thereto, noncallable Government Obligations which are certified by an Independent public accounting firm of national reputation to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any money to which reference is made in subparagraph (a) above, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (which earnings are to be held likewise in trust and so committed, except as provided herein), for the payment of all Bond Service Charges on those Bonds at their maturity.

Any money held by the Trustee in accordance with the provisions of this Section may be invested by the Trustee only in noncallable Government Obligations having maturity dates, or having redemption dates which, at the option of the owner of those obligations, shall be not later than the date or dates at which money will be required for the purposes described above. To the extent

that any income or interest earned by, or increment to, the investments held under this Section is determined from time to time by the Trustee to be in excess of the amount required to be held by the Trustee for the purposes of this Section, that income, interest or increment shall be transferred at the time of that determination in the manner provided in Section 4.14 hereof for transfers of amounts remaining in the Bond Fund.

If any Bonds shall be deemed paid and discharged pursuant to this Section 9.02, then within 15 days after such Bonds are so deemed paid and discharged the Trustee shall cause a written notice to be given to each Holder as shown on the Register on the date on which such Bonds are deemed paid and discharged. Such notice shall state the numbers of the Bonds deemed paid and discharged or state that all Bonds are deemed paid and discharged, and shall set forth a description of the obligations held pursuant to subparagraph (b) of the first paragraph of this Section 9.02.

Section 9.03 Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of moneys in trust, and repayments of moneys in funds held hereunder, and the duties of the Trustee and the Bond Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Bond Registrar, the Paying Agent and the Holders notwithstanding the release and discharge of this Indenture. The provisions of this Article shall survive the release, discharge and satisfaction of this Indenture.

ARTICLE 10 MISCELLANEOUS

Section 10.01 Consents and Other Instruments of Bondholders. Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a limited liability company or a partner of a partnership on behalf of such corporation, association, limited liability company or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(b) The ownership of Bonds shall be proven by the Bond Register.

(c) Any request, consent or vote of the Holder of any Bond shall bind every future Holder of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the Issuer pursuant to such request, consent or vote.

(d) In determining whether the Holders of the requisite amount of the principal amount of the Bonds then Outstanding have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer or the Borrower or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Issuer or the Borrower shall be disregarded and deemed not to be Outstanding for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Trustee actually knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of Issuer and the Trustee the pledgee's right to vote such Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 10.02 Limitation of Rights. With the exception of rights conferred expressly in this Indenture, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Remarketing Agent, the Borrower, the Construction Lender, the Investor Limited Partner and the Holders of the Bonds any legal or equitable right, remedy, power or claim under or with respect to this Indenture or any covenants, agreements, conditions and provisions contained herein. This Indenture and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto, the Remarketing Agent, the Borrower, the Managing Member and the Holders of the Bonds, as provided herein.

Section 10.03 Severability. If any provision of this Indenture shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof

Section 10.04 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given three days after deposit by first-class mail, except any notice specifically required to be given by certified or registered mail shall be deemed given three days after being mailed by certified or registered mail, postage prepaid, and any notice dispatched by messenger, facsimile or telegram, addressed to the Notice Address of the person to whom such notices, certificates or other communications are given shall be deemed given when delivered.

Section 10.05 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 10.06 Priority of this Indenture. This Indenture shall be superior to any liens which may be placed upon the Revenues or any other funds or accounts created pursuant to this Indenture.

Section 10.07 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

Section 10.08 Governing Law. The laws of the State shall govern the construction of this Indenture and of all Bonds issued hereunder, without reference to its conflict of laws principles.

Section 10.09 No Recourse. No recourse shall be had for the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or future official, officer or employee of the Issuer or the Trustee, as such, either directly or through the Issuer or the Trustee or any successor to either, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the Loan Agreement and the issuance of the Bonds.

Section 10.10 Successors and Assigns. All the covenants and representations contained in this Indenture, by or on behalf of the Issuer and the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether expressed or not.

Section 10.11 Books, Records and Accounts. The Trustee agrees to keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relating to the receipt, disbursements, investment, allocation and application of the proceeds received from the sale of the Bonds, the revenues received from the Funds created pursuant to this Indenture and all other money held by the Trustee hereunder. The Trustee shall make such books, records and accounts available for inspection by the Issuer, the Construction Lender, the Investor Limited Partner or the Holder of any Bond during reasonable hours and under reasonable conditions.

Section 10.12 Reserved*.

Section 10.13 Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 10.14 U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may reasonably request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

Section 10.15 Waiver of Jury Trial. EACH OF THE ISSUER, THE HOLDERS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE BONDS OR THE TRANSACTION CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

CITY OF CHICAGO

By: _____
Name: _____
Title: Chief Financial Officer

(Seal)

Attest:

Name: Anna M. Valencia
Title: City Clerk

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Name: _____
Title: Vice President

[(Sub)Exhibit "B" referred to in this Form of Bond Indenture
constitutes Exhibit "E" to ordinance and printed
on page 41334 of this *Journal*.]

(Sub)Exhibit "A" referred to in this Form of Bond Indenture reads as follows:

(Sub)Exhibit "A".
(To Form Of Bond Indenture)

Form Of Bond.

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF CHICAGO**

**Multi-Family Housing Revenue Bonds
(Prairie District Apartments Project), Series 2026**

No. R-1

AGGREGATE PRINCIPAL AMOUNT:
\$ _____

<u>Maturity Date</u>	<u>Dated Date</u>	<u>Initial Interest Rate</u>	<u>CUSIP No.</u>
_____ 1, 2026	_____, 2026	____%	167570 ____

Registered Owner: CEDE & CO.

Aggregate Principal Amount: _____ DOLLARS AND 00/100

INITIAL MANDATORY TENDER DATE: _____ 1, 202__

The City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay (but only from the revenues and other assets and in the manner hereinafter described) to the Registered Owner specified above or registered assigns, the Principal Amount specified above on the Maturity Date specified above (subject to the rights of redemption and tender set forth herein), and to pay from those sources interest on the unpaid principal balance of said Principal Amount calculated at the Interest Rate on (a) _____ 1 and _____ 1 of each year beginning _____ 1, 2026, (b) each Redemption Date, and (c) each Mandatory Tender Date (the "Interest Payment Dates") until the principal amount is paid or duly provided for. This Bond will bear interest from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from its date, or, if no interest has been paid or provided for, from the date of initial delivery (the "Closing Date").

This Bond shall bear interest from the Dated Date to but not including the Initial Mandatory Tender Date at the Initial Interest Rate set forth above and thereafter this Bond shall bear interest at the Remarketing Rate (as defined in the Indenture) for each subsequent Remarketing Period (as defined in the Indenture). Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, for the actual number of days elapsed.

The principal of this Bond is payable at the designated corporate trust office of the trustee, presently Zions Bancorporation, National Association, a national banking association (the "Trustee"). Interest is payable on each Interest Payment Date by check mailed to the person in whose name this Bond (or one or more predecessor bonds) is registered (the "Holder") at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "Regular Record Date") on the registration books for this issue maintained by the Trustee, as registrar, at the address appearing therein. Any interest which is not timely paid or duly provided for shall cease to be payable to the Holder hereof (or of one or more predecessor bonds) as of the Regular Record Date, and shall be payable to the Holder hereof (or of one or more predecessor bonds) at the close of business on a Special Record Date to be fixed by the Trustee for the payment of that overdue interest. Notice of the Special Record Date shall be mailed to Holders not less than 10 days prior thereto. The principal of and interest on this Bond are payable in lawful money of the United States of America, without deduction for the services of the paying agent. While the Bonds are held in a book-entry system and in certain other circumstances, all as provided in the Indenture, principal of and interest on this Bond is required to be paid by wire transfer or other arrangement, other than any payment of the entire unpaid principal amount hereof.

This Bond is one of a duly authorized series of bonds of the City designated as its Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2026 (the "Bonds"), in the aggregate principal amount of \$_____ (the "Bonds"), pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the Ordinance adopted by the Issuer on _____, 2026. The Bonds are issued under and are equally and ratably secured as to principal, premium, if any, and interest by an Indenture dated as of _____ 1, 2026, from the Issuer to the Trustee (the "Indenture"), to which Indenture and all indentures supplemental thereto (copies of which are on file at the office of the Trustee) reference is hereby made. By the acceptance of this Bond, the Holder hereof assents to all of the provisions of the Indenture.

The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State of Illinois, or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions. None of the Issuer, the State of Illinois or any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the revenues and assets pledged with respect thereto. Neither the full faith and credit nor the taxing power of the United States of America, the Issuer, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication shall have been signed by the Trustee.

The Bonds are being issued by the Issuer for the purpose of financing a loan (the "Loan") to be made to MHL 2 Prairie District Apartments-Wabash LP, an Illinois limited partnership (the "Borrower"). The Loan will be used by the Borrower to pay a portion of the costs of acquiring, rehabilitating and equipping the Project, as defined in the Indenture and as further described in the Loan Agreement dated as of even date with the Indenture (the "Loan Agreement"), between the Issuer and the Borrower. The Bonds are special limited obligations of the Issuer, issued or to

be issued under and are secured and entitled equally and ratably to the protection given by the Indenture, including payments under the Loan made to the Trustee by the Borrower.

The Bonds are subject to redemption and tender prior to their stated maturity as follows:

(a) Optional Redemption. The Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower on any date on or after the later to occur of (a) the date that the Project is placed in service, as certified in writing by the Borrower to the Trustee, and (b) the Optional Redemption Date (as defined in the Indenture) at a redemption price equal to 100% of the principal amount of the Bonds plus accrued interest to the Redemption Date.

(b) Reserved.

(c) Mandatory Redemption. The Bonds shall be redeemed in whole at a redemption price of 100% of the principal amount of such Bonds, plus accrued interest to the Redemption Date, on any Mandatory Tender Date upon the occurrence of any of the following events: (i) the Borrower has previously elected not to cause the remarketing of the Bonds, (ii) the conditions to remarketing set forth in the Indenture have not been met by the dates and times set forth therein, or (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 a.m. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Bonds on such Mandatory Tender Date. Bonds subject to redemption in accordance with this paragraph shall be redeemed from (i) amounts on deposit in the Collateral Fund, (ii) amounts on deposit in the Negative Arbitrage Account of the Bond Fund, (iii) amounts on deposit in the Project Fund, and (iv) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

(d) Purchase in Lieu of Redemption. At the election of the Borrower upon a redemption in whole of the Bonds, by written notice to the Trustee and the Remarketing Agent given not less than five (5) Business Days in advance of such redemption date, the Bonds will be deemed tendered for purchase in lieu of the redemption on such date and the call for redemption shall be cancelled. The purchase price of Bonds so purchased in lieu of redemption shall be the principal amount thereof together with all accrued and unpaid interest to the date of redemption and any prepayment fee, if due, and shall be payable on the date of redemption thereof. Bonds so purchased in lieu of redemption shall remain Outstanding and shall be registered to or upon the direction of the Borrower.

(e) Mandatory Tender. The Bonds are subject to mandatory tender in whole on each Mandatory Tender Date. Holders will not have the right to elect to retain their Bonds. Upon presentation and surrender of the Bonds by the Holder on the date fixed for tender, the Holder shall be paid the principal amount of the Bonds to be tendered, plus accrued interest on such Bonds to the tender date.

Reference is made to the Indenture for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Holders of the Bonds, and the terms and conditions upon which the Bonds are issued and secured. Each Holder assents, by its acceptance hereof, to all of the provisions of the Indenture.

The Borrower is required by the Loan Agreement to cause the Lender (as defined in the Indenture) to provide on its behalf the Lender's portion of the Eligible Funds (as defined in the

Indenture) to the Trustee in the amounts and at the times necessary to pay the principal of and interest (the "Bond Service Charges") on the Bonds. In the Indenture, the Issuer has assigned to the Trustee, to provide for the payment of the Bond Service Charges on the Bonds, the Issuer's right, title and interest in and to the Loan Agreement, except for Reserved Rights as defined in the Indenture. To secure its compliance with certain covenants in the Loan Agreement, the Borrower has executed and delivered a Regulatory and Land Use Restriction Agreement, dated as of _____ 1, 2026 (the "Land Use Restriction Agreement") among the Issuer, the Borrower and the Trustee.

Copies of the Indenture, the Loan Agreement and the Land Use Restriction Agreement are on file in the designated corporate trust office of the Trustee.

The Bond Service Charges on the Bonds are payable solely from the Revenues, as defined and as provided in the Indenture (being, generally, the amounts payable under the Loan Agreement and any unexpended proceeds of the Bonds), and are an obligation of the Issuer only to the extent of the Revenues. The Bonds are not secured by an obligation or pledge of any money raised by taxation and do not represent or constitute a debt or pledge of the faith and credit of the Issuer.

The Bonds are issuable only as fully registered bonds and, except as hereinafter provided, in printed or typewritten form, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), which shall be considered to be the Holder for all purposes of the Indenture, including, without limitation, payment by the Issuer of Bond Service Charges, and receipt of notices to, giving of consents by and exercise of rights of, Holders. There shall be a single Bond representing each maturity, and all Bonds shall be immobilized in the custody of DTC with the owners of beneficial interests in those Bonds (the "book-entry interests") having no right to receive from the Issuer Bonds in the form of physical securities or certificates. Ownership of book-entry interests in the Bonds shall be shown by book-entry on the system maintained and operated by DTC, its participants (the "Participants") and certain persons acting through the Participants, and transfers of ownership of book-entry interests shall be made only by that book-entry system, the Issuer and the Trustee having no responsibility therefor. DTC is to maintain records of the positions of Participants in the Bonds, and the Participants and persons acting through Participants are to maintain records of the purchasers and owners of book-entry interests in the Bonds. The Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository (as defined in the Indenture) or to another nominee of a Securities Depository, without further action by the Issuer and otherwise at the expense of the Borrower.

If any Securities Depository determines not to continue to act as a Securities Depository for the Bonds for use in a book-entry system, the Issuer may attempt to have established a securities depository/book-entry system relationship with another qualified Securities Depository under the Indenture. If the Issuer does not or is unable to do so, the Issuer and the Trustee, after the Trustee has made provision for notification of the owners of book-entry interests by the then Securities Depository, shall permit withdrawal of the Bonds from the Securities Depository, and authenticate and deliver Bond certificates in fully registered form (in denominations of \$5,000, or any integral multiple of \$1,000 in excess thereof) to the assignees of the Securities Depository or its nominee, all at the cost and expense (including costs of printing or otherwise preparing and delivering replacement Bond certificates) of those Persons requesting such authentication and delivery, if the event is not the result of Issuer action or inaction (including action at the request of the Borrower).

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Neither the Issuer nor the Borrower shall be liable for an acceleration of the Bonds or payment of additional interest thereon in the event that interest on the Bonds is declared or becomes includable in gross income for federal income tax purposes.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond is transferable by the Holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

Subject to the limitations of the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an event of default as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any trustee, officer or employee, as such, past, present or future, of the Issuer or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT --

(Cust) Custodian (Minor)
Under Uniform Gift to Minors
Act _____
(State)

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of
Survivorship and not as
Tenants in common

Additional abbreviations may also be used though not in the above list.

It is hereby certified, recited and declared that all facts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of an authorized officer and its corporate seal to be hereunto impressed or imprinted hereon and attested to by the manual or facsimile signature of an authorized officer of the Issuer, all as of the Dated Date identified above.

CITY OF CHICAGO, ILLINOIS

By: _____
Name: Brandon Johnson
Title: Mayor

Attest:

By: _____
Name: Anna M. Valencia
Title: City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Indenture referred to in this Bond.

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION**, as Trustee

By: _____
Authorized Signature

Date of Authentication: _____, 2026

Date from which interest is payable: Dated Date

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration or transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is required by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as if required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please Print or Type Name and Address of Assignee)

Social Security or Taxpayer Identification Number: _____

The within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the said Bond on the books of the within-named Issuer maintained by the
Trustee for the registration thereof, with full power of substitution in the premises.

Notice: The signature to this assignment
must correspond with the name as it appears
on the face of the within note in every
particular, without alteration or enlargement
or any change whatever. The signature
must be guaranteed by a member firm of the
New York Stock Exchange or a commercial
bank or trust company.

Signature guaranteed by:

[Bank, Trust Company or Firm]

Authorized Signature

(Signature(s) must be guaranteed by a broker or other financial institution which is a participant
in the Securities Transfer Agent's Medallion Program (STAMP, SEMP, MSP)).

*Exhibit "C".
(To Ordinance)*

Loan Agreement.

THIS LOAN AGREEMENT (the "**Agreement**") dated as of _____, 2026, by and among CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "**Issuer**"), MHL 2 PRAIRIE DISTRICT APARTMENTS – WABASH LP, an Illinois limited partnership (the "**Borrower**") and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as trustee (the "**Trustee**" or "**Trustee**") under that certain Indenture dated as of _____, 2026, from the Issuer to the Trustee securing the Bonds described below (the "**Indenture**").

WITNESSETH:

WHEREAS, as a home rule unit of local government and pursuant to the Constitution of the State of Illinois, the Issuer is authorized to issue its revenue Bonds and bonds in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons or families within the City of Chicago, which constitutes a valid public purpose for the issuance of revenue Bonds and bonds by the Issuer; and

WHEREAS, the Issuer has determined to issue, sell and deliver its \$_____ Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2026 (the "**Bonds**") pursuant to the Indenture, from the Issuer to the Trustee, and to lend the proceeds thereof to the Borrower for the purpose of financing the acquisition, rehabilitation and equipping of a six-story building located generally at 1801 S. Wabash Avenue in Chicago, Illinois (the "**Property**"), to contain 100 studios (the "**Units**") affordable for rental to households earning at or below 80 percent of the area median income with at least 40 percent or more of the Units occupied by households earning 60 percent or less of the area median income, as well as a ground floor devoted to residential amenities and community space (collectively, the "**Project**") to be known as Prairie District Apartments; and

WHEREAS, the Issuer, the Borrower, and the Trustee have entered into this Loan Agreement providing for the loan of the proceeds of the Bonds to the Borrower for the purposes described in the preceding paragraph; and

WHEREAS, this Loan Agreement provides for the issuance by the Borrower of the Promissory Note (as hereinafter defined); and

WHEREAS, the Issuer will pledge and assign the Promissory Note and this Loan Agreement to the Trustee for the benefit of the Holders under the Assignment (contained in the Indenture);

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), the parties hereto agree as follows, provided that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not constitute an indebtedness or give rise to a pecuniary liability of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the Issuer's general credit or the taxing powers of the State of Illinois or any political subdivision thereof, but shall be payable solely and only from the Revenues (as defined in the Indenture):

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Terms used in this Loan Agreement and defined in the Indenture shall have the meanings given to such terms in the Indenture.

Section 1.02 Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number, and vice versa, unless the context shall otherwise indicate. References to Articles, Sections and other subdivisions of this Loan Agreement are to the Articles, Sections and other subdivisions of this Loan Agreement as originally executed. The headings of this Loan Agreement are for convenience and shall not define or limit the provisions hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of Issuer. The Issuer represents and warrants that:

(a) The Issuer is a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois. Under the Constitution and laws of the State of Illinois, the Issuer has the power to enter into the transaction contemplated by this Loan Agreement, the Indenture, the Bonds, the Land Use Restriction Agreement and the Assignment (collectively, the "**Issuer Documents**"), and to carry out its obligations hereunder and thereunder, including the full right, power and authority to pledge and assign this Loan Agreement and the Promissory Note to the Trustee as provided herein. By proper action of the City Council of the Issuer, the Issuer has been duly authorized to execute and deliver the Issuer Documents.

(b) The Issuer is issuing the Bonds for the purpose of financing a portion of the costs of the Project.

(c) The Bonds are to be issued under home rule powers of the Issuer under the Constitution of the State of Illinois and secured by the Indenture, pursuant to which the right, title and interest of the Issuer in, to and with respect to this Loan Agreement, the Promissory Note and all documents to be executed by the Borrower in connection with the Bonds (other than with respect to the Issuer Reserved Rights) will be assigned and pledged to the Trustee as security for payment of the principal of and interest on the Bonds as provided in the Indenture.

(d) The Issuer hereby finds and determines that the Project is in the best interests of the Issuer, and that all requirements of the Constitution and laws of the State of Illinois have been complied with.

(e) To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of the Bonds, this Loan Agreement, the Land Use Restriction Agreement, the Tax Compliance Agreement or the Indenture, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions of the Bonds, this Loan Agreement, the Land Use Restriction Agreement or the Indenture conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the Issuer is now a party or by which it is bound, or constitute a material default under any of the foregoing.

(f) The Project is located entirely within the corporate boundaries of the City of Chicago, Illinois.

(g) To the knowledge of the undersigned representatives of the Issuer, there is no action, suit, proceeding or investigation pending or threatened against the Issuer which seeks to restrain or enjoin the issuance or delivery of the Bonds, or the execution and delivery of this Loan Agreement or any other Issuer Documents, or which in any way contests or affects any authority for the issuance or delivery of the Bonds, or the execution and delivery of this Loan Agreement or any other Issuer Documents, or the validity of the Bonds, this Loan Agreement, or in any way contests the corporate existence or powers of the Issuer, or in any way affects the exclusion from gross income for federal income tax purposes of interest on the Bonds.

THE ISSUER MAKES NO REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CREDITWORTHINESS OR THE ABILITY OF THE BORROWER TO MAKE THE PAYMENTS DUE UNDER THIS LOAN AGREEMENT OR THE PROMISSORY NOTE AND DOES NOT REPRESENT OR WARRANT AS TO ANY OF THE STATEMENTS, MATERIALS (FINANCIAL OR OTHERWISE), REPRESENTATIONS OR CERTIFICATIONS FURNISHED OR TO BE MADE AND FURNISHED BY THE BORROWER IN CONNECTION WITH THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF THE BONDS, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY OF SUCH STATEMENTS.

Section 2.02 Representations and Warranties of Borrower. The Borrower represents and warrants that

(a) The Borrower is a an Illinois limited partnership, duly organized, validly existing and in good standing under the laws of the State of Illinois (the "**Borrower**"), the general partner of which is MHL 2 Prairie District Apartments-Wabash GP LLC, an Illinois limited liability company (the "**General Partner**"), of which Mercy Housing Lakefront, an Illinois not-for-profit corporation, is the manager and a member (the "**Managing Member**"), of which Mercy Housing, Inc., an Illinois not-for-profit corporation, is the sole member (the "**Sole Shareholder**"). The Managing Member of the General Partner is a corporation duly organized and validly existing and in good standing under the laws of the State of Illinois.

(b) The Borrower (i) is authorized to do business in the State of Illinois and every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted, and to enter into, and to perform and observe in all material respects the covenants and agreements in its part contained in, this Loan Agreement, the Promissory Note, the Land Use Restriction Agreement, the Tax Compliance Agreement and the Continuing Disclosure Agreement (collectively, the "**Borrower Documents**"); and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(c) The Managing Member (i) is authorized to do business in the State of Illinois and every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted and to enter into, and to perform and observe in all material respects the covenants and agreements in its part contained in the Borrower Documents; and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(d) The Borrower will use and operate the Project in a manner consistent with the Act and in accordance with the applicable Land Use Restriction Agreement for as long as

required by the Act and the Code and knows of no reason why the Project will not be so operated. If, in the future, there is a cessation of that operation, it will use its best efforts to resume that operation or accomplish an alternate use by the Borrower or others approved by the Issuer which will be consistent with the Act, the Code and the applicable Land Use Restriction Agreement.

(e) The Project will be completed in accordance with the Plans and Specifications and the portion of the Project funded with the proceeds of the Bonds will constitute a qualified residential rental project within the meaning of Section 142(d) of the Code and will be operated and maintained in such manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other applicable Governmental regulations and as to be consistent with the Act.

(f) The Project will be located entirely within the jurisdiction of the Issuer.

(g) The Borrower has obtained or will obtain all consents, approvals, permits, authorizations and orders of any governmental or regulatory agency that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of the Borrower Documents or the performance by the Borrower of its obligations thereunder, or that were or are required for the acquisition, rehabilitation, equipping and/or operation of the Project.

(h) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, to the best of its knowledge, threatened in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or that would affect its existence or authority to do business, the acquisition, rehabilitation, equipping or operation of the Project, the validity of any Borrower Documents or the performance of its obligations thereunder.

(i) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in material default under any instrument under and subject to which any indebtedness has been incurred, and no event has occurred and is continuing that, under the provisions of any such agreement, with the lapse of time or the giving of notice, or both, would constitute an event of default by the Borrower thereunder.

(j) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of the Borrower Documents do not and will not conflict with or constitute or result in a default by the Borrower in any material respect under or violate, (i) the Borrower's Organizational Documents, (ii) any agreement or other instrument to which the Borrower is a party or by which it or its assets are bound, or (iii) to the best of its knowledge, any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and to the best of the Borrower's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(k) The Borrower has received and reviewed a copy of the Indenture and approves the terms and conditions thereof and agrees to the terms thereof.

(l) The Borrower has filed or caused to be filed all of its federal, state and local tax returns that are required to be filed or has obtained appropriate extensions therefor, and has

paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(m) Neither the Borrower nor any related Person thereto shall acquire any Bonds in any amount.

(n) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Issuer is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including, without limitation, the risk of loss of the Project; and that it has not relied on the Issuer or its counsel for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Loan Agreement and the Indenture or otherwise relied on the Issuer or its counsel in any manner.

(o) The Project is, as of the Closing Date, in compliance with all applicable requirements of the Land Use Restriction Agreement and the Tax Compliance Agreement, including all applicable requirements of the Code. The Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Land Use Restriction Agreement and the Tax Compliance Agreement, including all applicable requirements of the Code. All future leases will comply with all applicable laws, the Land Use Restriction Agreement and the Tax Compliance Agreement. The Project currently meets the requirements of this Loan Agreement, the Land Use Restriction Agreement, the Tax Compliance Agreement and the Code with respect to multifamily rental housing.

(p) The proceeds of the Bonds shall be used or deemed used exclusively to pay costs that (i) are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code; (ii) are made exclusively with respect to a "qualified residential rental project" within the meaning of Section 142(d) of the Code and that for the greatest number of buildings the proceeds of the Bonds shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Bonds for the purpose of complying with Section 42(h)(4)(B) of the Code, and the Borrower further covenants that it will not exercise any option to redeem the Bonds under the Indenture except upon the express written consent of the investor limited partner of the Borrower; provided, however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Trustee nor the Issuer shall have any obligation to enforce this covenant nor shall they incur any liability to any Person, including without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders of the Bonds for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or "Event of Default" under this Loan Agreement or the Indenture; and (iii) are costs related to the issuance of the Bonds.

(q) All building, zoning, safety, health, fire, water district, sewerage and environmental protection agency permits and other licenses and permits that are required by any governmental body for the acquisition, rehabilitation, equipping, use, occupancy and operation of the Project have been obtained and are in full force and effect (except for those which are not yet required to have been obtained in connection with the acquisition, rehabilitation and equipping of

the Project, and which will be obtained at or prior to the time required by law in connection with the acquisition, rehabilitation and equipping of the Project).

The Borrower acknowledges that the representations and covenants herein made by the Borrower have been expressly and specifically relied upon by the Issuer in determining to make the Loan to the Borrower and the Loan would not have been made but for such representations and covenants. All material information provided by the Borrower to the Issuer concerning the Project and the Borrower was and is on the date of execution of this Loan Agreement true and correct

Section 2.03 Borrower's Representations Regarding Bonds and Project. With respect to the use of proceeds of the Bonds and the operation of the Project, the Borrower represents as follows and the Issuer relies upon such representations in executing this Loan Agreement:

(a) The estimated cost of acquiring and constructing the Project, inclusive of financing costs, is in excess of \$_____.

(b) At least 95% of the net proceeds of the Bonds will be used to finance Qualified Project Costs which constitute a "**qualified residential rental project**" within the meaning of Section 142(d) of the Code and such costs either (i) will have been paid with respect to work performed or materials purchased .

(c) The average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Project determined in accordance with Section 147(b) of the Code.

(d) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the principal amount of the Bonds.

(e) Less than 25% of the net proceeds of the Bonds will be used for the acquisition of the land on which the Project is located.

(f) None of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(g) Until payment in full of all of the Bonds, unless the Investor Limited Partner and the Trustee shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charges which are not yet due and payable, (ii) any pledge relating to syndication of ownership interests in the Project, (iii) any lien, including, but without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, (iv) the Borrower Documents, (v) other liens or encumbrances contemplated by the approving ordinance adopted by the Issuer in connection with the issuance of the Bonds, and (vi) such other pledges as may be approved in writing by the Investor Limited Partner and the Trustee.

(h) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Loan Agreement, that it has reviewed and approved the Indenture.

(i) Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time, be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(j) If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includable in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer, the Investor Limited Partner and the Trustee.

ARTICLE III PLAN OF FINANCING

Section 3.01 Issuance of Bonds; Application of Proceeds

To provide funds to finance the Loan for purposes of assisting the Borrower in paying costs of the Project, the Issuer shall simultaneously with the execution and delivery hereof proceed with the issuance and delivery of the Bonds upon receipt by the Trustee of the items listed in Section 2.13 of the Indenture. The Issuer agrees to deposit the proceeds of sale of the Bonds in accordance with the Indenture.

The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature and will be subject to redemption, mandatory tender and remarketing as set forth therein. The Borrower hereby approves the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered and will comply with those provisions of the Indenture that contemplate action by the Borrower, all as if the Borrower were a party to the Indenture.

Pending disbursement pursuant to Section 3.06 hereof, the proceeds of the Bonds deposited in the Project Fund, together with any investment earnings thereon, shall constitute a part of the Revenues assigned by the Issuer to the Trustee as security for the payment of Bond Service Charges as provided in the Indenture.

Section 3.02 The Loan. The Issuer agrees, upon the terms and conditions herein, to make the Loan to the Borrower with the proceeds received by the Issuer from the sale of the Bonds by causing such proceeds to be deposited with the Trustee for disposition as provided in the Indenture. The obligation of the Issuer to finance the Loan shall be deemed fully discharged upon the deposit of the proceeds of the Bonds with the Trustee. The Loan shall be evidenced by the Note payable to the Trustee.

Section 3.03 Reserved**Section 3.04 Acquisition and Construction**

The Borrower (a) shall acquire and construct the Project with all reasonable dispatch and in accordance with the Plans and Specifications, (b) shall pay when due all fees, costs and expenses incurred in connection with that acquisition and construction from funds made available therefor in accordance with this Loan Agreement or otherwise, except to the extent being contested in good faith, and (c) shall ask for, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms of any contract, order, receipt, writing and instruction in connection with the acquisition and construction of the Project, and shall enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. It is understood that the Project is that of the Borrower and any contracts made by the Borrower with respect thereto, whether acquisition contracts, construction contracts or otherwise, or any work to be done by the Borrower on the Project are made or done by the Borrower in its own behalf and not as agent or contractor for the Issuer. The Borrower agrees that it will compensate all workers employed in the acquisition and construction of the Project as required by law.

Section 3.05 Plans and Specifications

The written Plans and Specifications will be delivered to the Trustee upon request; provided that the Trustee shall have no duty to review such Plans and Specifications. The Borrower may revise the Plans and Specifications from time to time, provided that no revision shall be made which would change the purpose of the Project to other than purposes permitted by the Act and the Land Use Restriction Agreement.

Section 3.06 Disbursements from the Project Fund

Subject to the provisions below and so long as no Event of Default hereunder has occurred and is continuing for which the principal amount of the Bonds has been declared to be immediately due and payable pursuant to Section 8.02 hereof and Section 6.03 of the Indenture, disbursements from the Project Fund shall be made only to pay costs of the Project.

Any disbursements from the Project Fund for the payment of costs of the Project shall be made by the Trustee only upon the receipt by the Trustee of: (a) a requisition in the form attached hereto as **Exhibit B**, signed by an Authorized Borrower Representative; and (b) Eligible Funds. The Borrower hereby acknowledges and agrees that it shall submit requisitions to the Trustee no more frequently than once each calendar month. Each such requisition shall be consecutively numbered.

Any money in the Project Fund remaining after the Completion Date and payment, or provision for payment, in full of the costs of the Project, at the written direction of the Authorized Borrower Representative, promptly shall be paid into the Bond Fund for payment of Bond Service Charges or released to the Borrower, provided the Borrower obtains an opinion of Bond Counsel addressed to the Trustee that such deposit or release will not adversely affect the Federal Tax Status of the Bonds.

Section 3.07 Duties and Obligations of the Borrower

Borrower accepts the duties and obligations under the Indenture.

Section 3.08 Borrower Required to Pay Costs in Event Project Fund Insufficient

If money in the Project Fund is not sufficient to pay all costs of the Project, the Borrower, nonetheless, will complete the Project in accordance with the Plans and Specifications and shall pay all such additional costs of the Project from its own funds and other available funds. The Borrower shall pay all Costs of Issuance of the Bonds in excess of the amounts deposited in the Costs of Issuance Fund. The Borrower shall not be entitled to any reimbursement for any such additional costs of the Project or payment of Costs of Issuance from the Issuer, the Trustee or any Holder; nor shall it be entitled to any abatement, diminution or postponement of any Loan Payments or other amounts to be paid under this Loan Agreement.

Section 3.09 Completion Date

The Borrower shall notify the Issuer and the Trustee of the Completion Date by the delivery of a Completion Certificate signed by the Authorized Borrower Representative substantially in the form of **Exhibit C** attached hereto. The Completion Certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in paragraphs (a) and (b) of the Completion Certificate.

Section 3.10 Remarketing of Bonds

The Borrower is hereby granted the right to (a) give written notice of a remarketing of the Bonds in the manner and to the extent set forth in Section 3.07 of the Indenture and (ii) designate, in writing, the length of the Remarketing Period and the related Mandatory Tender Date in the manner and to the extent set forth in Sections 3.05 and 3.07 of the Indenture.

Section 3.11 Investment of Fund Money

At the written request of the Authorized Borrower Representative, any money held as part of the Special Funds and the Rebate Fund shall be invested or reinvested by the Trustee in Eligible Investments as provided in the Indenture. The Issuer (to the extent within its control) and the Borrower each hereby covenants that it will restrict that investment and reinvestment and the use of the proceeds of the Bonds, and moneys on deposit in or credited to the Collateral Fund and the Negative Arbitrage Account of the Bond Fund, in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of delivery of and payment for the Bonds or subsequent intentional acts, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code. No provision of this Loan Agreement shall be construed to impose upon the Trustee any obligation or responsibility for compliance with arbitrage regulations.

The Borrower shall provide the Issuer with, and the Issuer may base its certifications as authorized by the Tax Compliance Agreement on, a certificate of an Authorized Borrower Representative for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Borrower on the date of delivery of and payment for the Bonds regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which those expectations are based.

Section 3.12 Rebate Calculations and Payments

The Borrower shall appoint a Rebate Analyst, the expense of which shall be borne by the Borrower.

The Issuer has covenanted in the Indenture to take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds. In furtherance of this covenant, the Borrower, on behalf of the Issuer, hereby covenants (i) within sixty (60) days of the payment in full of the Bonds, to calculate, or cause to be calculated, and provide to the Trustee and the Issuer such calculations in writing, with such written directions as are necessary to fully comply with the arbitrage and rebate requirements set forth in the Indenture and comply fully with Section 148 of the Code, including the timely payment of any Rebatable Arbitrage owed; and (ii) to deposit into the Rebate Fund to pay to the federal government any "**Rebatable Arbitrage**," to the extent required by Section 148(f) of the Code. The Borrower further agrees to comply with the provisions and requirements of Section 4.09 of the Indenture relating to the obligation to pay to the Trustee, for deposit into the Rebate Fund established under the Indenture, the "**Rebatable Arbitrage**" as required thereunder and under Section 148 of the Code.

If the amount then on deposit in the Rebate Fund created under the Indenture is less than the Rebatable Arbitrage (taking into account the amount or amounts, if any, previously paid to the United States), the Borrower shall, within 30 days after the date of the aforesaid calculation, deposit or cause to be deposited to the credit of the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Rebatable Arbitrage. The obligation of the Borrower to make or cause to be made such payments shall remain in effect and be binding upon the Borrower, notwithstanding the release and discharge of the Indenture or the termination of this Loan Agreement, for so long as may be required to maintain the Federal Tax Status of the Bonds in accordance with applicable law. The Borrower shall obtain such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code and shall retain such records for at least six (6) years after the maturity or retirement of the Bonds.

The Borrower further covenants that, during the term of the Bonds, in the event the Borrower sells or otherwise disposes of the Project, it will require that the transferee execute a covenant similar to that in this Section in the sale or other documents concerning the disposition and will require such transferee to include such a covenant in future transfer documents. The special covenants of the Borrower in this Section shall survive the defeasance or payment in full of the Bonds and the termination of this Loan Agreement and the Indenture, notwithstanding any other provision of this Loan Agreement, until the requirement for payment of any Rebatable Arbitrage has been fully satisfied.

The obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the Indenture and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents for so long as may be required to maintain the Federal Tax Status of the Bonds in accordance with applicable law, or until the Borrower has transferred the Project to an unrelated entity with the prior written consent of the Issuer, which transferee assumes the obligations of the Borrower pursuant to this Section.

ARTICLE IV

LOAN PAYMENTS; ELIGIBLE FUNDS AND ADDITIONAL PAYMENTS

Section 4.01 ~~Loan Repayment; Delivery of Note~~. In consideration of and in repayment of the Loan, the Borrower shall deliver or cause to be delivered to the Trustee on or before each Bond Payment Date, a Loan Payment in an amount equal to the amount necessary to pay Bond Service Charges due on such Bond Payment Date. All such Loan Payments shall be paid to the Trustee in

accordance with the terms of the Note for the account of the Issuer and shall be held and disbursed in accordance with the provisions of the Indenture and this Loan Agreement.

The Borrower shall be entitled to a credit against the Loan Payments required to be made with respect to the Bonds on any date equal to the available money in the Bond Fund or money transferred thereto from the Collateral Fund or the Project Fund for the payment of Bond Service Charges on that date.

To secure the Borrower's performance of its obligations under this Loan Agreement, the Borrower shall execute and deliver, concurrently with the issuance and delivery of the Bonds, the Note and the Land Use Restriction Agreement.

The Note shall secure equally and ratably all Outstanding Bonds, except that, so long as no Event of Default has occurred and is continuing hereunder, payments by the Borrower on the Note shall be used by the Bond Trustee to make a like payment of Bond Service Charges and shall constitute Loan Payments.

Upon payment in full, in accordance with the Indenture, of the Bond Service Charges on any or all Bonds, whether at maturity or otherwise, or upon provision for the payment thereof having been made in accordance with the provisions of the Indenture, (a) the Note shall be deemed fully paid, the obligations of the Borrower thereunder shall be terminated, and the Note shall be surrendered by the Trustee to the Borrower, and shall be canceled by the Borrower, or (b) an appropriate notation shall be endorsed thereon evidencing the date and amount of the principal payment (or prepayment) equal to the Bonds so paid, or with respect to which provision for payment has been made, and that Note shall be surrendered by the Trustee to the Borrower for cancellation if all Bonds shall have been paid (or provision made therefor) and canceled as aforesaid. Unless the Borrower is entitled to a credit under express terms of this Loan Agreement or the Note, all payments on the Note shall be in the full amount required thereunder.

Section 4.02 Eligible Funds

In consideration of and as a condition to the disbursement of Bond proceeds in the Project Fund to pay Project Costs, and to secure the Borrower's obligation to make Loan Payments, the Borrower shall provide written direction to a provider of Eligible Funds to deliver or cause to be delivered to the Trustee the Eligible Funds, or shall otherwise cause to be delivered to the Trustee, Eligible Funds from any other source, equal to the amount of the proposed disbursement. The Trustee shall not deposit such funds into the Collateral Fund unless it is prepared to disburse, on the same business day if such Eligible Funds are received prior to 10 AM, and otherwise within one Business Day, an equal amount of funds from the Project Fund. All such Eligible Funds shall be paid to the Trustee for the account of the Issuer and shall be held in the Collateral Fund and disbursed in accordance with the provisions of the Indenture. Upon deposit of such Eligible Funds into the Collateral Fund, the Trustee shall be unconditionally and irrevocably obligated to disburse an equal amount from the Project Fund to the party depositing the related Eligible Funds. As provided in the Indenture, these amounts will be advanced by such party to the Borrower for the purpose of financing either costs of the Project or Bond Service Charges.

The Borrower hereby covenants and agrees to repay the Loan on or before any date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in cash or cash equivalents, a sum which, together with any other moneys available for such payment in any

account of the Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or acceleration or otherwise) and interest on the Bonds as provided in the Indenture. Payments by the Trustee of principal and interest on the Bonds from amounts in the Bond Fund and funds deposited in the Collateral Fund under the Indenture shall be credited against the Borrower's obligation to pay principal and interest on the Loan.

The Borrower shall make or cause to be made all Loan Payments directly to the Trustee at its Designated Office. The Borrower shall direct the Lender to deposit Eligible Funds directly to the Trustee at its Designated Office. Additional Payments shall be made by the Borrower directly to the person or entity to whom or to which they are due.

It is understood and agreed that all payments of principal and interest payable by the Borrower under this Section 4.02 are assigned by the Issuer to the Trustee for the benefit of the Holders of the Bonds (excluding amounts on deposit in the Rebate Fund). The Borrower consents to such assignment.

In the event the Borrower should fail to make any of the payments required in this Section 4.02, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due, at the rate of interest borne by the Bonds.

Section 4.03 Special Funds

The Borrower and the Issuer each acknowledge that neither the Borrower nor the Issuer has any interest in the Bond Fund or the Collateral Fund and any money deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Holders.

Section 4.04 Additional Payments

The Borrower shall pay as Additional Payments hereunder the following:

- (a) Whether out of the proceeds of the Mortgage Loan or other funds, all Costs of Issuance of the Bonds, and all expenses incurred in closing the Mortgage Loan.
- (b) All Extension Payments and other sums required under Section 3.07 of the Indenture in order to revise or extend the Mandatory Tender Date or remarket the Bonds, and the Borrower further agrees to execute any and all certificates required by the Issuer, the Trustee or the Remarketing Agent in order to effectuate such revision, extension or remarketing.
- (c) To the Trustee, (i) the Ordinary Trustee Fees and Expenses to the extent that the funds available in the Expense Fund under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the extraordinary Trustee fees and expenses.
- (d) To the Issuer (i) the Ordinary Issuer Fees to the extent that the funds available under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the Extraordinary Issuer's Fees and Expenses.
- (e) All costs of printing any replacement Bonds required to be issued under the Indenture to the extent such costs are not paid by the Holders.

(f) To the extent not paid by the Trustee from the Expense Fund, all of the fees and expenses of the Rebate Analyst (including, but not limited to, the Rebate Analyst Fee) and any other necessary consultant employed by the Borrower, the Trustee or the Issuer in connection with any of the requirements imposed by Section 4.09 of the Indenture and the Tax Compliance Agreement to the extent funds available under the Indenture are not sufficient and applied therefor. The Borrower shall provide or cause to be provided all information and money (including money necessary to make deposits to the Rebate Fund required by the Indenture and the Tax Compliance Agreement and the fees and expenses of the Rebate Analyst to the extent available money in the Bond Fund under the Indenture are inadequate to pay such amounts) to the Trustee and the Rebate Analyst to enable the Trustee and the Rebate Analyst to comply with the Indenture and the Tax Compliance Agreement.

(g) To the Dissemination Agent, the Dissemination Agent Fee, to the extent funds available in the Expense Fund under the Indenture are not sufficient and applied therefor, as well as any other costs and expenses in order to provide for compliance with the terms of the Continuing Disclosure Agreement.

(h) To the Remarketing Agent, the Remarketing Agent Fee and any Remarketing Expenses.

In the event the Borrower is in default under any provision of any of the Borrower Documents and such default is not cured after expiration of all applicable notice and cure provisions, the Borrower shall be liable to, and upon demand shall pay to, the Issuer and the Trustee all reasonable fees and disbursements of such persons and their agents (including reasonable attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto except to the extent such fees and disbursements are paid from money available therefor under the Indenture.

To provide for certain of the anticipated Additional Payments, the Borrower agrees to cause to be deposited a portion of the Initial Borrower Deposit into the Expense Fund and the Costs of Issuance Fund as required under the Indenture, and authorizes the Trustee to pay, from money on deposit in the Costs of Issuance Fund and the Expense Fund, the amounts provided to be paid from the Costs of Issuance Fund or the Expense Fund in accordance with Sections 4.05 and 4.08, respectively, of the Indenture. All such amounts shall be paid directly to the parties entitled thereto for their own account as and when such amounts become due and payable.

Upon the payment, prepayment, or incurrence of any such cost, expense, or liability described in this Section by any such party, the Additional Payments in respect thereof shall be payable upon written demand to the Borrower, which demand shall be accompanied by invoices or other appropriate documentation concerning the nature, amount and incurrence of such cost, expense or liability. If the Additional Payments payable under this Section are not paid upon such demand, such Additional Payments shall bear interest from the date of such payment or the incurrence thereof at the Interest Rate for Advances until the amount due shall have been fully paid.

Except as otherwise provided herein, the obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the Indenture and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents, unless and until the Borrower has transferred the Project to an unaffiliated entity with the prior written consent of the Issuer, which transferee assumes the obligations of the Borrower pursuant to this Section.

Section 4.05 Obligations of the Borrower Unconditional. The obligations of the Borrower to make the payments required under this Loan Agreement, and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any right of notice, setoff, recoupment or counterclaim it might otherwise have against the Issuer, the Trustee or any other person. Subject to termination as provided herein, the Borrower (a) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for under this Loan Agreement, (b) will perform and observe all of its other agreements contained in this Loan Agreement and (c) will not terminate this Loan Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Loan Agreement, whether express or implied, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture, whether express or implied.

Section 4.06 Limited Obligation of Issuer. The obligations of the Issuer under this Loan Agreement are special, limited obligations of the Issuer, payable solely out of the Revenues. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State of Illinois or any political subdivision thereof within the meaning of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them.

Section 4.07 Assignment of Issuer's Rights. As security for the payment of the Bonds, the Issuer will, pursuant to the Indenture and the Assignment, assign and pledge to the Trustee all of the Issuer's right, title and interest in and to this Loan Agreement and the Promissory Note, except that it will retain the Issuer Reserved Rights, but such retention by the Issuer will not limit in any way the exercise by the Trustee of its rights hereunder, under the Assignment or under the Indenture, the Promissory Note and the Bonds. Notwithstanding anything herein to the contrary, the Issuer hereby directs the Borrower to make all payments under this Loan Agreement (except with respect to the Issuer Reserved Rights) and the Promissory Note directly to the Trustee. The Borrower hereby acknowledges and consents to such pledge and assignment, and agrees to make payments directly to the Trustee (except with respect to the Issuer Reserved Rights), without defense or set-off, recoupment or counterclaim by reason of any dispute between the Borrower on the one hand, and the Trustee or the Issuer on the other hand, or otherwise. After any such assignment and pledge referenced in this Loan Agreement, the Indenture, the Bonds or the Promissory Note, all rights, interest and benefits accruing to the Issuer under this Loan Agreement or the Promissory Note, except for the Issuer Reserved Rights, shall be assigned to and become the rights and benefits of the Trustee. Any obligations of the Issuer as provided in the Indenture, this Loan Agreement, the Bonds or the Promissory Note shall remain the obligations of the Issuer to the extent provided herein and therein after such assignment. The Issuer agrees that the Trustee, in its name or in the name of the Issuer, may enforce all rights of the Issuer (other than the Issuer Reserved Rights) and all obligations of the Borrower under and pursuant to the assigned documents as aforesaid, and the Issuer will not enforce such rights and obligations itself except at the written direction of the Trustee, in each case whether or not there has been a Default hereunder.

The Trustee will have all rights and remedies herein accorded to the Issuer (except for Issuer Reserved Rights).

ARTICLE V SPECIAL COVENANTS

Section 5.01 Access to the Project. The Borrower agrees that the Issuer, the Trustee and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Project and the acquisition, rehabilitation and equipping thereof at all reasonable times. The Borrower acknowledges that the Issuer shall monitor the acquisition, rehabilitation and equipping of the Project. The Issuer, the Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine the books, accounts, contracts, documents, and other papers of the Borrower with respect to the Project which shall all be maintained by the Borrower in reasonable condition and for audit.

Section 5.02 Further Assurances and Corrective Instruments. The Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

Section 5.03 Issuer and Borrower Representatives. Whenever under the provisions of this Loan Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given in writing both for the Issuer by an Authorized Issuer Representative and for the Borrower by an Authorized Borrower Representative. The Trustee shall be authorized to act on any such approval or request pursuant to the Indenture.

Section 5.04 Financing Statements. The Borrower shall, or shall cause to be executed and filed any and all financing statements, or any amendments thereof or continuation statements thereto, to perfect the security interests granted in the Indenture, in the manner prescribed in the Indenture. The Borrower shall pay all costs of filing such instruments and any fees and expenses (including reasonable attorney's fees) associated therewith.

Section 5.05 Insurance. The Borrower shall obtain and keep in force such insurance coverage as may be required by the Issuer in its reasonable discretion from time to time. All insurance policies and renewals thereof relating to the Project shall be in a form acceptable to the Issuer in its reasonable discretion and shall designate the Issuer and the Trustee as additional insured for liability insurance on the Project. The Issuer shall be furnished with full copies of all policies within fifteen (15) calendar days of receipt thereof and shall have the right to receive duplicate copies of policies and renewals, and the Borrower shall promptly furnish the Issuer with copies of all renewal notices and all receipts for paid premiums within fifteen (15) calendar days of receipt thereof. The Borrower shall notify the Issuer at least 30 calendar days in advance of an endorsement or of any change in the terms of coverage adverse to the Issuer. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Issuer.

With respect to any casualty insurance, it shall (a) be in an amount equal to the greater of the actual cash value or the replacement cost of the insurable then existing improvements and equipment in the Project and (b) be provided by an insurance company with a claims paying ability rating of not less than "B+V" by A.M. Best.

Section 5.06 Restriction on Plans and Specifications. The Borrower will not cause, permit or suffer to exist any material deviations from the Plans and Specifications and will not approve or consent to any construction change directive which results in a material deviation from the Plans and

Specifications without the prior approval of the Issuer, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 5.07 Requisitions

(a) At such time as the Borrower shall desire to obtain an advance from the Project Fund, the Borrower shall complete, execute and deliver to the Trustee a Requisition. Each Requisition shall be signed on behalf of the Borrower, shall be in the form set forth on Exhibit B to this Loan Agreement, and shall state with respect to each disbursement to be made: (i) the number of the Requisition, (ii) the amount to be disbursed and the sources of such disbursement, (iii) that each obligation described therein is a Project Cost, has been properly incurred and has not been the basis for any previous disbursement and (iv) that the expenditure of such disbursement when added to all previous disbursements will result in not less than 95% of all disbursements from proceeds of the Bonds having been used to pay or reimburse the Borrower for Qualified Project Costs. The Borrower shall submit the Requisition to the Trustee for payment. Approved Requisitions may be submitted to the Trustee by Electronic Means and shall not include accompanying supporting materials. In making such payment, the Trustee may rely upon such requisitions and shall not be required to make any investigation in connection therewith.

(b) The amounts deposited into the Project Fund may be disbursed by the Trustee only in accordance with Section 4.04 of the Indenture, including delivery of a written Requisition of the Borrower satisfying the requirements of this Section 5.07 and Section 5.02 of the Indenture.

Section 5.08 Borrower Receipt of Insurance or Condemnation Proceeds. In the event the Borrower receives any proceeds of insurance or any condemnation awards with respect to the Project from a party other than the Trustee, the Borrower shall promptly upon receipt remit all such insurance proceeds or condemnation awards to the Lender to be used in accordance with the Mortgage Loan Documents.

Section 5.09 Financial Information. The Borrower agrees that it will have the books and records of the Borrower audited annually by an independent certified public accountant as soon as practicable after the close of each fiscal year of the Borrower, and will furnish within 120 days after the end of each fiscal year to the Issuer and the Trustee a copy of the audit report certified by such certified public accountant and prepared in accordance with generally accepted accounting principles, which report shall include calculations of the availability of funds for distributions and disclose the amount of member distributions for the preceding year. The Borrower and the Issuer acknowledge that the Trustee shall have no obligations under this Section 5.09 other than to receive such statements and, if requested, to furnish such statements to Holders. The Trustee shall not have any obligation to review such statement provided to it, nor shall the Trustee be deemed to have notice of any item contained therein or Event of Default or Default which may be disclosed therein in any manner. The Trustee shall have no duty to request copies of any such statements which are required to be furnished to it hereunder.

Section 5.10 Environmental Requirements; Indemnity

(a) As between the Issuer and the Borrower, the Issuer and the Borrower agree and understand that the terms and provisions of an environmental indemnification agreement between the parties, if any, shall govern all indemnifications from the Borrower to the Issuer with respect to environmental matters affecting the Project. The terms and provisions of such environmental indemnification agreement are incorporated herein by this reference, mutatis

mutandis, as if fully set forth herein with respect to such relationship. As such, the balance of the provisions of this Section govern only the relationship between the Borrower and the Issuer with respect to indemnifications from the Borrower to the Issuer with regard to environmental matters affecting the Project.

(b) For purposes of this Section 5.10, the term "**Hazardous Substance**" means and includes any substance, material or waste, including asbestos, petroleum and petroleum products (including crude oil), that is or becomes designated, classified or regulated as "toxic," "hazardous" or a "pollutant," or that is or becomes similarly designated, classified or regulated, under any applicable federal, state or local law, regulation or ordinance, but does not include any such substance that is a customary and ordinary household, cleaning or office product used on the Premises (as defined below) by Borrower or any tenant or agent of Borrower, or customary construction materials used during the course of rehabilitation of the Project by the Borrower and its general contractor, provided such use is in accordance with applicable hazardous materials laws.

(c) Before signing this Loan Agreement, the Borrower researched and inquired into the previous uses and owners of the premises on which the Project is located (the "**Premises**") and obtained a Phase I environmental site assessment a Phase II site assessment and other reports with respect to the environmental conditions of the Premises, copies of which have been delivered to the Issuer. Based on that due diligence, the Borrower represents and warrants to the Issuer that, except as the Borrower has disclosed to the Issuer in writing and as described in the Phase I environmental site assessment and Phase II site assessment, to the best of the Borrower's knowledge, (i) no Hazardous Substance has been disposed of, or released to or from, or otherwise now exists in, on, under or around, the Premises, and (ii) no aboveground or underground storage tanks are now or have ever been located on or under the Premises.

(d) The Borrower has complied, and will comply and cause all tenants and any other persons who may come upon the Premises to comply in all material respects with all federal, state and local laws, regulations and ordinances governing or applicable to Hazardous Substances, including those requiring disclosures to prospective and actual buyers or tenants of all or any portion of the Premises. The Borrower will not install or allow to be installed any aboveground or underground storage tanks on the Premises. The Borrower must comply with the recommendations of any qualified environmental engineer or other expert engaged by the Borrower with respect to the Premises. The Borrower must promptly notify the Issuer in writing (1) if it knows, suspects or believes there may be any Hazardous Substance in or around any part of the Premises, any improvements constructed on the Premises, or the soil, groundwater or soil vapor on or under the Premises, or that the Borrower or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance, and (ii) of any claim made or threatened by any person, other than a governmental agency, against the Borrower arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, any Improvements constructed on the Premises or the soil, groundwater or soil vapor on or under the Premises (any of the matters described in clauses (i) and (ii) above a "**Hazardous Substances Claim**").

(e) The Issuer, the Trustee and their respective officers, employees, directors, agents, assignees, and any purchasers of the Premises at any foreclosure sale (each individually, an "**Indemnified Party**," and all collectively, the "**Indemnified Parties**"), have the right at any reasonable time and upon notice to the Borrower to enter and visit the Premises for the purposes of observing the Premises, taking and removing soil or groundwater samples and conducting tests

on any part of the Premises. The Indemnified Parties have no duty, however, to visit or observe the Premises or to conduct tests, and no site visit, observation or testing by any Indemnified Party imposes any liability on any Indemnified Party. In no event will any site visit, observation or testing by any Indemnified Party be a representation that Hazardous Substances are or are not present in, on or under the Premises, or that there has been or will be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither the Borrower nor any other party is entitled to rely on any site visit, observation or testing by any Indemnified Party. The Borrower waives to the fullest extent permitted by law any such duty of care on the part of the Indemnified Parties or any other party to protect the Borrower or inform the Borrower or any other party of any Hazardous Substances or any other adverse condition affecting the Premises. Any Indemnified Party will give the Borrower reasonable notice before entering the Premises. The Indemnified Party will make reasonable efforts to avoid interfering with the Borrower's and its tenants' use of the Premises in exercising any rights provided in this Section. The Borrower must pay all costs and expenses incurred by an Indemnified Party in connection with any inspection or testing conducted in accordance with this subsection. The results of all investigations conducted and/or reports prepared by or for any Indemnified Party must at all times remain the property of the Indemnified Party, and under no circumstances will any Indemnified Party have any obligation whatsoever to disclose or otherwise make available to the Borrower or any other party the results or any other information obtained by any of them in connection with the investigations and reports. Notwithstanding the foregoing, the Indemnified Parties hereby reserve the right, and the Borrower hereby expressly authorizes any Indemnified Party, to make available to any party (including any governmental agency or authority and any prospective bidder at any foreclosure sale of the Premises) any and all reports, whether prepared by any Indemnified Party or prepared by the Borrower and provided to any Indemnified Party (collectively, "**Environmental Reports**") that any Indemnified Party may have with respect to the Premises. The Borrower consents to the Indemnified Parties' notifying any party (either as part of a notice of sale or otherwise) of the availability of any or all of the Environmental Reports and the information contained therein. The Borrower acknowledges that the Indemnified Parties cannot control or otherwise assure the truthfulness or accuracy of the Environmental Reports and that the release of the Environmental Reports, or any information contained therein, to prospective bidders at any foreclosure sale of the Premises may have a material and adverse effect upon the amount that a party may bid at such sale. The Borrower agrees that the Indemnified Parties have no liability whatsoever as a result of delivering any or all of the Environmental Reports or any information contained therein to any third party, and the Borrower hereby releases and forever discharges the Indemnified Parties from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the Environmental Reports or the delivery thereof, unless resulting from the gross negligence or willful misconduct of the Indemnified Parties.

(f) The Borrower must promptly undertake any and all remedial work ("**Remedial Work**") in response to Hazardous Substances Claims to the extent required by governmental agency or agencies involved or as recommended by prudent business practices, if such standard requires a higher degree of remediation, and in all events to minimize any impairment to the Issuer's security under the Borrower Documents. All Remedial Work must be conducted (i) in a diligent and timely fashion by licensed contractors acting under the supervision of a consulting environmental engineer, (ii) pursuant to a detailed written plan for the Remedial Work approved by all applicable public or private agencies or persons with a legal or contractual right to such approval, (iii) with insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities, and (iv) only following receipt of any required permits, licenses or approvals. The selection of the Remedial Work contractors and consulting environmental engineer, the contracts entered into with such

parties, any disclosures to or agreements with any public or private agencies or parties relating to Remedial Work and the written plan for the Remedial Work (and any changes thereto) at the Issuer's option, is subject to the Issuer's prior written approval, which may not be unreasonably withheld, conditioned or delayed.

(g) The obligations and rights of the parties under this Section 5.10 continue in full force and effect until the first to occur of full, final and indefeasible repayment of the Liabilities or the transfer of title to all or any part of the Premises at a foreclosure sale or by deed in lieu of such foreclosure (any such foregoing transfer being referred to as a "**Foreclosure Transfer**"). The parties' obligations and rights under this Section 5.10 continue in full force and effect after the full and final payment of the Liabilities or a Foreclosure Transfer, as the case may be, but (i) in the case of a full and final payment of the Liabilities, the Borrower's obligations under this Section 5.10 are thereafter limited to the indemnification obligations of subsections (i) and (j) below as to Indemnified Costs (as defined below) arising out of or as a result of events prior to the full and final payment of the Liabilities, and (ii) in the case of a Foreclosure Transfer, the obligations do not include the obligation to reimburse any Indemnified Party for diminution in value of the Premises resulting from the presence of Hazardous Substances on the Premises before the date of the Foreclosure Transfer if, and to the extent that, the Indemnified Party recovers on a deficiency judgment including compensation for such diminution in value; provided, however, that nothing in this sentence impairs or limits an Indemnified Party's right to obtain a judgment in accordance with applicable law for any deficiency in recovery of all obligations, subject to the provisions of Section 9.03 hereof. As used in this Section 5.10, the term "Indemnified Costs" means all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including foreseeable and unforeseeable consequential damages), costs, expenses, fines, penalties and losses incurred in connection with Hazardous Substances on the Property (including sums paid in settlement of claims and all consultant, expert and reasonable legal fees and expenses of the Issuer's counsel), including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work (whether of the Premises or any other property), or any resulting damages, harm or injuries to the person or property of any third parties or to any natural resources.

(h) Except for those arising from the gross negligence or willful misconduct of the Indemnified Parties, the Borrower shall indemnify, defend and hold the Indemnified Parties harmless for, from and against any and all Indemnified Costs directly or indirectly arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, or in the soil, groundwater or soil vapor on or under the Premises, including: (i) any claim for such Indemnified Costs asserted against any Indemnified Party by any federal, state or local governmental agency, including the United States Environmental Protection Agency and the Illinois Environmental Protection Agency, and including any claim that any Indemnified Party is liable for any such Indemnified Costs as an "owner" or "operator" of the Premises under any law relating to Hazardous Substances; (ii) any claim for such Indemnified Costs asserted against any Indemnified Party by any person other than a governmental agency, including (1) any person who may purchase or lease all or any portion of the Premises from the Borrower, from any Indemnified Party or from any other purchaser or lessee, (2) any person who may at any time have any interest in all or any portion of the Premises, (3) any person who may at any time be responsible for any clean-up costs or other Indemnified Costs relating to the Premises, and (4) any person claiming to have been injured in any way as a result of exposure to any Hazardous Substance; (iii) any Indemnified Costs incurred by any Indemnified Party in the exercise by the Indemnified Party of its rights and remedies under this Section 5.10; and (iv) any Indemnified Costs incurred by any Indemnified Party as a result of currently existing conditions in, on or around the Premises, whether known or unknown by the Borrower or the Indemnified Parties at the time

this Loan Agreement is executed, or attributable to the acts or omissions of the Borrower, any of the Borrower's tenants, or any other person in, on or around the Premises with the consent or under the direction of the Borrower.

(i) Upon demand by any Indemnified Party, the Borrower must defend any investigation, action or proceeding involving any Indemnified Costs that is brought or commenced against any Indemnified Party, whether alone or together with the Borrower or any other person, all at the Borrower's own cost and by counsel reasonably approved by the Indemnified Party. In the alternative, any Indemnified Party may elect to conduct its own defense at the Borrower's expense.

(j) In addition to any other rights or remedies the Issuer may have under this Loan Agreement, at law or in equity, upon the occurrence of an Event of Default under this Loan Agreement not cured within the applicable cure period, the Issuer may do or cause to be done whatever is necessary to cause the Premises to comply with any and all laws, regulations and ordinances governing or applicable to Hazardous Substances, and any other applicable law, rule, regulation, order or agreement, and the cost thereof will become immediately due and payable upon demand by the Issuer, and if not paid when due will accrue interest at the default rate set forth in the Bonds, until paid. The Borrower hereby acknowledges and agrees that any amounts realized by the Issuer by reason of the following may be applied to pay the Liabilities prior to being applied to pay the Borrower's obligations to reimburse the Issuer for costs and expenses, including those incurred by the Issuer in enforcing its rights and remedies under the provisions of this Section 5.10: (i) any payments made pursuant to the Bonds or any of the Borrower Documents (other than payments made to the Issuer for reimbursement of costs and expenses or for enforcement of its rights and remedies, under the provisions of this Section 5.10); (ii) any foreclosure of documents evidencing or securing the Liabilities (including any amounts realized by reason of any credit bid in connection with any such foreclosure); (iii) any conveyance in lieu of foreclosure; (iv) any other realization upon any security for the Liabilities; (v) any recoveries against the Borrower personally (except for recoveries against the Borrower for reimbursement of costs and expenses or enforcement of the Issuer's rights and remedies under this Section 5.10); and (vi) any recoveries against any person or entity other than the Borrower (including any guarantor) to the maximum extent permitted by applicable law.

ARTICLE VI RESTRICTION ON TRANSFER

Section 6.01 Borrower to Maintain its Existence; Sale of Project.

(a) The Borrower shall maintain its existence, not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, that it may do so if the surviving, resulting or transferee entity assumes in writing all of the obligations of the Borrower under the Borrower Documents. The Borrower shall not permit one or more other entities to consolidate with or merge into it, or take any action or allow any action to be taken to terminate the existence of the Borrower except as provided herein.

(b) No sale, assignment or transfer of the Project shall be made unless (a) the Issuer consents to such assignment or transfer, (b) the transferee or assignee, as the case may be, assumes all the duties of the Borrower under the Borrower Documents, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder arising prior to such sale, assignment or transfer, and (c) no Event of Default

as certified in writing to the Trustee by the Borrower shall have occurred and be continuing under the Indenture or this Loan Agreement. The Trustee shall consent to any such assignment or transfer if (i) the Borrower provides a written certification to the Trustee that the aforesaid conditions have been satisfied, (ii) the Trustee receives an Opinion of Bond Counsel addressed to the Trustee to the effect that such transfer or assignment would not adversely affect the Federal Tax Status of the Bonds, and (iii) the Trustee receives written confirmation from the Rating Agency that such transfer or assignment will not result in a withdrawal or reduction in any rating on the Outstanding Bonds by the Rating Agency (if the Bonds are then rated by the Rating Agency). Upon the assumption of the duties of the Borrower by a purchaser, assignee or transferee as provided herein, the outgoing Borrower shall be released from all executory obligations so assumed; provided, however, the Borrower shall not be released from its obligation (x) to pay or reimburse the fees and expenses of the Issuer and the Trustee incurred prior to such sale, assignment or transfer and (y) to indemnify the Trustee and the Issuer with respect to any obligation, event or action incurred or arising prior to such sale, assignment or transfer. Nothing contained in this Section shall be construed to supersede any provisions regarding assignment and transfer of the Project contained in the Mortgage Loan Documents.

(c) Notwithstanding anything to the contrary contained herein or in any other Borrower Document, the following shall be permitted and shall not require the prior written approval of the Issuer or the Trustee: (a) the transfer by the Investor Limited Partner of its respective interests in the Borrower in accordance with the terms of the Borrower's Organizational Documents, (b) the removal of the General Partner of the Borrower in accordance with the Organizational Documents or Construction Loan Documents, as applicable, and the replacement thereof with an affiliate of the Investor Limited Partner or Construction Lender, (c) the transfer of ownership interests in the Investor Limited Partner, (d) upon the expiration of the tax credit compliance period, the transfer of the interests of the Investor Limited Partner in the Borrower to the Borrower's General Partner or any of its respective affiliates or assigns, and (e) any amendment to the Organizational Documents or Construction Loan Documents, as applicable, to memorialize the transfers or removal described above. The parties agree that this section shall control to the extent of any conflict in any Borrower Documents. In the event the Borrower intends to sell, lease (except to the tenants who will occupy units in the Project), sublease or otherwise materially encumber the whole of or any part of the Project or sell, assign or otherwise, except as otherwise provided herein, transfer any interest in the Borrower (a "transfer"), it shall (i) apply to the Issuer for consent to transfer, and (ii) comply with the provisions of the Land Use Restriction Agreement restricting any such transfer.

ARTICLE VII INDEMNIFICATION

Section 7.01 Indemnification of Issuer and Trustee

(a) Except as otherwise provided below and subject to Sections 8.07 and 9.04 hereof, the Issuer and the Trustee, and each of their officers, agents, independent contractors, employees, successors and assigns, and, in the case of the Issuer, its elected and appointed officials, past, present or future (hereinafter the "Indemnified Persons"), shall not be liable to the Borrower for any reason. The Borrower shall defend, indemnify and hold the Indemnified Persons harmless from any loss, claim, damage, tax, fine, penalty or expense (including, but not limited to, reasonable counsel fees, costs, expenses and disbursements), or liability (other than with respect to payment of the principal of or interest on the Promissory Note) of any nature due to any and all suits, actions, legal or administrative proceedings, expenses or claims arising or resulting from, or in any way connected with: (i) the financing, installation, operation, use or

maintenance of the Project; (ii) any act, failure to act, or misrepresentation by the Borrower or any member of the Borrower, or any Person acting on behalf of, or at the direction of, the Borrower or any member of the Borrower, in connection with the issuance, sale or delivery of the Bonds; (iii) any false or misleading representation made by the Borrower in the Borrower Documents; (iv) the breach by the Borrower of any covenant contained in the Borrower Documents, or the failure of the Borrower to fulfill any such covenant which are not cured within all applicable notice and cure periods; (v) enforcing any obligation or liability of the Borrower under this Loan Agreement, the Promissory Note, or the other Borrower Documents, or any related agreement; (vi) taking any action requested by the Borrower; (vii) taking any action reasonably required by the Borrower Documents; or (viii) taking any action considered necessary by the Issuer or the Trustee, and which is authorized by the Borrower Documents. If any suit, action or proceeding is brought against any Indemnified Person, the interests of the Indemnified Person in that suit, action or proceeding shall be defended by counsel to the Indemnified Person or the Borrower, as the Indemnified Person shall determine. If such defense is by counsel to the Indemnified Person, the Borrower shall indemnify and hold harmless the Indemnified Person for the cost of that defense, including reasonable counsel fees, disbursements, costs and expenses. If the Indemnified Persons affected by such suit determine that the Borrower shall defend the Indemnified Persons, the Borrower shall immediately assume the defense at its own cost. Neither the Indemnified Persons nor the Borrower shall be liable for any settlement of any proceeding made without each of their consent. In no event shall the Borrower be liable to an Indemnified Person for the Indemnified Person's own willful misconduct or gross negligence.

(b) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to enforce: (i) any applicable federal or state law or regulation or resolution of the Issuer related to the Project, and (ii) any rights accorded the Issuer by federal or state law or regulation or resolution of the Issuer, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(c) If the Indemnified Persons are requested by the Borrower to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, they will do so if and only if: (i) the Indemnified Persons are a necessary party to any such action; (ii) the Indemnified Persons have received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Indemnified Persons; and (iii) a written agreement of indemnification and payment of costs, liabilities and expenses satisfactory to the Indemnified Persons has been executed by the Borrower prior to the taking of any such action by the Indemnified Persons.

(d) The obligations of the Borrower under this Section 7.01 shall survive any assignment or termination of this Loan Agreement and, as to the Trustee, any resignation or removal of the Trustee.

(e) Indemnification of the Issuer by the Borrower with respect to environmental matters shall be governed exclusively by the terms and provisions of any environmental indemnification agreement.

**ARTICLE VIII
DEFAULTS AND REMEDIES**

Section 8.01 Defaults Defined. The following shall be "Defaults" under this Loan Agreement and the term "Default" shall mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) The Borrower shall fail to pay any Loan Payment on or prior to the date on which that Loan Payment is due and payable to the extent amounts on deposit in the Bond Fund, including amounts transferred from the Collateral Fund and the Project Fund are insufficient to pay the Bond Service Charges due on the next Bond Payment Date;

(b) The Borrower shall fail to observe and perform any other agreement, term or condition contained in this Agreement and the continuation of such failure for a period of 30 days after written notice thereof shall have been given to the Borrower and Lender by the Issuer or the Trustee, or for such longer period as the Issuer and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion, which must be resolved within 180 days after the aforementioned notice;

(c) The Borrower shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, which is not dismissed within 90 days; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property which appointment is not vacated within a period of 90 days;

(d) Any representation or warranty made by the Borrower herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Loan Agreement or with the purchase of the Bonds shall at any time prove to have been false or misleading in any adverse material respect when made or given;

(e) There shall occur an **"Event of Default"** as defined in the Indenture; and

(f) There shall occur an **"Event of Default"** as defined in the Land Use Restriction Agreement by the Borrower under the Land Use Restriction Agreement that is continuing after any applicable notice and cure period.

Notwithstanding the foregoing, if, by reason of Force Majeure, the Borrower is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (b) hereof, the Borrower shall not be deemed in default during the continuance of such inability. However, the Borrower shall promptly give written notice to the Trustee and the Issuer of the existence of an event of Force Majeure and shall use commercially reasonable efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within its discretion.

Any term of this Loan Agreement, the Indenture or of any related document to the contrary notwithstanding, and notwithstanding an agreement of indemnity, the Trustee shall have no responsibility, obligation or duty to enter upon, or otherwise take possession or control of, the Project or the Premises, or take any other action which could constitute taking possession or control of the Project or the Premises (i) if it will require the approval of a governmental regulator that cannot be obtained, (ii) until the Trustee shall be indemnified to its sole satisfaction and (iii) until the Trustee shall be satisfied, in its sole discretion and determination, that neither it nor the trusts created under the Indenture shall incur, by reason of such action, any personal liability under any federal or State law for hazardous wastes, hazardous materials or other environmental liabilities or any other liability.

The term "**Force Majeure**" shall mean, without limitation, the following:

(i) acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; civil disturbances; riots; landslides; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any cause, circumstance or event not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement.

The declaration of an Event of Default under subsection (c) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 8.02 Remedies on Default. Whenever any Default referred to in Section 8.01 hereof shall have happened and be continuing beyond the expiration of any applicable cure period, the Trustee, or the Issuer (in the event the Trustee does not act), may take one or any combination of the following remedial steps:

(a) If the Trustee has declared the Bonds immediately due and payable pursuant to Section 9.01 of the Indenture, by written notice to the Borrower, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, the Promissory Note, the Land Use Restriction Agreement or any other Borrower Document in the event of default thereunder.

Notwithstanding the foregoing, neither the Issuer nor the Trustee shall be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until indemnity satisfactory to it has been furnished to the Issuer or the Trustee, as applicable, at no cost or expense to the Issuer or the Trustee. Any amounts collected as Loan Payments or applicable to Loan Payments and any other amounts which would be applicable to payment of Bond Service Charges collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Outstanding Bonds have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Section 4.14 of the Indenture for transfers of remaining amounts in the Bond Fund.

The provisions of this Section are subject to the further limitation that the rescission by the Trustee of its declaration that all of the Bonds are immediately due and payable also shall constitute an annulment of any corresponding declaration made pursuant to paragraph (a) of this Section and a waiver and rescission of the consequences of that declaration and of the Event of Default with respect to which that declaration has been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

Section 8.03 No Remedy Exclusive. Subject to Section 9.01 of the Indenture, no remedy herein conferred upon or reserved to the Issuer or the Bond Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the Holders, subject to the provisions of the Indenture, including, but not limited to the Reserved Rights of the Issuer, shall be entitled to the benefit of all covenants and agreements herein contained.

Section 8.04 Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrower should Default under any of the provisions of this Loan Agreement or under the Promissory Note and the Issuer and/or Trustee should employ attorneys or incur other expenses for the collection of payments required hereunder or under the Promissory Note, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein or in the Promissory Note, the Borrower agrees that it will on demand therefor pay to the Issuer and the Trustee, as the case may be, the reasonable fees and expenses of such attorneys (including, without limitation, those incurred to enforce this provision) and such other expenses so incurred by the Issuer and/or the Trustee. This Section 8.04 will continue in full force and effect notwithstanding the full payment of the obligations under the Loan Agreement or the termination of this Loan Agreement for any reason.

Section 8.05 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.06 Right to Cure. Notwithstanding anything to the contrary herein or otherwise in the Borrower Documents, if the Borrower shall, for whatever reason, at any time fail to pay any amount or perform any act which it is obligated to pay or perform under any of the Borrower Documents and, as a result, a default or event of default occurs or may occur thereunder, the Investor Limited Partner, or the Construction Lender, shall have the right to perform such act or pay such amount on behalf of the Borrower and thereby cure or prevent such default or event of default, provided such default or event of default is cured within any applicable cure period or grace period provided to the Borrower herein or otherwise in the Borrower Documents.

Section 8.07 Default by Issuer; Limited Liability. Notwithstanding any provision or obligation to the contrary herein set forth, no provision of this Loan Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or a charge upon the general credit of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Loan Agreement, the Promissory Note, and any other Borrower Documents, and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, and the Issuer shall not be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and the Issuer shall be obligated to pay the same only out of Revenues. The Issuer shall not be required to do any act whatsoever, or exercise any diligence whatsoever, to mitigate the damages to the Owner if an Event of Default shall occur hereunder.

ARTICLE IX MISCELLANEOUS

Section 9.01 Term of Agreement. This Loan Agreement shall remain in full force and effect from the date hereof until such time as all of the Bonds and all amounts payable hereunder and under the Indenture shall have been fully paid or provision made for such payments, whichever is later, provided, that the provisions of Sections 5.10, 7.01 and Article VIII hereof shall survive termination of this Loan Agreement.

Section 9.02 Notices; Publication of Notice

(a) All notices, advice, certifications or other communications hereunder between the Issuer and the Borrower shall be sufficiently given and shall be deemed given when delivered by hand or overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic means (including, without limitation, facsimile transmission) addressed to the appropriate Notice Address. The Issuer or the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, advice, certifications or other communications shall be sent. Notices to persons other than the Issuer or the Borrower (such as, for example, notices to owners of Bonds) shall be governed by the other applicable provisions of the Indenture.

(b) Whenever the Issuer or the Borrower is required or permitted to give or publish notice of any event or occurrence under this Loan Agreement, such notice shall be given or published in such manner and by such means as the Issuer or the Borrower, as the case may be, shall determine to be appropriate. Such publication may be by (but is not limited to) any of the following means: (i) publication in one or more newspapers or trade journals selected by the Issuer or the Borrower, as the case may be; (ii) publication by or through one or more financial information reporting services; (iii) delivery to one or more "nationally recognized municipal securities information repositories" (as such terms is defined in Securities and Exchange

Commission Rule 15c2-12) or any successor repository or entity fulfilling a substantially similar or like role; or (iv) by mailing a copy of such notice by first class mail, postage prepaid, to the person entitled to receive the notice at such person's address as shown on the records of the Issuer or the Borrower.

Section 9.03 Nonrecourse Liability of Borrower. Except as provided herein, the monetary obligations of the Borrower contained in this Loan Agreement (except for fees, payments and indemnification under Sections 3.12, 4.04, 7.01 and 8.04 hereof) shall be limited obligations payable solely from the income and assets of the Project and neither the Borrower nor any partner, manager, member, director, official or officer of the Borrower shall have any personal liability for the satisfaction of any obligation of the Borrower or claim against the Borrower, arising out of this Loan Agreement. Notwithstanding anything contained in this Loan Agreement to the contrary, neither the Issuer nor the Trustee may assert any claim arising hereunder against the Borrower's interest in the Project, or in the rents or other income of the Project for the payment of any charge or obligation due hereunder.

The limit on the Borrower's 's liability set forth in this Section shall not, however, be construed, and is not intended to in any way, to constitute a release, in whole or in part, of the indebtedness evidenced by this Loan Agreement or a release, in whole or in part, or an impairment of the security interest, or in case of any default or enforcing any other right of the Issuer under this Loan Agreement or to alter, limit or affect the liability of any person or party who may now or hereafter or prior hereto guarantee, or pledge, grant or assign its assets or collateral as security for, the obligations of the Borrower under this Loan Agreement.

The provisions of this Section shall survive the termination of this Loan Agreement

Section 9.04 No Pecuniary Liability of Issuer. No agreements or provisions contained in this Loan Agreement or any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project or any property of the Borrower financed, directly or indirectly, out of proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer (including tax and rebate liability) or its past, present or future officers, directors, employees, commissioners, agents or members of its governing body and their successors and assigns or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Trust Estate. No failure of the Issuer to comply with any terms, covenants or agreements in this Loan Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer or its past, present or future officers, directors, employees, commissioners, agents and members of its governing body and their successors and assigns to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Trust Estate. Without limiting the requirement to perform its duties or exercise its rights and powers under this Loan Agreement upon receipt of appropriate indemnity or payment, none of the provisions of this Loan Agreement or the Indenture will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Loan Agreement. Nothing in this Loan Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in this Loan Agreement or in the Indenture; provided that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under this Loan Agreement or made available under the Indenture by the Borrower and pledged to the payment of the Bonds.

No covenant, agreement or obligation contained herein or in any other financing instrument executed in connection with the Project or the making of the Loan shall be deemed to be a covenant, agreement or obligation of any past, present or future director, officer, employee, commissioner, or agent of the Issuer in his or her individual capacity so long as he or she does not act in bad faith, and no such director, officer, employee, commissioner or agent of the Issuer in his or her individual capacity shall be subject to any liability under any agreement to which the Issuer is a party or with respect to any other action taken by him or her so long as he or she does not act in bad faith.

Section 9.05 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Trustee, the Holders and their respective successors and assigns.

Section 9.06 Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.07 Amounts Remaining in Funds. Subject to the provisions of Section 4.07 of the Indenture, any amounts in the Bond Fund remaining unclaimed by the Holders of Bonds for two years after the due date thereof (whether at stated maturity or otherwise), shall be deemed to belong to and shall be paid, at the written request of the Borrower, to the Borrower by the Trustee as overpayment of Loan Payments. With respect to that principal of and interest on the Bonds to be paid from money paid to the Borrower pursuant to the preceding sentence, the Holders of the Bonds entitled to such money shall look solely to the Borrower for the payment of such money. Further, any amounts remaining in the Special Funds after all of the Outstanding Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and all other amounts required to be paid under this Loan Agreement, the Note and the Indenture have been paid, shall, subject to Section 4.14 of the Indenture and at the written request of the Borrower, be paid to the Borrower to the extent that such money are in excess of the amounts necessary to effect the payment and discharge of the Outstanding Bonds.

Section 9.08 Amendments, Changes and Modifications. Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, in accordance with the provisions of the Indenture.

Section 9.09 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.10 Applicable Law; Jury Trial. This Loan Agreement and the Promissory Note, and the rights and obligations of the parties hereunder and thereunder, shall be construed in accordance with, and shall be governed by, the laws of the State of Illinois, without regard to its conflict of laws principles.

THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR THE PROMISSORY NOTE, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED; IN CONNECTION HERewith OR THEREWITH, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED

TO THIS LOAN AGREEMENT OR THE PROMISSORY NOTE, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE ISSUER'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS LOAN AGREEMENT, THE PROMISSORY NOTE AND THE OTHER BORROWER DOCUMENTS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT, THE PROMISSORY NOTE AND THE OTHER BORROWER DOCUMENTS, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, AND THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT IN ACCORDANCE WITH THIS SECTION.

Section 9.11 Captions. The captions and headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

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IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective official names and their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF CHICAGO, as Issuer

By: _____

Name:

Title: Chief Financial Officer

Seal

ATTEST:

By: _____

Name: Anna M. Valencia

Title: City Clerk

[SIGNATURE PAGE TO LOAN AGREEMENT – SIGNATURES
CONTINUED ON NEXT PAGE]

**MHL 2 PRAIRIE DISTRICT APARTMENTS –
WABASH LP,**
an Illinois limited partnership

By: MHL 2 Prairie District Apartments-Wabash
GP LLC,
an Illinois limited liability company,

By: _____
Name: _____
Title: _____

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Name: April Lepic
Title: Vice President, Zions Bank Division

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

(Sub)Exhibit "A".
(To Loan Agreement)

Form Of Note.

This Note has not been registered under the Securities Act of 1933. Its transferability is restricted by the Bond Indenture and the Loan Agreement referred to herein.

\$ _____, 2026

MHL 2 PRAIRIE DISTRICT APARTMENTS – WABASH LP, an Illinois limited partnership (the "**Borrower**"), for value received, promises to pay in installments to Zions Bancorporation, National Association, as trustee (the "**Trustee**") under the Indenture hereinafter referred to, the principal amount of

_____ MILLION _____ THOUSAND AND 00/100 DOLLARS

and to pay interest on the unpaid balance of such principal sum from and after the date hereof at the rate of _____% per annum through and including _____ 1, 202_, and thereafter at the applicable Remarketing Rate (as defined in the Indenture described below), until the payment of such principal sum has been made or provided for. The principal amount stated above shall be paid on or before _____ 1, 202_ (the "**Final Mandatory Tender Date**"). Interest shall be calculated on the basis of a 360-day year of 12 equal months. Interest on this Note shall be paid at least one Business Day prior to (a) each _____ 1 and _____ 1, commencing _____ 1, 202_, (b) each Redemption Date, (c) each Mandatory Tender Date, (d) the Maturity Date and (e) the date of acceleration of the Bonds (the "**Interest Payment Dates**"). Terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as defined below.

This Note has been executed and delivered by the Borrower to the Trustee pursuant to a certain Loan Agreement dated as of _____, 2026 (the "**Loan Agreement**"), between the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "**Issuer**") and the Borrower.

Under the Loan Agreement, the Issuer has loaned the Borrower the principal proceeds received from the sale of its \$ _____ Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2026 (the "**Bonds**"), to assist in the financing of the Project, and the Borrower has agreed to repay such loan by making payments ("**Loan Payments**") at the times and in the amounts set forth in this Note for application to the payment of principal of and interest on the Bonds as and when due. The Bonds have been issued, concurrently with the execution and delivery of this Note, pursuant to, and are secured by, the Indenture dated as of _____, 2026 (the "**Indenture**"), between the Issuer and the Trustee.

To provide funds to pay the principal of and interest on the Bonds as and when due as specified herein, the Borrower hereby agrees to and shall make Loan Payments in amounts on each Interest Payment Date equal to the Bond Service Charges on the Bonds payable on such Interest Payment Date. In addition, to provide funds to pay the Bond Service Charges on the Bonds as and when due at any other time, the Borrower hereby agrees to and shall make Loan Payments at least one Business Day prior to the date on which any Bond Service Charges on the Bonds shall be due and payable, whether at maturity, upon acceleration or otherwise, in an amount equal to those Bond Service Charges.

If payment or provision for payment in accordance with the Indenture is made in respect of the Bond Service Charges on the Bonds from money other than Loan Payments, this Note shall be deemed paid to the extent such payments or provision for payment of Bonds has been made. Consistent with the provisions of the immediately preceding sentence, the Borrower shall have credited against its obligation to make Loan Payments any amounts transferred from the Project Fund or the Collateral Fund to the Bond Fund. Subject to the foregoing, all Loan Payments shall be in the full amount required hereunder.

All Loan Payments shall be made to the Trustee at its Designated Office for the account of the Issuer and deposited in the Bond Fund created by the Indenture. Except as otherwise provided in the Indenture, the Loan Payments shall be used by the Trustee to pay the Bond Service Charges on the Bonds as and when due.

The obligation of the Borrower to make the payments required hereunder shall be absolute and unconditional and the Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Trustee or any other Person.

This Note is subject to prepayment, in whole or in part, upon the terms and conditions relating to the redemption of the Bonds set forth in Article 3 of the Indenture. Any prepayment is subject to satisfaction of any applicable notice, deposit or other requirements set forth in the Agreement or the Indenture.

Whenever an event of default under Section 6.01 of the Indenture shall have occurred and, as a result thereof, the principal of and any premium on all Bonds then Outstanding, and interest accrued thereon, shall have been declared to be immediately due and payable pursuant to Section 6.02 of the Indenture, the unpaid principal amount of and any premium and accrued interest on this Note shall also be due and payable in Federal Reserve funds on the date on which the principal of and premium and interest on the Bonds shall have been declared due and payable; provided that the annulment of a declaration of acceleration with respect to the Bonds shall also constitute an annulment of any corresponding declaration with respect to this Note.

The payment obligations of this Note are non-recourse to the Borrower to the extent set forth in Section 9.03 of the Loan Agreement.

Enforcement of the covenants in this Note will not result in, and neither the Issuer nor the Trustee has or shall be entitled to assert, any claim against the Project, the Mortgage Loan proceeds, or the rents or deposits or other income of the Project.

Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Note will not serve as a basis for default on the Mortgage Loan, the underlying mortgage, or any of the other Mortgage Loan Documents.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed in its name as of the date first above written.

**MHL 2 PRAIRIE DISTRICT APARTMENTS –
WABASH LP,**
an Illinois limited partnership

By: MHL 2 Prairie District Apartments-Wabash
GP LLC,
an Illinois limited liability company,

By: _____
Name: _____
Title: _____

ENDORSEMENT

Pay to the order of Zions Bancorporation, National Association, without recourse, as Trustee under the Indenture referred to in the within mentioned Note, as security for the Bonds issued under the Indenture. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Note.

This ____ day of _____, 2026.

CITY OF CHICAGO, as Issuer

By: _____
Name: _____
Title: Chief Financial Officer

(Sub)Exhibit "B".
(To Loan Agreement)

Form Of Requisition.
(Project Fund)

[Trustee]

\$ _____ Multi-Family Housing Revenue Bonds
(Prairie District Apartments Project)
Series 2026

Ladies and Gentlemen:

Pursuant to Section 3.06 of the Loan Agreement dated as of _____, 2026 (the "**Loan Agreement**") among the **CITY OF CHICAGO** (the "**Issuer**"), **MHL 2 PRAIRIE DISTRICT APARTMENTS – WABASH LP**, an Illinois limited partnership (the "**Borrower**"), and Zions Bancorporation, National Association, as Trustee (the "**Trustee**"), the undersigned Authorized Borrower Representative hereby requests and authorizes the Trustee, as depositary of the Project Fund created by the Indenture dated as of _____, 2026 (the "**Indenture**"), between the Issuer and the Trustee, to pay to the Borrower, to _____, as Lender, or to the person(s) listed on the Schedule I hereto out of the money deposited in the Project Fund to pay the costs of the items listed in Schedule I.

1. REQUISITION NO.: _____
2. PAYMENT DUE TO: [SEE ATTACHED SCHEDULE I]
3. AMOUNT TO BE DISBURSED: \$ _____ [SEE ATTACHED SCHEDULE I]
4. The amount requested to be disbursed pursuant to this Requisition will be used to pay costs of the Project (as such term is defined in the Indenture) detailed in Schedule I attached to this Requisition.
5. With respect to a disbursement from the Project Fund, the undersigned certifies that:
 - (a) the amounts included in 3 above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (b) the amount paid or to be paid, as set forth in this Requisition, represents a part of the funds due and payable for costs of the Project, such funds were not paid in advance of the time, if any, fixed for payment and such funds are due in accordance with the terms of any contracts applicable to the Project and in accordance with usual and customary practice under existing conditions;
 - (c) the expenditures for which amounts are requisitioned represent proper charges against the Project Fund, have not been included in any previous requisition, have been properly recorded on the Borrower's books and are set forth in Schedule I, with paid invoices attached for any sums for which reimbursement is requested;

(d) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Borrower for its funds actually advanced for costs of the Project and do not represent a reimbursement to the Borrower for working capital;

(e) the amount remaining in the Project Fund, together with expected investment income on the Project Fund will, after payment of the amount requested by this Requisition, be sufficient to pay the Costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, currently in effect;

(f) all of the funds being requisitioned are being used in compliance with all tax covenants set forth in the Indenture, the Loan Agreement and the Land Use Restriction Agreement;

(g) the full amount of each disbursement will be applied to pay or to reimburse the Borrower for the payment of Costs and that, after taking into account the proposed disbursement,

(A) at least 95% of the proceeds of the Bonds pursuant to all written requisitions will be used for Qualified Project Costs to provide a qualified residential rental project (as defined in Section 142(d) of the Code); and

(B) less than 25% of the Net Proceeds of the Bonds will be disbursed to pay or to reimburse the Borrower for the cost of acquiring land;

(h) the Borrower is not in default under the Loan Agreement or the Land Use Restriction Agreement and nothing has occurred to the knowledge of the Borrower that would prevent the performance of its obligations under the Loan Agreement or the Land Use Restriction Agreement; and

(i) **[no amounts being requisitioned by this Requisition will be used to pay, or reimburse, any Costs of Issuance incurred in connection with the issuance of the Bonds.]**

6. The Borrower has on file, copies of invoices or bills of sale covering all items for which payment is being requested.

Requisition submitted this _____ day of _____, 202__.

**MHL 2 PRAIRIE DISTRICT APARTMENTS –
WABASH LP,**

an Illinois limited partnership

MHL 2 Prairie District Apartments-Wabash GP
LLC,

an Illinois limited liability company

By: _____

Name:

Title:

[Schedule 1 referred to in this Form of Requisition (Project Fund)
unavailable at time of printing.]

(Sub)Exhibit "C".
(To Loan Agreement)

\$ _____ Multi-Family Housing Revenue Bonds
(Prairie District Apartments Project)
Series 2026

COMPLETION CERTIFICATE

Pursuant to Section 3.09 of the Loan Agreement dated as of _____, 2026 (the "**Loan Agreement**") among the **CITY OF CHICAGO** (the "**Issuer**"), **MHL 2 PRAIRIE DISTRICT APARTMENTS – WABASH LP**, an Illinois limited partnership (the "**Borrower**"), and Zions Bancorporation, National Association, as Trustee (the "**Trustee**") and relating to the above-captioned Bonds, the undersigned Authorized Borrower Representative hereby certifies that (with capitalized words and terms used and not defined in this Certificate having the meanings assigned or referenced in the Loan Agreement):

(a) The Project was substantially completed and available and suitable for use as multifamily housing on _____.

(b) The acquisition, construction, equipping and improvement of the Project and those other facilities have been accomplished in such a manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other similar governmental regulations.

(c) The costs of the Project financed with the Loan were \$_____.

(d) Except [as provided in subsection (e) of this Certificate][for amounts retained by the Lender in the _____ for the payment of costs of the Project not yet due or for liabilities which the Borrower is contesting or which otherwise should be retained], all costs of that acquisition and installation due on or after the date of this Certificate and now payable have been paid.

[(e) The Trustee shall retain \$_____ in the Project Fund for the payment of costs of the Project not yet due or for liabilities which the Borrower is contesting or which otherwise should be retained, for the following reasons:]

(e) At least 95% of the proceeds of the Bonds were expended for Qualified Project Costs as defined in the Indenture.

(f) This Certificate is given without prejudice to any rights against third parties that now exist or subsequently may come into being.

3/18/2026

REPORTS OF COMMITTEES

41309

IN WITNESS WHEREOF, the Authorized Borrower Representative has set his or her hand
as of the ____ day of _____, 202__.

**MHL 2 PRAIRIE DISTRICT APARTMENTS –
WABASH LP,**
an Illinois limited partnership

By: MHL 2 Prairie District Apartments-Wabash
GP LLC,
an Illinois limited liability company,

By: _____
Name: _____
Title: _____

Exhibit "D".
(To Ordinance)

Land Use Restriction Agreement.

THIS LAND USE RESTRICTION AGREEMENT (this "**Agreement**"), entered into as of _____, 2026, between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "**Issuer**"), and **MHL 2 PRAIRIE DISTRICT APARTMENTS – WABASH LP**, an Illinois limited partnership (the "**Owner**"),

WITNESSETH:

WHEREAS, the Issuer has issued, sold and delivered its \$_____ Multi-Family Housing Revenue Bonds (Prairie District Apartments Project), Series 2026 (the "**Bonds**"); and

WHEREAS, the Bonds are issued pursuant to the Indenture of even date herewith (the "**Indenture**"), between the Issuer and Zions Bancorporation, National Association, as trustee (the "**Trustee**"); and

WHEREAS, the proceeds derived from the issuance and sale of the Bonds are being lent by the Issuer to the Owner pursuant to the Loan Agreement of even date herewith (the "**Loan Agreement**"), between the Issuer and the Owner for the purpose of financing a portion of the costs of the acquisition, rehabilitation and equipping of a six-story building located generally at 1801 S. Wabash Avenue in Chicago, Illinois on land more particularly described on **Exhibit A** hereto (the "**Property**"), to contain 100 studios (the "**Units**") affordable for rental to households earning at or below 80 percent of the area median income with at least 40 percent or more of the Units occupied by households earning 60 percent or less of the area median income, as well as a ground floor devoted to residential amenities and community space (collectively, the "**Project**"); and

WHEREAS, in order to assure the Issuer and the purchasers of the Bonds (the "**Holders**") that interest on the Bonds will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986 (the "**Code**"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Project under the Code must be established;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Owner and the Issuer agree as follows:

Section 1. Term of Restrictions

(a) **Occupancy Restrictions.** The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least 10% of the Units are first occupied following completion of the Project and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the Units in the Project are first occupied; (ii) the first date on which no tax-exempt note or bond (including any refunding note or bond) issued with respect to the Project is outstanding; or (iii) the date on which any housing assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred with respect to the Project as the "**Qualified Project Period**").

(b) **Rental Restrictions.** The Rental Restrictions with respect to the Project set forth in Section 4 hereof shall remain in effect during the Qualified Project Period.

(c) **Involuntary Loss or Substantial Destruction.** The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal City (with respect to the Project) after the date of delivery of the Bonds, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions (with respect to the Project), or condemnation or similar event (with respect to the Project), but only if, within a reasonable time, (i) all of the Bonds are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (selected by the Issuer) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions applicable to the Project as a result of such involuntary loss or substantial destruction resulting from an unforeseen event with respect to the Project will not adversely affect the exclusion of the interest on the Bonds from the gross income of the Holders for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period with respect to the Project subsequent to such event the Owner or any Affiliated Party (as hereinafter defined) obtains an ownership interest in the Project for federal income tax purposes. “**Affiliated Party**” means a person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code; or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50%” shall be substituted for “at least 80%” each place it appears therein).

(d) **Termination.** This Agreement shall terminate with respect to the Project upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions with respect to the Project, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer and the Owner of an opinion of nationally recognized bond counsel (selected by the Issuer) to the effect that continued compliance of the Project with the Rental Restrictions and the Occupancy Restrictions applicable to the Project is not required in order for interest on the Bonds to remain excludible from gross income for federal income tax purposes.

(e) **Certification.** Upon termination of this Agreement, the Owner and the Issuer shall execute and cause to be recorded (at the Owner’s expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated.

Section 2. Project Restrictions. The Owner represents, warrants and covenants that:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the “**Regulations**”) applicable to this Agreement (including, without limitation,

Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) The Project is being acquired and constructed for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder applicable to the Project, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) Substantially all (not less than 95%) of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures, of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)-(B) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). If any such building or structure contains fewer than five (5) units, no unit in such building or structure shall be Owner-occupied.

(d) None of the Units in the Project will at any time be used on a transient basis, nor will the Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis; nor shall any portion of the Project be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services; *provided, however* that nothing herein shall be understood to prohibit single-room-occupancy units occupied under month-to-month leases.

(e) All of the Units in the Project will be leased or rented, or available for lease or rental, on a continuous basis to members of the general public (other than (i) Units for resident managers or maintenance personnel, (ii) Units for Qualifying Tenants as provided for in Section 3 hereof, and (iii) Units which may be rented under the Section 8 assistance program, which units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a Unit in the Project shall be required to execute a written lease with a stated term of not less than 30 days nor more than one year.

(f) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, etc.) which are included as part of the Project will be of a character and size commensurate with the character and size of the Project, and will be made available to all tenants in the Project on an equal basis; fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (i.e., within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3

hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(g) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of the Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. Occupancy Restrictions. The Owner represents, warrants and covenants with respect to the Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to the Project at least 40% of the completed Units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "**Qualifying Tenants**" means individuals or families whose aggregate adjusted incomes do not exceed 60% of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as **Exhibit B** (the "**Income Certification**") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver the Income Certification; *provided, however*, that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit, provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination, and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) The lease to be utilized by the Owner in renting any Unit in the Project to a prospective Qualifying Tenant shall provide for termination of the lease and consent by such person to eviction following 30 days' written notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualified Tenant.

(g) All Income Certifications will be maintained on file at the Project as long as the Bonds are outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a Unit in the Project during the period the restrictions hereunder are applicable, and the Owner will, promptly upon receipt, file a copy thereof with the Issuer.

(h) On the first day of the Qualified Project Period with respect to the Project, on the fifteenth days of January, April, July and October of each year during the Qualified Project Period with respect to the Project, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a Unit in the Project, the Owner will submit to the Issuer a "Certificate of Continuing Program Compliance," in the form attached hereto as **Exhibit C** executed by the Owner with respect to the Project.

(i) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) with respect to the Project an annual certification on Form 8703 as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code.

Section 4. Rental Restrictions. The Owner represents, warrants and covenants with respect to the Project that once available for occupancy, each Unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) Units for resident managers or maintenance personnel, (b) Units for Qualifying Tenants as provided for in Section 3 hereof, and (c) Units which may be rented under the Section 8 assistance program, which Units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements). If a Housing Assistance Payments Contract is subsequently entered into with respect to the Project under the Section 8 assistance program, in

administering the restrictions hereunder with respect to the Project the Owner will comply with all Section 8 requirements.

Section 5. Transfer Restrictions. The Owner covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to any portion of the Project (a "Transfer") shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project, unless the transferee pursuant to the Transfer assumes in writing (the "Assumption Agreement"), in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Owner with respect to such portion of the Project, including those contained in this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project. The Owner shall deliver the Assumption Agreement to the Issuer at least 30 days prior to a proposed Transfer. This Section 5 shall not apply to any involuntary transfer pursuant to Section 1(c) hereof. This Section shall not be deemed to restrict the transfer of any partnership interest in the Owner or a transfer by foreclosure or deed in lieu of foreclosure.

Section 6. Enforcement

(a) Upon reasonable notice and during regular business hours, the Owner shall permit all duly authorized representatives of the Issuer to inspect any books and records of the Owner regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer, which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer and the Owner each covenant that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Bonds from the gross income of the Holders thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, each covenants to take any lawful action within its control (including amendment of this Agreement as may be necessary in the opinion of nationally recognized bond counsel selected by the Issuer) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Owner covenants and agrees to inform the Issuer by written notice of any violation of its obligations hereunder within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer within the period of time specified by the Issuer, which shall be (i) the lesser of (A) 60 days after the effective date of any notice to or from the Owner, or (B) 75 days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (ii) such longer period as may

be necessary to cure such violation, provided bond counsel (selected by the Issuer) of nationally recognized standing in matters pertaining to the exclusion of interest on municipal bonds from gross income for purposes of federal income taxation issues an opinion that such extension will not result in the loss of such exclusion of interest on the Bonds, without further notice, the Issuer shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer shall apply to any, court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner and the Issuer each acknowledges that the primary purposes for requiring compliance with the restrictions provided in this Agreement are to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Bonds, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.

(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the Issuer from exercising any remedies it might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder.

(h) Notwithstanding anything to the contrary contained herein, the Issuer hereby agrees that any cure of any default made or tendered by one or more of the Owner's partner shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

Section 7. Covenants to Run with the Land. The Owner hereby subjects the Project, the Site and the Units to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Project, the Units, and the Site, throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project, the Units or the Site, or any portion thereof or interest therein (excluding any transferee of a membership interest in the Owner), shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. Recording. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook

County, Illinois, and in such other places as the Issuer may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

Section 9. Agents of the Issuer. The Issuer shall have the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon written request, certify in writing to the other party hereto any such City appointment.

Section 10. No Conflict with Other Documents. The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. Interpretation. Any capitalized terms not defined in this Agreement shall have the same meaning as terms defined in the Bond Indenture and the Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

Section 12. Amendment. Subject to any restrictions set forth in the Bond Indenture, this Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof.

Section 13. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be given as provided for in the applicable sections of the Indenture.

Section 15. Governing Law. The laws of the State of Illinois shall govern the construction of this Agreement, without reference to its conflicts of laws principles.

Section 16. Limited Liability of Owner. Notwithstanding any other provision or obligation stated in or implied by this Agreement to the contrary, any and all undertakings and agreements of the Owner contained herein shall not (other than as expressly provided hereinafter in this paragraph) be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner of the Owner, and no recourse (other than as expressly provided hereinafter in this paragraph) shall be had against the property of the Owner or any past, present or future partner of the Owner, personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or any document executed or delivered by or on behalf of the Owner pursuant hereto or in connection herewith, or for any claim based thereon. It is expressly

understood and agreed that the Issuer and the registered owner of the Bonds, and its respective successors and assigns, shall have the right to sue for specific performance of this Agreement and to otherwise seek equitable relief for the enforcement of the obligations and undertakings of the Owner hereunder, including, without limitation, obtaining an injunction against any violation of this Agreement or the appointment of a receiver to take over and operate all or any portion of the Project in accordance with the terms of this Agreement. This Section shall survive termination of this Agreement.

[Remainder of Page Intentionally Left Blank]

3/18/2026

REPORTS OF COMMITTEES

41319

IN WITNESS WHEREOF, the parties hereto have caused this Land Use Restriction Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

CITY OF CHICAGO, as Issuer

By: _____

Name:

Title: Chief Financial Officer

Seal

ATTEST:

By: _____

Name: Anna M. Valencia

Title: City Clerk

This Land Use Restriction Agreement

Acknowledged and agreed to:

**MHL 2 PRAIRIE DISTRICT APARTMENTS –
WABASH LP,**
an Illinois limited partnership

By: MHL 2 Prairie District Apartments –
Wabash LLC,
an Illinois limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)

) ss:

COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared Steven Mahr and Anna M. Valencia, the [Acting/Interim] Chief Financial Officer and the City Clerk, respectively, of the City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Issuer.

GIVEN UNDER MY HAND and seal of office, this the _____ day of _____, 2026.

[SEAL]

Notary Public in and for the State of Illinois

My commission expires on:

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that _____, personally known to me to be the President of MHL 2 Prairie District Apartments – Wabash LP, an Illinois limited liability company (the “General Partner”), 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 severally acknowledged that as such officer, he signed and delivered the said instrument, as the free and voluntary act of such person, and as the free and voluntary act and deed of the General Partner, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

(SEAL)

My commission expires on:

**[(Sub)Exhibit "A" referred to in this Land Use Restriction Agreement
constitutes Exhibit "E" to ordinance and printed
on page 41334 of this *Journal*.]**

(Sub)Exhibits "B" and "C" referred to in this Land Use Restriction Agreement read as follows:

(Sub)Exhibit "B".
(To Land Use Restriction Agreement)

INCOME COMPUTATION AND CERTIFICATION*

NOTE TO APARTMENT OWNER: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of _____, 2026, among the City of Chicago and MHL 2 Prairie District Apartments – Wabash LP, an Illinois limited partnership (the "Owner").

Re: Prairie District Apartments Project
Chicago, IL

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

Name of Members of the Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
	HEAD			
_____	_____	_____	_____	_____
_____	SPOUSE	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. **Total Anticipated Income.** The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., _____) is \$ _____. Included in the total anticipated income listed above are:

- (a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on _____

* The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor.

straight-line depreciation, as provided in Internal Revenue Service regulation; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

- (c) interest and dividends (see 7(C) below);
- (d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;
- (e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;
- (f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance City in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
 - (ii) the maximum amount that the welfare assistance City could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f) shall be the amount resulting from one application of the percentage);
- (g) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling; and
- (h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

- (a) income from employment of children (including foster children) under the age of 18 years;
- (b) payment received for the care of foster children or foster adults;
- (c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

- (d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (e) income of a live-in aide;
- (f) the full amount of student financial assistance paid directly to the student or to the educational institution;
- (g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");
- (i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (k) a resident service stipend in a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the same period of time);
- (l) compensation from state or local employment training programs in training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;
- (m) reparations payment paid by a foreign government pursuant to claims filed under the laws of that government for persons who were persecuted during the Nazi era;
- (n) earnings in excess of \$480 for each full-time student, 18 years or older, but excluding the head of household and spouse;
- (o) adoption assistance payments in excess of \$480 per adopted child;
- (p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

- (q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- (r) amounts paid by a state City to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- (s) temporary, nonrecurring or sporadic income (including gifts); and
- (t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

7. **Assets.**

- (a) Do the persons whose income or contributions are included in Item 6 above:
 - (i) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in a housing cooperative unit or in a manufactured home in which such family resides, and interests in Indian trust land)? _____ Yes _____ No.
 - (ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? _____ Yes _____ No.
- (b) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by -all such persons total more than \$5,000? _____ Yes _____ No.
- (c) If the answer to (b) above is yes, state:
 - (i) the total value of all such assets: \$ _____
 - (ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: \$ _____; and
 - (iii) the amount of such income, if any, that was included in Item 6 above: \$ _____.

8. **Full-time Students.**

- (a) Are all of the individuals who propose to reside in the unit full-time students? _____ Yes _____ No.

A full-time student is an individual enrolled as a full-time student (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended) during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

- (b) If the answer to 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return?
_____ Yes _____ No.

9. **Relationship to Project Owner.** Neither I nor any other occupant of the unit I/we propose to rent is the Owner, has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. **Reliance.** This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on obligations issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such obligations, the holders of such obligations, any fiduciary acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. **Further Assistance.** I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

12. **Misrepresentation.** I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____ in _____, Illinois.

Applicant

Applicant

Applicant

Applicant

[Signature of all persons over the age of 18 years listed in 2 above required.]

SUBSCRIBED AND SWORN to before me this _____ day of _____

(NOTARY SEAL)

Notary Public in and for the State of _____

My Commission Expires: _____

FOR COMPLETION BY APARTMENT OWNER ONLY:

1. Calculation of eligible income:

- a. Enter amount entered for entire household in 6 above: \$ _____
- b.
 - (1) if the amount entered in 7(c)(i) above is greater than \$5,000, enter the total amount entered in 7(c)(ii), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$ _____);
 - (2) multiply the amount entered in 7(c)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(c)(ii) would be if invested in passbook savings (\$ _____), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$ _____); and
 - (3) enter at right the greater of the amount calculated under (1) or (2) above: \$ _____.
- c. TOTAL ELIGIBLE INCOME (Line 1.a plus line 1.b(3)): \$ _____

2. The amount entered in 1.c is:

_____ Less than 60% of Median Gross Income for Area.**
_____ More than 60% of Median Gross Income for the Area.***

3. Number of apartment unit assigned: _____
Bedroom Size: _____ Rent: \$ _____
4. The last tenants of this apartment unit for a period of 31 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 60% of Median Gross Income for the Area.
5. Method used to verify applicant(s) income:
- _____ Employer income verification.
_____ Copies of tax returns.
_____ Other (_____)

Owner or Manager

** "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(0(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary prior to termination. "Median Gross Income for the Area" shall be adjusted for family size.

*** See footnote 2.

INCOME VERIFICATION**(for employed persons)**

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages

Overtime

Bonuses

Commissions

Total current income

I hereby certify that the statements above are true and complete to the best of my knowledge.

Signature

Date

Title

I hereby grant you permission to disclose my income to MHL 2 Prairie District Apartments - Wabash LP, an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in one of its projects which has been financed by the City of Chicago.

Signature

Date

Please send to:

INCOME VERIFICATION**(for self-employed persons)**

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature_____
Date

(Sub)Exhibit "C".
(To Land Use Restriction Agreement)

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The undersigned, on behalf of MHL 2 Prairie District Apartments – Wabash LP, an Illinois limited partnership (the “Owner”), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land Use Restriction Agreement, dated as of _____, 2026 (the “Land Use Restriction Agreement”), between the City of Chicago and the Owner. All capitalized terms used herein shall have the meanings given in the Land Use Restriction Agreement.

2. Based on Certificates of Tenant Eligibility on file with the Owner, as of the date of this Certificate the following number of completed Units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land Use Restriction Agreement), or (ii) were previously occupied by Lower-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants****. _____ No. of Units

Previously occupied by Qualifying Tenants
(vacant and not reoccupied except for a
temporary period of no more than 31 days): _____ No of Units

3. The total number of completed Units in the Project is _____.

4. The total number in 2 is at least 40% of the total number in 3 above.

**** A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return.

5. No Event of Default (as defined in the Land Use Restriction Agreement) has occurred and is subsisting under the Land Use Restriction Agreement, except as set forth in Schedule A attached hereto.

**MHL 2 PRAIRIE DISTRICT APARTMENTS –
WABASH LP,**
an Illinois limited partnership

By: MHL 2 Prairie District Apartments –
Wabash LLC,
an Illinois limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

Exhibit "E".
(To Ordinance)

Project Site.

Legal Description:

Parcel 1:

Lots 11, 12 and the north 25 feet of Lot 13 in Block 7 in Assessor's Division of the southwest fractional $\frac{1}{4}$ of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The south 3 feet of Lot 13 and all of Lot 14 in Block 7 in Assessor's Division of the southwest fractional $\frac{1}{4}$ of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1801 South Wabash Avenue
Chicago, Illinois 60616.

PINs:

17-22-306-001-0000; and

17-22-306-002-0000.

EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT CARTER G. WOODSON SOUTH ELEMENTARY SCHOOL LOCATED AT 4414 S. EVANS AVE.

[O2026-0023328]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education for the provision of Tax Increment Financing (TIF) funds from the 43rd Street/ Cottage Grove Avenue TIF District for improvements at Carter G. Woodson South Elementary School located at 4414 South Evans Avenue (3rd Ward) (O2026-0023328) amount not to exceed \$900,000 TIF, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one (1) dissenting vote made by Alderperson Raymond Lopez (15th Ward) on March 13, 2026.

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, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- Alderperson Lopez -- 1.

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

The following is said ordinance as passed:

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

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal* for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal of the Proceedings for the City Council* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); now, therefore,

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

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

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

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

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

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

Exhibit "A".

1. School:

Carter G. Woodson South Elementary School.

2. Property:

a. Common Address:

4414 South Evans Avenue, Chicago, Illinois 60653.

b. Permanent Index Numbers ("PINs"):

School:

20-03-412-001-0000;	20-03-412-016-0000;	20-03-412-033-0000;
20-03-412-003-0000;	20-03-412-017-0000;	20-03-412-034-0000;
20-03-412-004-0000;	20-03-412-018-0000;	20-03-412-035-0000;
20-03-412-005-0000;	20-03-412-019-0000;	20-03-412-036-0000;
20-03-412-006-0000;	20-03-412-020-0000;	20-03-412-037-0000;
20-03-412-007-0000;	20-03-412-021-0000;	20-03-412-038-0000;
20-03-412-008-0000;	20-03-412-026-0000;	20-03-412-039-0000;
20-03-412-009-0000;	20-03-412-027-0000;	20-03-412-040-0000;

20-03-412-010-0000; 20-03-412-028-0000; 20-03-412-041-0000;
 20-03-412-011-0000; 20-03-412-029-0000; 20-03-412-042-0000;
 20-03-412-013-0000; 20-03-412-030-0000; 20-03-412-043-0000;
 20-03-412-014-0000; 20-03-412-031-0000; 20-03-412-044-0000; and
 20-03-412-015-0000; 20-03-412-032-0000; 20-03-412-045-0000.

School and Playground:

20-03-411-005-0000; and
 20-03-411-004-0000.

3. Project:

Replacement of the playground and associated exterior upgrades.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$900,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Hard Costs	\$715,500	\$715,500
Soft Costs	184,500	184,500
Total:	\$900,000	\$900,000

Sources:

Sources	Amount
43 rd Street/Cottage Grove Avenue TIF	\$900,000
Total:	\$900,000

6. TIF-Funded Improvements:

Replacement of the playground and associated exterior upgrades.

7. Redevelopment Area:

43rd Street/Cottage Grove Avenue Redevelopment Project Area.

8. TIF Ordinances (Including Any Amendments):

Under ordinances adopted on July 8, 1998, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by ordinances adopted on September 29, 2004, October 26, 2022 and February 1, 2023.

EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT HERMOSA PARK LOCATED AT 2240 N. KILBOURN AVE.

[O2026-0023327]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Park District for allocation of tax increment financing (TIF) funds from the Northwest Industrial TIF District for improvements at Hermosa Park located at 2240 North Kilbourn Avenue (26th Ward) (O2026-0023327) amount not to exceed \$4,250,000 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 one (1) dissenting vote made by Alderperson Raymond Lopez (15th Ward) on March 13, 2026.

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, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- Alderperson Lopez -- 1.

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

The following is said ordinance as passed:

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

WHEREAS, The Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), incremental ad valorem taxes, which pursuant to the Act, have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all

or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of a redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Park District is a taxing district under the Act; and

WHEREAS, The Park District is engaged in an ongoing program of construction and renovation projects at its parks and other Park District facilities ("Park Projects"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 24, 2021, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 27586 through 27604, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Donovan Park (the "Form Agreement"); and

WHEREAS, The Park District owns a park identified in Exhibit A (the "Park") located on the property identified in Exhibit A (the "Property"); and

WHEREAS, The Park District desires to undertake certain improvements to the Park as identified in Exhibit A (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Redevelopment Area (as hereinafter defined); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal* for such date(s), identified on Exhibit A; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Park District for the TIF-Funded Improvements related to the Project (the "Agreement"); now, therefore,

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

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

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

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

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

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

Exhibit "A".

1. Park:

Hermosa Park.

2. Property:

2240 North Kilbourn Avenue, Chicago, Illinois 60639.

3. Project:

The Hermosa fieldhouse project will include the removal and replacement of the building slab on grade and non-load bearing interior partitions and finished in all building areas other than the gym. Interior finishes and replacement of electrical and plumbing systems will be included. Site regrading and adjacent paving will be included.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$4,250,000.

5. Project Budget:

Sources	Amount
Northwest Industrial TIF	\$4,250,000
Total:	\$4,250,000

Uses	Amount
Design A/E and demolition	\$ 750,000
Facility foundation and substructure reconstruction	800,000
Interior and utility reconstruction	2,000,000
Sitework	200,000
Contingency	500,000
Total:	\$4,250,000

6. TIF-Funded Improvements:

Major renovation and waterproofing of existing fieldhouse.

7. Redevelopment Area:

Northwest Industrial TIF.

8. Date Of Adoption And *Journal* Page Numbers Of TIF Ordinances (Including Any Amendments):

Under ordinances adopted on December 2, 1998 (the "TIF Ordinances"), and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") (the "City Council") for such date at pages 86178 through 86396 and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council: (i) approved a redevelopment plan and project for a portion of the City known as the "Northwest Industrial Redevelopment Project Area" (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The TIF Ordinances were subsequently amended by: (i) an ordinance adopted on May 12, 2010 and published in the *Journal* for such date at pages 89655 through 89664; (ii) an ordinance adopted on November 21, 2017 and published in the *Journal* for such date at pages 61996 through 62000; (iii) an ordinance adopted on October 26, 2022 and published in the *Journal* for such date at pages 53008 through 53011; and (iv) an ordinance adopted on September 14, 2023 and published in the *Journal* for such date at pages 2386 through 2528.

EXECUTION OF THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FROM MONTROSE/CLARENDON TIF DISTRICT FOR IMPROVEMENTS AT CLARENDON PARK AT 4532 -- 4534 AND 4538 N. CLARENDON AVE.

[O2026-0023326]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute the Third Amendment to the intergovernmental agreement with the Chicago Park District for the allocation of Tax Increment Financing (TIF) assistance funds from the Montrose/Clarendon TIF District for the improvements at Clarendon Park, 4532 -- 4534 and 4538 North Clarendon Avenue (46th Ward) (O2026-0023326), in an amount not to exceed \$2,000,000 TIF, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one (1) dissenting vote made by Alderperson Raymond Lopez (15th Ward) on March 13, 2026.

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, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- Alderperson Lopez -- 1.

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

The following is said ordinance as passed:

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

WHEREAS, The Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on June 30, 2010 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for said date at pages 94602 to 94666, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Montrose/Clarendon Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof (the "Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Area shall be known as the "Montrose/Clarendon Increment"); and

WHEREAS, In an ordinance adopted on May 20, 2020 and published at pages 16810 to 16829 of the *Journal* for that date, the City Council authorized the City's Department of Planning and Development ("DPD") to use a portion of the Montrose/Clarendon Increment in an amount not to exceed \$6,900,000 for the purpose of making certain improvements at Clarendon Park, which is generally located at 4532 -- 4534 and 4538 North Clarendon Avenue, Chicago, Illinois (the "Project") in the Area, and authorized the execution of an intergovernmental agreement (as amended, supplemented or modified, the "Agreement"); and

WHEREAS, On December 10, 2020, the City and the Park District entered into the Agreement whereby the City agreed to provide a portion of the Montrose/Clarendon Increment to pay for or reimburse the Park District for a portion of the Project costs; and

WHEREAS, In an ordinance adopted on February 23, 2022 and published at pages 444271 to 44278 of the *Journal* for that date, the City Council authorized DPD to provide an additional portion of the Montrose/Clarendon Increment in an amount not to exceed \$3,460,000 to pay for or reimburse the Park District for a portion of the Project costs and the execution of the first amendment to the Agreement (the "First Amendment"); and

WHEREAS, On April 20, 2022, the City and the Park District entered into the First Amendment whereby the City agreed to provide additional Montrose/Clarendon Increment to pay for or reimburse the Park District for a portion of the Project costs; and

WHEREAS, In an ordinance adopted on March 15, 2023 and published at pages 60871 to 60878 of the *Journal* for that date, the City Council authorized DPD to provide an additional portion of the Montrose/Clarendon Increment in an amount not to exceed \$1,400,000 to pay for or reimburse the Park District for a portion of the Project costs and the execution of the second amendment to the Agreement (the "Second Amendment"); and

WHEREAS, On July 28, 2023, the City and the Park District entered into the Second Amendment whereby the City agreed to provide additional Montrose/Clarendon Increment to pay for or reimburse the Park District for a portion of the Project costs; and

WHEREAS, In order to cover increased Project costs, the Park District desires, and DPD intends to provide an additional amount not to exceed \$2,000,000 from the Montrose/Clarendon Increment; and

WHEREAS, The City and the Park District desire to enter into an amendment to the Agreement in substantially the form attached as Exhibit A (the "Third Amendment") whereby the City shall increase the amount of its assistance by \$2,000,000 for a revised total of \$13,760,000 to pay or reimburse the Park District for certain costs of 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 Commissioner of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the Third Amendment in substantially the form attached hereto as Exhibit A and made a part hereof and such other documents as may be necessary to carry out and comply with the provisions of the Third Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Third Amendment on behalf of the City.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this 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 4. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".**Third Amendment To Intergovernmental Agreement.*

This amendment (the "Third Amendment") to that certain Intergovernmental Agreement by and between the City of Chicago ("City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"), and the Chicago Park District (the "Park District"), a body politic and corporate, dated as of December 10, 2020, as amended by that certain First Amendment to Intergovernmental Agreement dated as of April 20, 2022 and that certain Second Amendment to Intergovernmental Agreement dated as of July 28, 2023 (as amended, supplemented or modified, the "Agreement"), is made and entered into as of _____, 2026, by and between the City and the Park District.

Recitals.

Whereas, Three ordinances adopted by the City Council of the City (the "City Council") on: (i) May 20, 2020, published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 16810 through 16829; (ii) February 23, 2022, published in the *Journal* for such date at pages 44271 through 44278; and (iii) March 15, 2023, published in the *Journal* for such date at pages 60871 through 60878, authorized the Commissioner of DPD to negotiate, execute, and deliver, subject to the approval of the Corporation Counsel of the City, intergovernmental agreements with the Park District for the purpose of making certain improvements at Clarendon Park (the "Project"), generally located at 4532 -- 4534 and 4538 North Clarendon Avenue, Chicago, Illinois (the "Property"), as legally described in (Sub)Exhibit A to the Agreement; 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 and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

Whereas, In accordance with the provisions of the Act, and pursuant to ordinances adopted on June 30, 2010 and published in the *Journal* for said date at pages 94602 to 94666, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Montrose/Clarendon Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof (the "Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Area shall be known as the "Montrose/Clarendon Increment"); and

Whereas, Pursuant to the Agreement and in accordance with the Act, DPD agreed to provide to the Park District a portion of the Montrose/Clarendon Increment in an amount not to exceed \$11,760,000 for the purpose of funding certain Project costs to the extent and in the manner provided in the Agreement; and

Whereas, In order to cover increased Project costs, the Park District desires, and DPD intends to provide an additional amount not to exceed \$2,000,000 from the Montrose/Clarendon Increment; and

Whereas, The City and the Park District desire to amend the Agreement to increase the amount of the Montrose/Clarendon Increment for the Project from an amount not to exceed \$11,760,000 to an amount not to exceed \$13,760,000; and

Whereas, On _____, 2026, the Park District's Board of Commissioners (the "Board") adopted a resolution authorizing the execution of this Third Amendment; and

Whereas, On _____, 2026, the City Council approved an ordinance which is published at pages _____ to _____ of the *Journal* that authorized the making of this Third Amendment; and

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Third Amendment by reference. All capitalized terms not defined herein shall have the meaning as set forth in the Agreement.

Section 2.

Amendments To Agreement.

1. Recital J of the Agreement is hereby amended by deleting the amount of \$11,760,000 and replacing it with the amount of \$13,760,000.

2. Section 2.6 of the Agreement is hereby amended by deleting the amount of \$13,000,000 and replacing it with the amount of \$16,415,000.

3. Section 2.10 of the Agreement is hereby amended by deleting it in its entirety.

Section 3.

Exhibits.

1. Exhibit B, General Requirements to the Agreement is hereby amended by deleting Exhibit B, General Requirements in its entirety and replacing it with Exhibit B as indicated below:

Exhibit B.

Project.

The Clarendon Community Center has been completely remodeled, and the Center is open to the public. The additional funds will cover the cost overrun on this project and add site improvements to the TIF funded scope. Upgrades to the existing playground and replacement of the soft surface, pathway paving, basketball court resurfacing, outdoor lighting upgrades and landscape grading and drainage improvement to the open field.

2. Exhibit C, Project Budget to the Agreement is hereby amended by deleting Exhibit C, Project Budget in its entirety and replacing it with Exhibit C as indicated below:

Sources	Amount
Montrose Clarendon TIF	\$13,760,000
Park District Funds	1,500,000
DCEO State Grant	15,000
Montrose Clarendon Partners	1,140,000
Total:	\$16,415,000

Uses	Amount
Design A/E and demolition	\$ 1,370,000
Facility Rehabilitation	14,580,000
Sitework to include playground upgrades, exterior lighting improvements and landscaping improvement to the field	465,000
Total:	\$16,415,000

The Commissioner may approve changes to this preliminary budget.

Section 4.

General Provisions.

1. If any of the provisions of the Agreement conflict with the provisions of this Third Amendment, the provisions of this Third Amendment shall prevail.

2. Except as modified by this Third Amendment, the Agreement shall remain in full force and effect.

In Witness Whereof, The parties hereto have caused this Third Amendment to be executed and delivered as of the date first above written.

City of Chicago

By: _____

Name: Ciere Boatright

Its: Commissioner of Planning and
Development

Chicago Park District

By: _____

Name: Carlos Ramirez-Rosa

Its: General Superintendent and CEO

Attest:

By: _____

Sarah Gelder
Secretary of the Board of Commissioners

EXECUTION OF FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
WITH CHICAGO PARK DISTRICT FOR ALLOCATION OF TAX INCREMENT
FINANCING ASSISTANCE FUNDS FROM KENNEDY/KIMBALL TIF DISTRICT FOR
IMPROVEMENTS AT AVONDALE PARK AT 3516 W. SCHOOL ST.

[O2026-0023325]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute the First Amendment to the intergovernmental agreement with the Chicago Park District for the allocation of Tax Increment Financing (TIF) assistance funds from the Kennedy/Kimball TIF District for the improvements at Avondale Park, 3516 West School Street (35th Ward) (O2026-0023325), in an amount not to exceed \$5,000,000 TIF, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one (1) dissenting vote made by Alderperson Raymond Lopez (15th Ward) on March 13, 2026.

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, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- Alderperson Lopez -- 1.

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

The following is said ordinance as passed:

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

WHEREAS, The Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on March 12, 2008, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project for a portion of the City known as the "Kennedy/Kimball Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of a redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Area shall be known as the "City Increment"); and

WHEREAS, In an ordinance adopted on May 20, 2020 and published at pages 16868 to 16887 of the *Journal* for said date, the City Council authorized the Department of Planning and Development of the City ("DPD") to use a portion of the City Increment in an amount not to exceed \$2,855,000 for the purpose of making certain improvements at Avondale Park, which is generally located at 3516 West School Street, Chicago, Illinois (the "Project") in the Area, and authorized the making of an intergovernmental agreement; and

WHEREAS, On December 18, 2020, the City and the Park District entered into an intergovernmental agreement (the "Agreement") whereby the City agreed to pay or reimburse the Park District for a portion of the Project; and

WHEREAS, The City wishes to make available to the Park District an additional portion of the City Increment in an amount not to exceed \$5,000,000 for the purpose of paying for or reimbursing the Park District for certain Project costs; and

WHEREAS, The City and the Park District desire to enter into an amendment to the Agreement in substantially the form attached as Exhibit A (the "First Amendment") whereby the City shall increase the amount of assistance by \$5,000,000 for a total of \$7,855,000 to pay or reimburse the Park District for certain costs of 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 Commissioner of Planning and Development (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the First Amendment in substantially the form attached hereto as Exhibit A and made a part hereof and such other documents as may be necessary to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment on behalf of the City.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this 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 4. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

First Amendment To Intergovernmental Agreement.

This amendment (the "First Amendment") to that certain Intergovernmental Agreement by and between the City of Chicago ("City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"), and the Chicago Park District (the "Park District"), a body politic and corporate, dated as of December 18, 2020 (the "Agreement"), is made and entered into as of _____, 2026, by and between the City and the Park District.

Recitals.

Whereas, An ordinance approved by the City Council of the City (the "City Council") on May 20, 2020, and published at pages 16868 to 16887 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of that date, authorized the Commissioner of Planning and Development (the "Commissioner") to execute an

intergovernmental agreement with the Park District to make certain improvements at Avondale Park (the "Project"), generally located at 3516 West School Street, in Chicago, Illinois (the "Property"), as legally described in (Sub)Exhibit A of the Agreement; 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 and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

Whereas, In accordance with the provisions of the Act, and pursuant to ordinances adopted on March 12, 2008, and published in the *Journal* for said date at pages 21996 to 22071, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "Kennedy/Kimball Redevelopment Project Area" (the "Kennedy/Kimball Redevelopment Area"); (ii) designated the Kennedy/Kimball Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Kennedy/Kimball Redevelopment Area; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Kennedy/Kimball Redevelopment Area shall be known as the "City Increment"); and

Whereas, Pursuant to the Agreement and in accordance with the Act, DPD agreed to provide to the Park District a portion of the City Increment in an amount not to exceed \$2,855,000 for the purpose of funding certain Project costs to the extent and in the manner provided in the Agreement; and

Whereas, The City wishes to make available to the Park District an additional portion of the City Increment in an amount not to exceed \$5,000,000 for the purpose of paying for or reimbursing the Park District for certain Project costs; and

Whereas, The City and the Park District also wish to amend the Agreement to change the scope of the Project as described in (Sub)Exhibit B to the Agreement; and

Whereas, On [], the Park District's Board of Commissioners (the "Board") adopted a resolution authorizing the execution of this First Amendment; and

Whereas, On [], the City Council authorized an ordinance which is published at pages [] to [] of the *Journal* of said date that authorized the making of this First Amendment;

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 1.

Recitals.

The foregoing recitals are hereby incorporated into this First Amendment by reference. All capitalized terms not defined herein shall have the meaning as set forth in the Agreement.

Section 2.

Terms And Conditions.

Recital J and Section 2.6 of the Agreement are hereby amended by deleting the amount of \$2,855,000 and replacing it with the amount of \$7,855,000.

Section 3.

Exhibits.

1. Exhibit B, General Requirements to the Agreement is hereby amended by deleting Exhibit B, General Requirements in its entirety and replacing it with Exhibit B as indicated below:

Exhibit B.

Project.

Avondale Park TIF improvements include site work including new drinking fountain, water spray feature and an accessible entrance ramp. Facility work will include roof replacement, masonry/tuckpointing to eliminate water infiltration, new windows, doors, restrooms, electrical and HVAC improvements.

2. Exhibit C, Project Budget to the Agreement is hereby amended by deleting Exhibit C, Project Budget in its entirety and replacing it with Exhibit C as indicated below:

Exhibit C.

Project Budget.

Sources	Amount
Kennedy/Kimball TIF	\$7,855,000
Total:	\$7,855,000

Uses	Amount
Design	\$ 365,000
Roof and masonry	1,990,000
Window restoration/doors	2,230,000
Restrooms, electrical, HVAC	2,245,000
Site improvements	625,000
Reserves	400,000
Total:	\$7,855,000

The Commissioner may approve changes to this preliminary budget.

Section 4.

General Provisions.

1. If any of the provisions of the Agreement conflict with the provisions of this First Amendment, the provisions of this First Amendment shall prevail.

2. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

In Witness Whereof, The parties hereto have caused this First Amendment to be executed and delivered as of the date first above written.

City of Chicago

By: _____

Name: Ciere Boatright

Its: Commissioner of Planning and
Development

Chicago Park District

By: _____

Name: Carlos Ramirez-Rosa

Its: General Superintendent and CEO

Attest:

By: _____

Sarah Gelder
Secretary of the Board of Commissioners

AUTHORIZATION FOR ISSUANCE OF MULTI-FAMILY FUNDS TO PARK MANOR
PHASE I MM LLC FOR DEVELOPMENT OF PARK MANOR SENIOR RESIDENCES
OF CHATHAM, LOCATED AT 8320 S. DR. MARTIN LUTHER KING, JR. DR.

[O2026-0023337]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the issuance of Multi-Family Funds to Park Manor Phase I MM LLC for development of Park Manor Senior Residences of Chatham, located at 8320 South Dr. Martin Luther King, Jr. Drive (6th Ward) (O2026-0023337), in an amount not to exceed \$15,100,000 Multi-Family program funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on March 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, Pursuant to an ordinance adopted on April 19, 2024, and published at pages 11493 -- 11568 of the *Journal of the Proceedings* (the "*Journal*") of the City Council of the City of Chicago (the "City Council") for such date and amended by an ordinance adopted on October 16, 2025 and published at pages 33145 -- 33357 of the *Journal* of the City Council for such date (as amended, the "Bond Ordinance"), the City Council authorized the issuance of certain general obligation bonds in one or more series, in an aggregate principal amount not to exceed \$1,250,000,000 for the Purposes as defined therein (the "Bonds"); and

WHEREAS, For purposes of Section 2.19(h) of the Bond Ordinance, this ordinance satisfies the requirement of City Council authorization; and

WHEREAS, DOH has preliminarily reviewed and approved the making of one or more loans (which shall hereinafter be referred to as the "First Loan" or the "Second Loan", as applicable) and/or grants to Park Manor Phase I LLC, an Illinois limited liability company (the "Borrower"), in an aggregate amount not to exceed \$15,100,000 (the "City Assistance"), to be funded from Multi-Family Program Funds, proceeds of the Bonds, and/or corporate funds pursuant to the terms and conditions set-forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Park Manor Phase I MM LLC, an Illinois limited liability company (the "Owner"), is the sole managing member of the Borrower, with SPM Properties and Development LLC, an Illinois limited liability company, and ZPACT Developers II LLC, an Illinois limited liability company, as the managing members of the Owner, and Park Manor Christian Church, an Illinois not-for-profit corporation ("PMCC"), or a to-be-formed wholly owned subsidiary thereof, as a member of the Owner; 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. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of Housing (the "Commissioner") and a designee of the Commissioner (each, an "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and

instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the City Assistance. Each 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 City Assistance which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, each Authorized Officer is hereby authorized to disburse the proceeds of the City Assistance to the Borrower or the Recipient (as hereinafter defined), as applicable.

SECTION 3. 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"). Sections 2-44-080 through 2-44-105 of the Municipal Code shall not apply to the Project or the Property (as defined on Exhibit A hereto).

SECTION 4. 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 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".

Borrower: Park Manor Phase I LLC, an Illinois limited liability company, with Park Manor Phase I MM LLC, an Illinois limited liability company (of which SPM Properties and Development LLC, an Illinois limited liability company, and ZPACT Developers II LLC, an Illinois limited liability company, are its managing members, and Park Manor Christian Church, an Illinois not-for-profit corporation, or a to-be formed wholly owned subsidiary thereof, is a member), as the sole managing member, and others to be hereafter selected as the tax credit investor members.

Project: Construction of a five-story mid-rise building located generally at 8320 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois ("Property") and approximately 52 dwelling units contained therein as one- and two-bedroom units for low-income elderly families with a ground floor community space and wellness center, as well as parking.

City Assistance:**(a) First Loan.**

Source:	Multi-Family Program Funds, proceeds of the Bonds, and/or corporate funds.
Amount:	An amount not to exceed \$15,100,000; provided, however, that the aggregate outstanding amount of the City Assistance shall at no time exceed \$15,100,000.
Term:	40 years or such other term that is acceptable to the Authorized Officer.
Interest:	0% per annum.
Security:	Non-recourse loan; mortgage on the Property ("City Mortgage 1") junior to the Senior Mortgages (as hereinafter defined).

and/or

(b) Grant/Second Loan.

Source:	Multi-Family Program Funds, proceeds of the Bonds, and/or corporate funds.
Amount:	An amount not to exceed \$15,100,000; provided, however, that the aggregate outstanding amount of the City Assistance shall at no time exceed \$15,100,000.
Security:	Repayment of such grant may be secured by a forgivable mortgage on the Property junior to the Senior Mortgages ("Forgivable City Mortgage").
Structure:	This amount may be granted to the Borrower or PMCC, or an affiliate of the Borrower or of PMCC (each, a "Recipient"). The Recipient may make a capital contribution of the funds to the Borrower or may make a secured loan to the Borrower, with loan terms acceptable to the Authorized Officer and consistent with the applicable requirements for the funding source.
Alternative Structure:	If so determined by the Authorized Officer, the City may provide a non-recourse Second Loan in an amount not to exceed \$15,100,000; provided, however, that the aggregate

outstanding amount of the City Assistance shall at no time exceed \$15,100,000. The Second Loan will have the same maturity date and interest rate as the First Loan, or such other term or rate that is acceptable to the Authorized Officer, and shall be secured by a mortgage on the Property junior to the Senior Mortgages ("City Mortgage 2", and collectively with the City Mortgage 1 and Forgivable City Mortgage, the "City Mortgages").

Additional Financing:

1. Senior Construction Loan.

Amount: \$1,100,000 or another amount acceptable to the Authorized Officer ("Senior Construction Loan").

Term: 30 months or another term acceptable to the Authorized Officer.

Source: PNC Bank, National Association ("PNC Bank") or another source acceptable to the Authorized Officer.

Interest: 30-day Secured Overnight Financing Rate ("SOFR") plus 335 basis points, or such other rate acceptable to the Authorized Officer.

Security: Mortgage on the Property senior to the lien of the City Mortgages (the "Senior Construction Mortgage").

2. Equity Bridge Loan.

Amount: \$14,337,000 or another amount acceptable to the Authorized Officer.

Term: 60 months or another term acceptable to the Authorized Officer.

Source: PNC Bank or another source acceptable to the Authorized Officer.

Interest: 30-day SOFR plus 285 basis points, or such other rate acceptable to the Authorized Officer.

Security: Mortgage on the Property senior to the lien of the City Mortgages (the "Equity Bridge Mortgage").

3. Senior Permanent Loan.

Amount:	\$1,100,000, or another amount acceptable to the Authorized Officer.
Term:	15 years following construction period and conversion of Senior Construction Loan, or another term acceptable to the Authorized Officer.
Source:	PNC Bank, or another source acceptable to the Authorized Officer.
Interest:	7.10% per annum, or another rate acceptable to the Authorized Officer.
Security:	Mortgage on the Property senior to the lien of the City Mortgages (the "Senior Permanent Mortgage", and collectively with the Senior Construction Mortgage and the Equity Bridge Mortgage, the "Senior Mortgages").

4. Grant/Loan*.

Proceeds:	Approximately \$250,000 or such other amount acceptable to the Authorized Officer.
Source:	Department of Housing and Urban Development or another source acceptable to the Authorized Officer (each, the "Source").
Security:	Repayment of such grant or loan may be secured by a mortgage on the Property or such other security interest acceptable to the Authorized Officer and consistent with the Source's applicable requirements.
Structure:	This amount may be granted or loaned to the Borrower or the Recipient. The Recipient may make a capital contribution of the funds to the Borrower, or may make a secured loan to the Borrower, with loan terms acceptable to the Authorized Officer and consistent with the Source's applicable requirements.

*The making of this Grant/Loan is not a condition of providing the City Assistance.

5. ComEd Affordable Energy Grant.

Amount: \$190,124, or another amount acceptable to the Authorized Officer.

Source: Commonwealth Edison Company and Nicor Gas Company or another source acceptable to the Authorized Officer.

Structure: This amount will be granted to PMCC. PMCC may make a capital contribution of the funds to the Borrower or may make a secured loan to the Borrower, with loan terms acceptable to the Authorized Officer.

6. Low-Income Housing Tax Credits.

Proceeds: Approximately \$13,746,000.

Source: To be derived from the syndication of \$1,500,000 low-income housing tax credit allocation by the City.

7. Managing Member Equity.

Amount: \$100.

Source: Park Manor Phase I MM, LLC, an Illinois limited liability company.

ESTABLISHMENT OF CHICAGO TOURISM IMPROVEMENT DISTRICT ("CTID")
AND LEVY OF TRANSACTION CHARGES ON CERTAIN HOTELS WITHIN CTID.
[O2026-0022544]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance, introduced by Alderman Jason Ervin (28th Ward) and others, establishing the Chicago Tourism Improvement District (CTID) and the levy of transaction charges on certain hotels within

the CTID (O2026-0022544), 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 one (1) dissenting vote made by Alderperson David Moore (17th Ward) on February 27, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Tourism Preservation and Sustainability District Act, codified at 70 ILCS 3455/1, et seq. ("TID Act"), authorizes the City of Chicago to form tourism preservation and sustainability districts for the purpose of promoting tourism; and

WHEREAS, Hotels who will pay more than fifty percent (50%) of the proposed transaction charges have petitioned the Council to form the Chicago Tourism Improvement District ("CTID"); and

WHEREAS, On January 21, 2026, the City Council of the City of Chicago adopted a Resolution of Intent, Resolution Number SR2025-0021936; and

WHEREAS, The public hearing to consider the formation of the CTID was properly noticed in accordance with the TID Act; and

WHEREAS, On February 27, 2026, at 10:00 A.M. at the Council Chambers located on the second floor of City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, the Committee on Finance held a public hearing on the formation of the CTID and implementation of the

levy of transaction charges, and the committee heard and received all objections, if any, to the formation of the CTID and the levy of the proposed transaction charges; and

WHEREAS, The City Clerk has determined that the total amount of written objections received from hotels that will be subjected to a transaction charge did not represent hotels that would pay fifty percent (50%) or more of the proposed transaction charges, as determined by the last 12 months of State hotel operators' occupation taxed paid preceding the date of the petition; now, therefore,

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

SECTION 1. The City of Chicago hereby establishes the Chicago Tourism Improvement District (CTID), for a five (5) year term, beginning May 1, 2026, and ending five (5) years from its start date, under the provisions of the Tourism Preservation and Sustainability District Act, codified at 70 ILCS 3455/1, et seq. (TID Act).

SECTION 2. The District Plan ("Plan") created pursuant to the TID Act, is hereby adopted and approved. The Plan is on file and available for inspection with the City Clerk.

SECTION 3.

(a) The supplemental services to be provided to benefit businesses in the CTID will be funded by the levy of the transaction charges. The revenue from the transaction charge levy shall not be used for any purpose other than the purposes specified in this ordinance, the Resolution of Intent, and the Plan.

(b) A transaction charge is levied upon and a direct obligation of the hotel paying the transaction charge. However, the hotel paying the transaction charge may, at its discretion, pass the transaction charge on to customers. The amount of transaction charge, if passed on to each customer, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each customer shall receive a receipt for payment from the hotel. If the CTID transaction charge is identified separately it shall be disclosed as the "CTID Transaction Charge".

(c) The transaction charges levied for the CTID shall be applied toward sales, marketing, advertising, public relations, international marketing programs, and other supplemental services, as set forth in the Plan.

(d) The CTID funds shall be considered supplemental funding and services and shall not supplant existing funding or services provided by the State or any unit of local government.

SECTION 4. The established CTID shall include all hotels, existing and in the future, available for public occupancy with 100 rooms or more located within the following zip codes located within the City of Chicago: 60601, 60602, 60603, 60604, 60605, 60606, 60607, 60609, 60610, 60611, 60612, 60615, 60616, 60653, 60654 and 60661.

SECTION 5.

(a) The initial and maximum annual transaction charge rate is one and a half percent (1.5%) of gross short-term sleeping room rental revenue. Transaction charges shall not be collected on stays subject to exemption pursuant to Section 480.101 of Title 86 of the Illinois Administrative Code. Any transaction charges that may be passed onto the customer may be subject to additional state or local taxes.

(b) The effective date of the transaction charge shall be May 1, 2026.

(c) Any and all unused transaction charge funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Plan. Pursuant to Section 55 of the TID Act, codified at 70 ILCS 3455/55, if the CTID's term expires, any funds remaining from transaction charges shall be used in accordance with the Plan. Pursuant to Section 60 of the TID Act, codified at 70 ILCS 3455/60, in the event of termination of the CTID, any funds remaining shall be used by Choose Chicago in accordance with the Plan.

SECTION 6. The City shall be responsible for collecting and remitting transaction charges on a monthly basis (including any delinquencies, overdue charges, and interest) from each hotel located within the CTID. The City may take all reasonable efforts to collect the transaction charges from each hotel paying transaction charges and shall retain one and a half percent (1.5%) of CTID transaction charge revenue to cover the cost of collection, administration, and costs incurred in pursuing payment of delinquent transaction charges. Passage of this ordinance authorizes the City to remit the collected transaction charges to Choose Chicago in exchange for CC providing services and improvements.

SECTION 7. Pursuant to the requirements of the TID Act, the Chicago Tourism and Convention Bureau, doing business as Choose Chicago shall serve as the local tourism and convention bureau for the CTID. Choose Chicago is a nonprofit corporation and shall create a committee composed of the business owners subject to the transaction charge, or their designees, pursuant to Section 30(b)(2) of the TID Act, codified at 70 ILCS 3455/30. The committee shall be responsible for managing funds raised by the CTID and fulfilling the obligations of the Plan. The committee shall be composed of at least nine (9) and no more than eleven (11) hotel owners. The committee shall make all reasonable efforts to ensure equal representation from various hotel sizes and locations within the CTID.

SECTION 8. Choose Chicago, pursuant to Section 40 of the TID Act, codified at 70 ILCS 3455/40, shall submit to the City Council a report of the CTID's activities and expenditures. The report shall be submitted no later than 30 days after the anniversary of the date upon which the transaction charge is first imposed. The report shall include:

- (1) A summary of the activities provided in the previous year through use of the transaction charges;
- (2) A summary of the expenditures for the previous year showing the use of the transaction charges;

- (3) The amount of any revenue from transaction charges to be carried over from prior years;
- (4) A list of the directors and officers of Choose Chicago; and
- (5) A list of the accomplishments, improvements, and services attributable to the CTID.

The City Council shall also submit to the Department of Commerce and Economic Opportunity, no later than 60 days after the anniversary of the date upon which the transaction charge is first imposed, the annual report provided by Choose Chicago and a report of the amount of total revenue received from the transaction charges and how much the City Council, if any, withheld for administrative costs related to the CTID under the Plan.

SECTION 9. The CTID formed pursuant to this ordinance shall be subject to any amendments to the TID Act.

SECTION 10. If any section, subsection, sentence, clause or phrase or word of this ordinance is for any reason held to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Chicago declares that it would have passed and adopted this ordinance and each and all provisions irrespective of the fact that any one or more of said provisions may be declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

SECTION 11. After passage and publication, this ordinance shall take effect on May 1, 2026.

[Plan attached to this ordinance is on file and available for public inspection
in the Office of the City Clerk and www.chicityclerk.com]

**AUTHORIZATION FOR BUILDING AND FACILITY-RELATED PERMIT FEE
WAIVERS FOR PUBLIC BUILDING COMMISSION OF CHICAGO BEGINNING
JANUARY 1, 2026 UNTIL DECEMBER 31, 2031.**

[SO2026-0023322]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance authorizing building and facility-related permit fee waivers for the Public Building Commission of Chicago beginning January 1, 2026 until December 31, 2031 (SO2026-0023322), 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 March 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 2-8-065(c)(1) of the Municipal Code of Chicago ("Code"), the appropriate city departments are hereby authorized and directed to waive, in full, all permit fees, license fees, plan review fees, special review fees, approval process fees, and on-site inspection fees, including, but not limited to, building permits, trade permits, administrative permits, special use permits, demolition permits, sprinkler system permits, public way use permits, sewer permits, zoning/planning reviews and approvals, elevator permits and permits for work affecting parkway trees and shrubs, otherwise required to be

paid by the Public Building Commission of Chicago ("PBC"), a governmental entity, in connection with the construction, repair, alteration, renovation, rehabilitation, and maintenance of buildings, land, parks, and other facilities owned by the below-named governmental entities and done by the PBC for the below-named governmental-entity clients of the PBC:

- City of Chicago, including all City departments, including but not limited to, Chicago Public Library, Chicago Department of Transportation, Department of Fleet and Facility Management, Department of Family Support Services, Department of Planning and Development, Department of Water Management, Chicago Police Department, and Chicago Fire Department
- Chicago Public Schools
- Chicago Park District
- Chicago Transit Authority
- Chicago Housing Authority
- City Colleges of Chicago

Provided, however, that the fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the Department of Buildings' developer services program or under any other city program.

Provided further, that the fee waivers authorized under this section shall be, used exclusively to carry out the PBC's statutory and corporate purposes in connection with work done by the PBC for the above-named governmental-entity clients of the PBC. As a continued condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with departmental requirements, including submission to and approval of the plans by the appropriate city department; obtaining all required permits and licenses; and constructing and maintaining said buildings, land, parks and facilities, and all appurtenances thereto, in compliance with the applicable provisions of the Code and any rules and regulations duly promulgated thereunder.

SECTION 2. The PBC shall submit to the Office of Budget and Management ("OBM"), and the Chicago City Council Committee on Finance, on a quarterly basis, a written report summarizing the number and type of fee waivers granted to the PBC under Section 1 of this ordinance, and the amount of each fee so waived. Such written report shall be submitted in a manner and form acceptable to OBM.

SECTION 3. This ordinance shall take full force and effect upon its passage and approval; shall be retroactive from January 1, 2026; and shall be in force until December 31, 2031.

SETTLEMENT AGREEMENT REGARDING CASE OF *NIKKI YONUSHATIS V. CITY OF CHICAGO*.

[Or2026-0023846]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

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: *Nikki Yonushatis v. City of Chicago*, Case Number 2024 L 007740 (Or2026-0023846), 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 March 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Nikki Yonushatis v. City of Chicago*, cited as Case Number 2024 L 007740, in the amount of \$350,000.

SETTLEMENT AGREEMENT REGARDING CASES OF *HENRY HARRELL, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF STACY VAUGHN HARRELL V. CITY OF CHICAGO, MEGAN RYAN AND SHAUN SUSNIS AND KIMBERLYN MYERS V. CITY OF CHICAGO, MEGAN RYAN AND SHAUN SUSNIS.*
[Or2026-0023850]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

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 cases: *Henry Harrell, Independent Administrator of the Estate of Stacy Vaughn Harrell v. City of Chicago, Megan Ryan and Shaun Susnis*, Case Number 2025 L 012727, and *Kimberlyn Myers v. City of Chicago, Megan Ryan and Shaun Susnis*, Case Number 2025 L 012722, in the amount of \$27,000,000 (\$20 Million paid by the City and \$7 Million paid by the City's insurance) (Or2026-0023850), 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 vote on March 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Henry Harrell, Independent Administrator of the Estate of Stacy Vaughn Harrell v. City of Chicago, Megan Ryan and Shaun Susnis*, cited as Case Number 2025 L 012727, and *Kimberlyn Myers v. City of Chicago, Megan Ryan and Shaun Susnis*, cited as Case Number 2025 L 012722, in the amount of \$27,000,000 (\$20 Million paid by the City and \$7 Million paid by the City's insurance).

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

[SOr2026-0023854]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute order for payments of various small claims against the City of Chicago (SOr2026-0023854), 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 March 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on page 41377
of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Vehicle(8)									
ANDERSON	SCOTT		WHEELING	IL	60090	06/21/2025	\$139.60	DEPARTMENT OF REVENUE	2697 N. LINCOLN AVE.
AYALA	JACQUELINE		MELROSE PARK	IL	60164	10/05/2025	\$222.95	Claimant	1602 W. CERMAK RD.
BARBERIS	ELISABETH		WHEELING	IL	60090	07/13/2025	\$460.62	Claimant	904 N HALSTED ST.
CHUNG	BERNARD		DYER	IN	46311	09/22/2025	\$175.00	Claimant	6600 S STONY ISLAND
DAVIS	DERRICK		HAMMOND	IN	46324	06/06/2025	\$875.34	Claimant	6300 S. CORNELL DR.
FINLAY	JOSHUA		NAPERVILLE	IL	60540	09/06/2025	\$458.57	Claimant	368 E. GARFIELD BLVD.
HOLYFIELD	WILLIAM		CHICAGO	IL	60621	10/22/2025	\$67.87	Claimant	6540 S. ELLIS AVE.
HUDSON	JOSEPH		CHICAGO	IL	60657	08/01/2025	\$302.67	Claimant	3121 W. CORTLAND ST.
KARELS	NEIL		CHICAGO	IL	60618	08/08/2025	\$527.90	DEPARTMENT OF REVENUE	4114 N. SPAULDING AVE.
KARELS	NEIL		CHICAGO	IL	60618	08/08/2025	\$919.55	Claimant	4114 N. SPAULDING AVE.
KYLESTEW	MATTHEW		CHICAGO	IL	60608	10/15/2025	\$198.45	Claimant	3119 S. MORGAN ST.
MCDONALD	HAWANNA		CHICAGO	IL	60651	06/21/2025	\$308.79	Claimant	4630 W. AUGUSTA BLVD.
RAMEY	TYLER		CHICAGO	IL	60660	05/02/2025	\$271.18	Claimant	5201 N. SHERIDAN RD.
TOMASZEWSKI	LUKASZ		CHICAGO	IL	60707	10/01/2025	\$1,118.99	Claimant	4801 N MONT CLARE AVE
WATERS	EDWARD		FLORENCE	WI	54121	07/09/2025	\$182.00	Claimant	8236 W. BELMONT AVE.
WOODALL	SHAUNITA		CHICAGO	IL	60643	08/01/2025	\$205.91	Claimant	1801 W. 107TH ST.
Total of Split Claims:		Number	Amount						
		16	\$6,435.39						
Total of Split Claims:		Number	Amount						
		16	\$6,435.39						

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[SCL2026-0023856]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on subsequent dates, sundry claims for various refunds (SCL2026-0023856), 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 voice vote of the members of the committee present, with no dissenting votes on March 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

[List of denied claimants printed on page 41379
of this *Journal*.]

City Of Chicago
Denied Claims by Claim Name

Denied Date: 03/18/2026

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
3470 N. LAKE SHORE DRIVE BOK, ALISA B.		11/3/25 12:00 AM	02/18/2026	2025371962	CLAIM OVER \$2,500. REFERRED TO CHICAGO CLAIMS UNIT.
GAGLEWSKI, MICHAŁ		9/20/25 12:00 AM	02/18/2026	2025371970	TORT LIABILITY
GALLAGHER BASSETT SERVICES		11/1/99 12:00 AM	11/18/2025	1999371947	NO RESPONSE
GOLD, JASON M		8/28/25 12:00 AM	02/18/2026	2025371957	PLEASE CONTACT: CTA (CHICAGO TRANSIT AUTHORITY) - (312)
GREENFIELD, DAVID B.		7/15/25 12:00 AM	09/25/2025	2025371713	NO RESPONSE
GUZMAN, PEDRO		11/1/99 12:00 AM	11/05/2025	1999371946	NO RESPONSE
HERTZ CORPORATION		13/1/25 12:00 AM	02/18/2026	2025371952	STATUTE OF LIMITATIONS FOR FILING A CLAIM HAVE EXPIRED.
HAMMAMI, RASSIL		2/25/25 12:00 AM		2025371549	THE BUREAU OF TRAFFIC SERVICES HAS REVIEWED THE
KING, DEYONNA A.		6/3/25 12:00 AM	09/25/2025	2025371687	NO RESPONSE - CLAIMANT HAS NO PROOF OF PAYMENT
LOAGUE, JAMES ON BEHALF OF		10/25/25 12:00 AM	02/18/2026	2025371958	PLEASE CONTACT: CTA (CHICAGO TRANSIT AUTHORITY) - (312)
MARTINEZ, MELISSA		7/24/25 12:00 AM	02/18/2026	2025371953	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
MONTELONGO, LORETTA V.		12/2/25 12:00 AM	02/18/2026	2025371955	PLEASE CONTACT: CTA (CHICAGO TRANSIT AUTHORITY) - (312)
PRIME ROAD CARRIERS LLC		11/1/99 12:00 AM	12/18/2025	1999371948	NO RESPONSE
PROGRESSIVE NORTHERN INS.		8/19/24 12:00 AM	01/15/2025	2024371199	THE SUBJECT'S CLAIM IS NOT RECOMMENDED FOR PAYMENT.
SAXENA, ARUNIMA		7/21/25 12:00 AM	02/18/2026	2025371963	DUPPLICATE CLAIM# 2025371890
SERVIN, WENCESLAO		5/6/25 12:00 AM		2025371639	THERE IS NO EVIDENCE THAT SHOWS CDOT DIRECTLY
SORIA, CARLOS		5/1/25 12:00 AM	09/25/2025	2025371640	NO RESPONSE
SUBROCLAIMS O/B/O GEICO A/S/O		11/2/26 12:00 AM	02/18/2026	2026371949	PLEASE CONTACT: CTA (CHICAGO TRANSIT AUTHORITY) - (312)
WATKINS, PIERRE L.		12/19/24 12:00 AM	02/18/2026	2024371960	STATUTE OF LIMITATIONS FOR FILING A CLAIM HAVE EXPIRED.
WILLIAMS, TOYA L.		11/1/99 12:00 AM	11/14/2025	1999371945	NO RESPONSE
		10/10/19 12:00 AM	02/18/2026	2019371959	STATUTE OF LIMITATIONS FOR FILING A CLAIM HAVE EXPIRED.

Placed On File -- ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT FOR NAACP.

[F2026-0023858]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was submitted a proposed order authorizing a Charitable Solicitation on the public way (Tag Day) permit for the NAACP, citywide, from April 1, 2026 to December 31, 2026 (F2026-0023858), 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 March 13, 2026.

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 -- VERDICTS, JUDGMENTS AND SETTLEMENT REPORTS FOR MONTH OF FEBRUARY 2026.

[F2026-0023842]

The Committee on Finance submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was submitted a communication transmitting reports of cases in which verdicts, judgments or settlements were entered into for the month of February 2026 (F2026-0023842), 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 March 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

REDEVELOPMENT AGREEMENT WITH FOOD LOVE LLC TO PROVIDE
NEIGHBORHOOD OPPORTUNITY FUND ASSISTANCE FOR IMPROVEMENT
OF EVELYN'S FOOD LOVE ROOFTOP BAR & DECK AT 5522 S. STATE ST.

[O2026-0023340]

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

CHICAGO, March 18, 2026.

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 Food Love LLC to provide Neighborhood Opportunity Fund (NOF) assistance for improvement of Evelyn's Food Love at 5522 South State Street in the 20th Ward (O2026-0023340), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

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

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

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

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

WHEREAS, DPD has recommended that the City Council of the City approve the Grant to the Grantee; now, therefore,

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

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

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute a redevelopment agreement with the Grantee and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

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

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

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

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

Exhibit "A".
(To Ordinance)

Evelyn's Food Love Rooftop Bar & Deck Redevelopment Agreement.

(Medium Community Development Grant)

This Evelyn's Food Love Rooftop Bar & Deck 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
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 Project Financing	Exhibit B Project Budgets (Project, M/WBE, NOF 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
	Exhibit H Approved Prior Expenditures

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition										
Base Grant (Project Information)	\$483,000										
Certificate Deadline (6.05)	[THE DATE 2 YEARS AFTER THE CLOSING DATE]										
Closing Date (preamble)											
Commencement Date (3.01)											
Construction Jobs (7.06)	Not less than 30 full-time equivalent (minimum of 35 hours per week) construction jobs at the Project										
Developer (preamble)	Food Love LLC, an Illinois limited liability company										
Estimated Project Cost (4.01)	\$653,000										
Funding Sources (4.01)	<table> <tr> <th>Funding Source</th><th>Amount</th></tr> <tr> <td>Equity</td><td>\$70,000</td></tr> <tr> <td>Lender Financing</td><td>\$100,000</td></tr> <tr> <td>Capital Grant (Base Grant + Local Residency Bonus)</td><td>\$483,000</td></tr> <tr> <td>TOTAL</td><td>\$653,000</td></tr> </table>	Funding Source	Amount	Equity	\$70,000	Lender Financing	\$100,000	Capital Grant (Base Grant + Local Residency Bonus)	\$483,000	TOTAL	\$653,000
Funding Source	Amount										
Equity	\$70,000										
Lender Financing	\$100,000										
Capital Grant (Base Grant + Local Residency Bonus)	\$483,000										
TOTAL	\$653,000										
Local Hiring Funds (4.05(a))	N/A										
Local Residency Bonus (4.05(b))	N/A										
NOF Funds (Definitions)	\$483,000										
Notice Addresses (13.14)	<u>If to the Developer:</u> Food Love LLC 5522 South State Street Chicago, Illinois 60621 <u>Attention:</u> Evelyn Shelton with a copy to [NAME OF DEVELOPER'S LAW FIRM] [ADDRESS OF DEVELOPER'S LAW FIRM] <u>Attention:</u> [NAME OF DEVELOPER'S COUNSEL] <u>If to the City:</u> City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000										

Term (Agreement Section where first used)	Definition
	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
Ordinance Date (Recitals)	
Permanent Jobs (7.06)	Not less than 15 full-time equivalent (minimum of 35 hours per week) permanent jobs at the Project
Permitted Liens (12)	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.
Project (Project Information)	The Developer will redevelop the Property, containing approximately 1,596 square feet, by adding a rooftop deck and bar to their existing structure to increase seating, accommodating more guests.
Trade Names (5.05)	Evelyn's Food Love

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.

FOOD LOVE LLC,
an Illinois limited liability company

By: _____
Name:
Title:

NOTARY CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the [manager] of **FOOD LOVE 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 _____, 20__.

Notary Public

My Commission Expires _____

(SEAL)

City Signature Page to Redevelopment Agreement**CITY OF CHICAGO,**

acting by and through its Department of Planning and Development

By: _____

Ciere Boatright

Commissioner of Planning and Development

NOTARY CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and official seal this ____ day of _____, 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. 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" 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 Grant" means the aggregate amount, which shall be less than \$5,000,000, of Base Grant plus Local Residency Bonus.

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

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.06.

"City Council" has the meaning set forth in the Recitals hereof.

"Closing Date" means the date of execution and delivery of this Agreement by all parties hereto, which is deemed to be the date appearing on page 2 of this Agreement.

"Compliance Period" means that period beginning on the date of the issuance of the Certificate until the fifth anniversary of such date, subject to extension under Section 11.03(b).

"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 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" has the meaning set forth in Section 11 hereof.

"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 hereof.

"General Contractor" means the general contractor(s) hired by the Developer to complete the construction of the Project.

"IEPA" means the Illinois Environmental Protection Agency.

"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.

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

"Local Residency" means (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)" 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" has the meaning set forth in Exhibit F hereof.

"Municipal Code" has the meaning set forth in the Recitals.

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

"NOF" means the Neighborhood Opportunity Fund described in the NOF ordinance.

"NOF Funds" means 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" means 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)" has the meaning given such term in the NOF Ordinance.

"NOF Ordinance" has the meaning set forth in the Recitals.

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

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

"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 4.01 hereof.

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

"Qualified Investment Area" or **"QIA"** has the meaning given such term in the NOF Ordinance.

"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** of this Agreement.

"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 Closing Date.

"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, subject to extension under **Section 11.03(b)**.

"Title Company" means [Name of Title Company].

"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 Certificate Deadline.

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 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 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.** Prior to the issuance of the Certificate, 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 \$653,000, to be applied in the manner set forth in the Project Budget.

4.02 **NOF Funds.** Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the NOF Funds to pay for or reimburse the Developer for the costs of the NOF-Funded Improvements; **provided, however,** that the total amount of NOF Funds expended will be reduced on a pro rata share basis if the Final Project Cost is less than \$653,000.

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

4.04 **Distribution of NOF Funds.**

Direct Payment Multiple Installments: 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 below:

Installment	Amount	Conditions for Reimbursement
First, at 30% Project Completion	30% of Capital Grant, up to the amount of \$144,900	Evidence that (a) the Project is 30% complete, as measured in costs incurred under the Project Budget, and (b) Developer has incurred NOF-Funded Improvement costs in an equal amount to, or greater than, the amount of such installment.
Second, at	30% of Capital	Evidence that (a) all the conditions for reimbursement of the

60% Project Completion	Grant, up to the amount of \$144,900	First installment have been satisfied, (b) the Project is 60% complete, as measured by costs incurred under the Project Budget, and (c) Developer has incurred NOF-Funded Improvement costs in an equal amount to, or greater than, the amount of such installment (excluding NOF-Funded Improvement costs reimbursed in any prior installment).
Third, at 90% Project Completion	30% of Capital Grant, up to the amount of \$144,900	Evidence that (a) all the conditions for reimbursement of the First and Second Installments have been satisfied, (b) the Project is 90% complete, as measured by costs incurred under the Project Budget, and (c) Developer has incurred NOF-Funded Improvement costs in an equal amount to, or greater than, the amount of such installment (excluding NOF-Funded Improvement costs reimbursed in any prior installments).
Final, at 100% Project Completion	30% of Capital Grant, up to the amount of, and no more than \$48,300	Evidence that (a) all the conditions for reimbursement of the First, Second and Third Installment have been satisfied, (b) the Certificate has been issued, and (c) Developer has incurred NOF-Funded Improvement costs in an equal amount to, or greater than, the amount of such installment (excluding NOF-Funded Improvement costs reimbursed in any prior installments).

4.05 Local Hiring Funds. N/A

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

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

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

4.09 Cost Overruns. If the aggregate cost of NOF-Funded Improvements exceeds NOF Funds available pursuant to Section 4.02 hereof, or if the cost of completing the Project exceeds the

Estimated Project Cost, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the Project.

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

4.11 Return of NOF Funds Upon Refinance, Sale, or Transfer. For the 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 one hundred percent (100%) of the NOF Funds paid to date.

SECTION 5. CONDITIONS PRECEDENT

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

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

5.02 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 ALTA 9 endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access survey, encroachment and damages for mineral production. 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
U.S. District Court	Bankruptcy

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 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 Pre-Construction Compliance Informational Conference. Developer shall provide to the City a copy of the Pre-Construction Compliance Meeting Follow-Up letter issued and signed by the Department of Housing's Bureau of Construction and Compliance.

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

5.12 Sustainable Development Policy. Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project.

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 the Capital Grant (in accordance with Section 4.04) 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 dollar for dollar basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred NOF Eligible Costs in an equal amount to, or greater than, the NOF Funds;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- Evidence acceptable to DPD in the form of a closeout letter from the Department of Housing's Bureau of Construction and Compliance stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

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

Those covenants specifically described at Sections 7.02, 7.04, 7.05 and 7.06 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) 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 property from the Developer to an Affiliate of the Developer;

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

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

7.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all 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. During the Compliance Period, the Developer hereby covenants and agrees to maintain its operations at the Project (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

7.05 Occupancy Covenant. During the Compliance Period, the Developer hereby covenants and agrees to maintain that not less than one hundred percent (100%) 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 as part of the Annual Compliance Report.

The Developer shall create the Construction Jobs within six (6) months of the Commencement Date. The Permanent Jobs shall be created by Developer (or its tenant if the Property is leased) within two (2) years of completion of the Project at the Property through the Term of the Agreement.

7.07 Annual Compliance Report. During the Compliance Period, the Developer shall submit to DPD by June 30th of each year 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 project area, if any, in which the Project is located.

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

7.11 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's most recent fiscal year ended before the 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

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, 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 fifty percent (50%) or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement; 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. (a) 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.

(b) If an Event of Default occurs under Section 7.05 or Section 7.06, Developer shall be entitled to two non-consecutive one-year cure periods (each being a "Cure Period") during the Term of the Agreement. In order to rely on a 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 Cure Period and will not have an opportunity to cure the default. There shall be no Cure Period with respect to any other Event of Default. During a Cure Period, the City will not be required to make a payment of the NOF Funds. If Developer cures a default within a Cure Period, then the Compliance Period and the Term of the Agreement shall be extended by one year. If two Events of Default under Section 7.05 or Section 7.06 have occurred and each has been cured within a separate Cure Period, then any subsequent event under Section 7.05 or Section 7.06 shall constitute an Event of Default without notice or opportunity to cure.

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 Evelyn's Food Love
Rooftop Bar & Deck Redevelopment Agreement
Unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this Evelyn's Food Love Rooftop
Bar & Deck Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Evelyn's Food Love Rooftop Bar & Deck Redevelopment Agreement)

Legal Description:

The north 22 feet of Lot 39 in Block 1 of Henry Botford's Subdivision of Lots 1 and 2 lying
east of Chicago Rock Island and Pacific Railroads and south of Boulevard in School
Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third
Principal Meridian, in Cook County, Illinois.

Property Address:

5522 South State Street
Chicago, Illinois 60621.

Permanent Real Estate Tax Index Number:

20-16-207-049.

(Sub)Exhibit "B".
(To Evelyn's Food Love Rooftop Bar & Deck Redevelopment Agreement)

Project Budgets.

	<i>Total Project</i>	<i>MBE/WBE</i>	<i>Eligibles</i>
Total Acquisition Costs	\$0		\$0
Hard Costs			
<i>Building Sitework</i>	\$35,300	\$35,300	\$35,300
<i>Substructure</i>	\$4,400	\$4,400	\$4,400
<i>Shell</i>	\$195,000	\$195,000	\$195,000
<i>Interiors</i>	\$140,000	\$140,000	\$140,000
<i>Services</i>	\$145,000	\$145,000	\$145,000
<i>FFE</i>	\$0		
<i>Special Construction & Demolition</i>	\$0	\$0	\$0
<i>Hard Cost Contingency</i>	\$10,000	\$10,000	
Total Hard Costs	\$529,700	\$529,700	\$519,700
<i>Percentage of Eligible Hard Costs</i>			98%
Soft Costs			
<i>Architecture & Engineering</i>	\$20,000		\$20,000
<i>Other Professional Services</i>	\$0		\$0
<i>Construction Management</i>	\$18,120		\$17,778
<i>Permits & Titles</i>	\$0		
<i>Construction Equipment, Rentals & Tools</i>	\$0		
<i>Developer Fee</i>	\$0		\$0
<i>Soft Cost Contingency</i>	\$0		
<i>General Conditions & Requirements</i>	\$45,000		\$44,150
<i>Overhead & Profit</i>	\$40,000		\$39,245
Total Soft Costs	\$123,120		\$121,173
Total	\$652,820	\$529,700	\$640,873
<i>Project MBE Total at 26%</i>		\$137,722	
<i>Project WBE Total at 6%</i>		\$31,782	

(Sub)Exhibit "C".

(To Evelyn's Food Love Rooftop Bar & Deck Redevelopment Agreement)

Insurance Requirements.

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

A. Before Execution And Delivery Of This Agreement.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability.

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Sub-developers, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Developer 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 Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. 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.

3) Automobile Liability.

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

4) All Risk Property.

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

5) Blanket Crime (When Applicable).

When applicable, 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:

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability.

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

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

3) Automobile Liability.

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

4) Umbrella Or Excess.

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

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

5) Professional Liability (When Applicable).

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

6) Pollution Liability Insurance (When Applicable).

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

The City must be provided with an additional insured status with respect to liability arising out of work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Insured's acts or omissions, whether such liability is attributable to the Insured or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, noncontributory basis. The Developer and any other Insured shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

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

7) Valuable Papers (When Applicable).

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

8) Installation Floater (When Applicable).

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

9) Builders Risk (When Applicable).

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

10) Railroad Protective Liability (When Applicable).

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

11) Marine Protection & Indemnity (When Applicable).

When 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 of Chicago is to be named as an additional insured.

C. Post Construction.

1) All Risk Property.

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

D. Additional Requirements.

Evidence Of Insurance. Developer must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsements, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, or 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 the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Developer for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure To Maintain Insurance. Failure of the Developer to comply with required coverage and terms and conditions outlined herein will not limit 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 the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice Of Material Change, Cancellation Or Non-Renewal. 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 its 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 received 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 Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

No Contribution By The City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by 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 to 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, 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 of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at

least as broad and acceptable to the City. The Developer is also responsible for ensuring that each Contractor and Subcontractor has complied with the required coverage and terms and conditions outlined in this Section D, Additional Requirements. When requested by the City, the Developer must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Contractors and Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Developer's liability or responsibility.

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

(Sub)Exhibit "D".

(To Evelyn's Food Love Rooftop Bar & Deck 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. 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.

[Developer]

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.

(Sub)Exhibit "E".
(To Evelyn's Food Love Rooftop Bar & Deck Redevelopment Agreement)

Annual Compliance Report.

*Food Love LLC
Neighborhood Opportunity Fund Redevelopment Agreement
Evelyn's Food Love Rooftop Bar & Deck.*

Dated as of [Insert Date]

[Insert Year] Annual Compliance Report

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), Food Love 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.

[Insert Developer Name]

[Insert Date]

(Sub)Exhibit "F".

(To Evelyn's Food Love Rooftop Bar & Deck 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. 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 that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the City and preferably in the Area.

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

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

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

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

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

3. City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of

the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

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

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

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

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner in triplicate, which shall 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 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 (Sub)Exhibit F. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this (Sub)Exhibit F, the sufficiency of which shall be approved by DPD.

During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

AMENDMENT OF YEAR 2026 ANNUAL APPROPRIATION ORDINANCE WITHIN
FUND NO. 925.

[O2026-0023819]

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

CHICAGO, March 18, 2026.

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 2026 amendment within Fund Number 925 (O2026-0023819), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2026 (the "2026 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Office of the Mayor (the "Mayor's Office") has been awarded private grant funds in the amount of \$200,000 from Govern for America, through Amalgamated Charitable Foundation, for the Cities for Action (C4A) Support Grant program; and

WHEREAS, The City through its Mayor's Office has been awarded private grant funds in the amount of \$220,000 by Walder Foundation for the Office of New Americans Fellowship program; and

WHEREAS, The City through its Department of Public Health ("CDPH") has been awarded private grant funds in the amount of \$250,000 by Schreiber Philanthropy for the Mental Health Expansion Initiative (MHEI) program; and

WHEREAS, The City through CDPH has been awarded additional state grant funds in the amount of \$387,259 by the Illinois Department of Public Health for the Tobacco-Free Communities program; and

WHEREAS, The City through its Department of Police ("CPD") has been awarded state grant funds in the amount of \$1,325,000 from the Illinois Criminal Justice Information Authority, through the Illinois Law Enforcement Alarm System, for the Less Lethal Device Grant program; and

WHEREAS, The City through CPD has been awarded federal pass-through grant funds in the amount of \$846,000 by the Illinois Department of Transportation for the Sustained Traffic Enforcement Program (STEP); and

WHEREAS, The City through its Office of Emergency Management and Communications ("OEMC") has been awarded federal pass-through grant funds in the amount of \$33,334 by the Illinois Emergency Management Agency and Office of Homeland Security ("IEMA") for the Hazardous Materials Emergency Preparedness program; and

WHEREAS, The City through OEMC has been awarded additional federal pass-through grant funds in the amount of \$384,368 by IEMA for the Homeland Security Grant Program (UASI); and

WHEREAS, The City through OEMC has been awarded additional state grant funds in the amount of \$15,100 by IEMA for the IEMA Preparedness and Response (PAR) program; and

WHEREAS, The City through its Department of Transportation ("CDOT") has been awarded additional carryover COVID-19 federal pass-through grant funds in the amount of \$3,715,000 by the Cook County Department of Transportation and Highways for the American Rescue Plan Fiscal Recovery (ARPA) program; and

WHEREAS, The City through CDOT has been awarded state grant funds in the amount of \$407,269 by the Illinois Department of Natural Resources for the Open Space Land Acquisition and Development Fund program; and

WHEREAS, The City through CDOT has been awarded state grant funds in the amount of \$3,555,000 by the Illinois Environmental Protection Agency for the Volkswagen Environmental Mitigation Trust program; now, therefore,

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

SECTION 1. The amount of \$11,338,330 is hereby appropriated from Fund 925 -- Grant Funds for the year 2026. The 2026 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"
(To Ordinance)

Amendment To The 2026 Appropriation Ordinance.

Estimate Of Grant Revenue For 2026.

Code	Department And Item	Strike Amount	Add Amount	Strike Amount (2026 Total) Includes Anticipated Carryover	Add Amount (2026 Total) Includes Anticipated Carryover	Strike Amount (2026 Total)	Add Amount (2026 Total)
925C	COVID-19 Grant Fund	\$ 131,339,000	\$ 135,054,000				
925F	Federal Grant Fund	2,272,804,000	2,274,067,702				
325L	Local Public and Private Grant Fund	135,528,000	136,198,000				
925S	State Grant Fund	735,393,000	741,082,628				
Department Number	Department And Grant Name	Strike Amount 2026 Anticipated Grant	Add Amount 2026 Anticipated Grant	Strike Amount (2026 Total) Includes Anticipated Carryover	Add Amount (2026 Total) Includes Anticipated Carryover	Strike Amount (2026 Total)	Add Amount (2026 Total)
001	Office of the Mayor						
925L	Cities for Action (C4A) Support Grant		\$ 200,000				\$ 200,000
925L	Office of New Americans Fellowship		220,000				220,000
041	Department of Public Health						
925L	Mental Health Expansion Initiative (MHEI)		250,000				250,000
925S	Tobacco Free Communities	\$849,000	1,236,259			\$849,000	1,236,259

Department Number	Department And Grant Name	Strike Amount 2026 Anticipated Grant	Add Amount 2026 Anticipated Grant	Strike Amount (2026 Total) Includes Anticipated Carryover	Add Amount (2026 Total) Includes Anticipated Carryover	Strike Amount (2026 Total)	Add Amount (2026 Total)
057	Department Of Police						
925S	Less Lethal Device Grant		\$1,325,000				\$1,325,000
925F	Sustained Traffic Enforcement Program (STEP)		846,000				846,000
058	Office Of Emergency Management and Communications						
925F	Hazardous Materials Emergency Preparedness		33,334				33,334
925F	Homeland Security Grant Program (UASI)	\$488,000	872,368			\$ 500,000	5,782,368
925S	IEMA Preparedness and Response (PAR)	500,000	515,100			500,000	515,100
084	Department Of Transportation						
925C	American Rescue Plan Fiscal Recovery (ARPA)			\$4,474,000	\$8,189,000	4,474,000	8,189,000
925S	Open Space Land Acquisition and Development Fund		407,269				407,269
925S	Volkswagen Environmental Mitigation Trust		3,555,000				3,555,000

AMENDMENT OF YEAR 2026 ANNUAL APPROPRIATION ORDINANCE
REGARDING WARD WAGE ALLOWANCE AMOUNTS.

[SO2026-0023373]

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

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an Annual Appropriation Ordinance Year 2026 amendment regarding Ward Wage Allowance Accounts (SO2026-0023373), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The 2026 Annual Appropriation Ordinance is hereby amended by making the strikes and adds indicated in the attached Exhibit A, which is hereby made a part hereof.

SECTION 2. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

*Amendment To The 2026 Appropriation Ordinance Regarding
Ward Wage Allowance Amounts.*

EXHIBIT A

Amendment to the 2026 Annual Appropriation

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
2302 0017	2nd Ward Council Office Wage Allowance	\$327,170	\$318,270
2303 0017	3rd Ward Council Office Wage Allowance	\$327,170	\$318,270
2305 0017	5th Ward Council Office Wage Allowance	\$327,170	\$318,270
2308 0017	8th Ward Council Office Wage Allowance	\$327,170	\$318,270
2309 0017	9th Ward Council Office Wage Allowance	\$327,170	\$318,270
2310 0017	10th Ward Council Office Wage Allowance	\$327,170	\$318,270
2311 0017	11th Ward Council Office Wage Allowance	\$327,170	\$318,270
2313 0017	13th Ward Council Office Wage Allowance	\$327,170	\$318,270
2315 0017	15th Ward Council Office Wage Allowance	\$327,170	\$318,270
2316 0017	16th Ward Council Office Wage Allowance	\$327,170	\$318,270

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REPORTS OF COMMITTEES

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CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
2318 0017	18th Ward Council Office Wage Allowance	\$327,170	\$318,270
2319 0017	19th Ward Council Office Wage Allowance	\$327,170	\$318,270
2321 0017	21st Ward Council Office Wage Allowance	\$327,170	\$318,270
2323 0017	23rd Ward Council Office Wage Allowance	\$327,170	\$318,270
2324 0017	24th Ward Council Office Wage Allowance	\$327,170	\$318,270
2330 0017	30th Ward Council Office Wage Allowance	\$327,170	\$318,270
2331 0017	31st Ward Council Office Wage Allowance	\$327,170	\$318,270
2332 0017	32nd Ward Council Office Wage Allowance	\$327,170	\$318,270
2336 0017	36th Ward Council Office Wage Allowance	\$327,170	\$318,270
2337 0017	37th Ward Council Office Wage Allowance	\$327,170	\$318,270
2338 0017	38th Ward Council Office Wage Allowance	\$327,170	\$318,270
2339 0017	39th Ward Council Office Wage Allowance	\$327,170	\$318,270
2341 0017	41st Ward Council Office Wage Allowance	\$327,170	\$318,270

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
2342 0017	42nd Ward Council Office Wage Allowance	\$327,170	\$318,270
2343 0017	43rd Ward Council Office Wage Allowance	\$327,170	\$318,270
2344 0017	44th Ward Council Office Wage Allowance	\$327,170	\$318,270
2345 0017	45th Ward Council Office Wage Allowance	\$327,170	\$318,270
2349 0017	49th Ward Council Office Wage Allowance	\$327,170	\$318,270
2350 0017	50th Ward Council Office Wage Allowance	\$327,170	\$318,270
100	Corporate Fund Prior Year Assigned and Unassigned Available Resources	\$5,025,775	\$4,767,675
100	Corporate Fund Total Appropriate for Charges and Expenditures	\$6,251,207,392	\$6,250,949,292

TRANSFER OF YEAR 2026 FUNDS FROM 1ST WARD ALDERMANIC EXPENSE
ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0023212]

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

CHICAGO, March 18, 2026.

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 1st Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (O2026-0023212), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2026. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/ Department	Account	Amount
Aldermanic Expense Account	0100	015/2301	9008	\$35,466

TO:

Purpose	Fund	Code/ Department	Account	Amount
Wage Allowance	0100	015/2301	0017	\$35,466

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 1 during said year.

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

TRANSFER OF YEAR 2026 FUNDS FROM 29TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[SO2026-0022545]

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

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning a transfer of funds within 29th Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (SO2026-0022545), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2026. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/ Department	Account	Amount
Aldermanic Expense Account	0100	015/2329	9008	\$8,500

TO:

Purpose	Fund	Code/ Department	Account	Amount
Wage Allowance	0100	015/2329	0017	\$8,500

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 29 during said year.

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

TRANSFER OF YEAR 2026 FUNDS FROM 41ST WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[SO2026-0023356]

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

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning a transfer of funds within 41st Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (SO2026-0023356), begs leave to

report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2026. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/ Department	Account	Amount
Aldermanic Expense Account	0100	015/2341	9008	\$32,000

TO:

Purpose	Fund	Code/ Department	Account	Amount
Wage Allowance	0100	015/2341	0017	\$32,000

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 41 during said year.

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

TRANSFER OF YEAR 2026 FUNDS FROM 45TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0022588]

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

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within 45th Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (O2026-0022588), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2026. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/ Department	Account	Amount
Aldermanic Expense Account	0100	015/2345	9008	\$20,000.00

TO:

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

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

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

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

REAPPOINTMENT OF CARLTON F. DANIELS-METZ AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2026-0023393]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of Carlton F. Daniels-Metz as a member of Special Service Area Number 18, the North Halsted Commission (A2026-0023393), introduced on February 18, 2026, 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 Carlton F. Daniels-Metz as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF KEARBY KAISER AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2026-0023400]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of Kearby Kaiser as a member of Special Service Area Number 18, the North Halsted Commission (A2026-0023400), introduced on February 18, 2026, 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 Kearby Kaiser as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF JOHN L. RATZENBERGER AS MEMBER OF LINCOLN SQUARE COMMISSION (SPECIAL SERVICE AREA NO. 21-2016).

[A2026-0023342]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of John L. Ratzenberger as a member of Special Service Area Number 21-2016, the Lincoln Square Commission (A2026-0023342), introduced on February 18, 2026, 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 John L. Ratzenberger as a member of the Lincoln Square Commission (Special Service Area Number 21-2016) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF MEGAN SCHNEIDER GIL AS MEMBER OF WEST LAKE VIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2026-0023343]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of Megan Schneider Gil as a member of Special Service Area Number 27, the West Lake View Commission (A2026-0023343), introduced on February 18, 2026, 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 Megan Schneider Gil as a member of the West Lake View Commission (Special Service Area Number 27) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF CHARLES J. STEWART AS MEMBER OF WEST LAKE VIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2026-0023354]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of Charles J. Stewart as a member of Special Service Area Number 27, the West Lake View Commission (A2026-0023354), introduced on February 18, 2026, 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 Charles J. Stewart as a member of the West Lake View Commission (Special Service Area Number 27) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF TATIANA WILLIAMS AS MEMBER OF AUBURN GRESHAM COMMISSION (SPECIAL SERVICE AREA NO. 32-2024).

[A2026-0023355]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the appointment of Tatiana Williams as a member of Special Service Area Number 32-2024, the Auburn Gresham Commission (A2026-0023355), introduced on February 18, 2026, 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 Tatiana Williams as a member of the Auburn Gresham Commission (Special Service Area Number 32-2024) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF CAROLINE O. SHOENBERGER AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2026-0023363]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of Caroline O. Shoenberger as a member of Special Service Area Number 48, the Old Town Commission (A2026-0023363), introduced on February 18, 2026, 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 Caroline O. Shoenberger as a member of the Old Town Commission (Special Service Area Number 48) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF DAVID RUDD AS MEMBER OF BRONZEVILLE COMMISSION
(SPECIAL SERVICE AREA NO. 56-2022).

[A2026-0023366]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the appointment of David Rudd as a member of Special Service Area Number 56-2022, the Bronzeville Commission (A2026-0023366), introduced on February 18, 2026, 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 David Rudd as a member of the Bronzeville Commission (Special Service Area Number 56-2022) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF SAIMA CAUSEVIC AS MEMBER OF ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2026-0023369]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of Saima Causevic as a member of Special Service Area Number 60, the Albany Park Commission (A2026-0023369), introduced on February 18, 2026, 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 Saima Causevic as a member of the Albany Park Commission (Special Service Area Number 60) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF ANDREW S. LEVIN AS MEMBER OF ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2026-0023388]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of Andrew S. Levin as a member of Special Service Area Number 60, the Albany Park Commission (A2026-0023388), introduced on February 18, 2026, 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 Andrew S. Levin as a member of the Albany Park Commission (Special Service Area Number 60) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF SARA T. LOPEZ AS MEMBER OF ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2026-0023390]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of Sara T. Lopez as a member of Special Service Area Number 60, the Albany Park Commission (A2026-0023390), introduced on February 18, 2026, 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 Sara T. Lopez as a member of the Albany Park Commission (Special Service Area Number 60) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF N. MARCIA JIMENEZ AS MEMBER OF SAUGANASH COMMISSION (SPECIAL SERVICE AREA NO. 62).

[A2026-0023392]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your *Committee* on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends *Approval* of the reappointment of N. Marcia Jimenez as a member of Special Service Area Number 62, the Sauganash Commission (A2026-0023392), introduced on February 18, 2026, 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 N. Marcia Jimenez as a member of the Sauganash Commission (Special Service Area Number 62) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

SUPPORT FOR RENEWAL OF CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
501 N. SACRAMENTO BLVD.

[O2025-0018794]

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

CHICAGO, March 12, 2026.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 12, 2026, recommends passage of an ordinance in support of Class 6(b) tax incentive for property at 501 North Sacramento Boulevard (O2025-0018794), 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 said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, Market Properties LLC, an Illinois limited liability company (the "Applicant"), is the owner of certain real estate located generally at 501 North Sacramento Boulevard, Chicago, Illinois 60612, as further described on Exhibit A hereto (the "Subject Property"), and has substantially rehabilitated an approximately 493,554-square-foot industrial facility thereon; and

WHEREAS, DWF Food & Paper Redistributors, Inc., an Illinois corporation that has overlapping ownership with the Applicant, is a tenant within the Subject Property; and

WHEREAS, On March 4, 2014, the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property within: (i) the City of Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (ii) the Kinzie Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City); and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the County Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance expressly stating, among other things, that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 3. The City supports and consents to the renewal of the Class 6(b) classification with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statements, as defined in the County Ordinance, have been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property.

Parcel One:

Lots 1 to 22, both inclusive, and the vacated private road east of and adjoining said Lots 1 to 22, both inclusive, together with that part of Lot 28 which lies west of a line that is 530 feet east of and parallel to the west line of Lots 1 to 17, both inclusive, and to a southward extension of said west line of Lots 1 to 17, both inclusive, all in Griffin's Subdivision of all of Lots 1 and 4 and also Lots 2 and 3 except the east 66 feet thereof all in Graydon and Carson's Subdivision of the east ½ of the northwest ¼ of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the right-of-way of the Chicago, Milwaukee and St. Paul Railway (except the west 300 feet of that part of said Lots 1 and 2 in said Graydon and Carson's Subdivision which lies north of a line drawn parallel to the south line of said Lot 2 from a point on the west line of said Lot 2 which is 305.44 feet south of the north corner of said Lot 1 and also except that part of said premises lying south of a line drawn east from a point on the west line of said Lot 22, 10 feet north of the southwest corner of said Lot 22 and at right angles to said west line), in Cook County, Illinois.

Parcel Two:

That part of Lots 2 and 3 of Graydon and Carson's Subdivision of the east ½ of the northwest ¼ of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the right-of-way of the Chicago, Milwaukee and St. Paul Railway Company (which also excludes a part of Griffin's Subdivision of all of Lots 1 and 4, also Lots 2 and 3, except the east 66 feet thereof, all in said Graydon and Carson's Subdivision)

described as follows: beginning at the point of intersection of the southwesterly line of lands of the Chicago, Milwaukee and St. Paul Railway Company with the east line of said Lot 2, which point of intersection is a corner of said Lot 2; and running thence northwesterly along said southwesterly line of said railroad lands, which line is also the northeasterly line of said Lot 2, a distance of 161.60 feet to an intersection with a line 530 feet east of and parallel to the west line of Lots 1 to 17 in said Griffin's Subdivision; thence south along said parallel line and southward extension thereof, a distance of 843.63 feet to its intersection with a line drawn east from and perpendicular to the west line of Lot 22 in said Griffin's Subdivision from a point thereof which is 10 feet north of the southwest corner of said south Lot 22; thence east along said perpendicular line, a distance of 43 feet; thence northeasterly, a distance of 104.33 feet to a point on a line 65 feet east of and parallel to the hereinbefore described parallel line, which point is 102 feet north of said perpendicular line; thence north along the last abovementioned parallel line, a distance of 512.40 feet; thence east along a line perpendicular to said last aforementioned parallel line, a distance of 75.85 feet to a point on the east line of said Lot 3 in Graydon and Carson's Subdivision which is 150 feet south of the place of beginning of this description; and thence north along said east line of said Lots 3 and 2, a distance of 150 feet to the point of beginning (except that part of the foregoing description, lying east of a line 66 feet west of the east line of Lot 3 in Graydon and Carson's Subdivision, extended north), in Cook County, Illinois.

Parcel Three:

That part of Lots 2 and 3 of Graydon and Carson's Subdivision of the east $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the right-of-way of the Chicago, Milwaukee and St. Paul Railway Company (which also includes a part of Griffin's Subdivision of all of Lots 1 and 4, also Lots 2 and 3, except the east 66 feet thereof, all in said Graydon and Carson's Subdivision) bounded by a line described as follows, to wit: commencing at a point on the west line of Lot 22 in said Griffin's Subdivision, which point is 10 feet north of the southwest corner of said Lot 22; thence easterly on a line perpendicular to the west line of said Lot 22, a distance of 505 feet, more or less, to the southeasterly corner of a strip of land conveyed by Griffin Wheel Company to Sprague, Warner and Company by deed dated September 29, 1941 and recorded in the Recorder's Office of Cook County, Illinois, as Document Number 12768767; thence southwesterly on a line making an angle of 70 degrees, 16 minutes, 25 seconds with said perpendicular line, a distance of 7.44 feet, more or less, to a point 7 feet south of said perpendicular line; thence westerly along a line 7 feet south of and parallel with said perpendicular line, a distance of 502.49 feet, more or less, to a point on the westerly line of Lot 22 which is 7 feet south of the point of beginning; thence northerly along said west line of Lot 22 to the point of beginning, in Cook County, Illinois.

**Permanent Real Estate Tax Index Numbers (PINs)
For The Subject Property:**

16-12-113-032-0000;

16-12-114-005-0000; and

16-12-114-013-0000.

COMMITTEE ON ETHICS AND GOVERNMENT OVERSIGHT.

APPOINTMENT OF BOB GLAVES AS MEMBER OF BOARD OF ETHICS.

[A2026-0023420]

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

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Ethics and Government Oversight, for which a meeting was held on March 16, 2026, recommends *Approval* of the following item (A2026-0023420) -- the appointment of Bob Glaves as a member of the Board of Ethics introduced on February 18, 2026 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment 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) MATTHEW J. MARTIN,
Chair.

On motion of Alderperson Martin, the committee's recommendation was *Concurred In* and the said proposed appointment of Bob Glaves as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF ESTHER NIEVES AS MEMBER OF BOARD OF ETHICS.
[A2026-0023419]

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

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Ethics and Government Oversight, for which a meeting was held on March 16, 2026, recommends *Approval* of the following item (A2026-0023419) -- the appointment of Esther Nieves as a member of the Board of Ethics introduced on February 18, 2026 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment 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) MATTHEW J. MARTIN,
Chair.

On motion of Alderperson Martin, the committee's recommendation was *Concurred In* and the said proposed appointment of Esther Nieves as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

APPOINTMENT OF SUSAN CAPPELLO AS DIRECTOR OF CHICAGO ANIMAL CARE AND CONTROL.

[A2026-0023751]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Susan Cappello as Director of Chicago Animal Care and Control (A2026-0023751), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 1 dissention.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Susan Cappello as Director of Chicago Animal Care and Control was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF LAUREN BURDETTE AS MEMBER OF CHICAGO ADVISORY COUNCIL ON EQUITY.

[A2026-0023402]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Lauren Burdette as a member of the Chicago Advisory Council on Equity (A2026-0023402), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Lauren Burdette as a member of the Chicago Advisory Council on Equity was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF DEANA G. LEWIS AS MEMBER OF CHICAGO ADVISORY COUNCIL ON EQUITY.

[A2026-0023404]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Deana G. Lewis as a member of the Chicago Advisory Council on Equity (A2026-0023404), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Deana G. Lewis as a member of the Chicago Advisory Council on Equity was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF SUFYAN SOHEL AS MEMBER OF CHICAGO ADVISORY COUNCIL ON EQUITY.

[A2026-0023403]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Sufyan Sohel as a member of the Chicago Advisory Council on Equity (A2026-0023403), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Sufyan Sohel as a member of the Chicago Advisory Council on Equity was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF ZEESHAN ALI AS MEMBER OF CHICAGO ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2026-0023410]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Zeeshan Ali as a member of the Chicago Advisory Council on LGBTQ+ Issues (A2026-0023410), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Zeeshan Ali as a member of the Chicago Advisory Council on LGBTQ+ Issues was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF JULIO FLORES AS MEMBER OF CHICAGO ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2026-0023407]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Julio Flores as a member of the Chicago Advisory Council on LGBTQ+ Issues (A2026-0023407), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Julio Flores as a member of the Chicago Advisory Council on LGBTQ+ Issues was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF ELLA JASSO AS MEMBER OF CHICAGO ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2026-0023408]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Ella Jasso as a member of the Chicago Advisory Council on LGBTQ+ Issues (A2026-0023408), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Ella Jasso as a member of the Chicago Advisory Council on LGBTQ+ Issues was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF EBBA SA AS MEMBER OF CHICAGO ADVISORY COUNCIL
ON LGBTQ+ ISSUES.

[A2026-0023412]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Ebba Sa as a member of the Chicago Advisory Council on LGBTQ+ Issues (A2026-0023412), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Ebba Sa as a member of the Chicago Advisory Council on LGBTQ+ Issues was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF JAHARI STAMPS AS MEMBER OF CHICAGO ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2026-0023409]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Jahari Stamps as a member of the Chicago Advisory Council on LGBTQ+ Issues (A2026-0023409), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Jahari Stamps as a member of the Chicago Advisory Council on LGBTQ+ Issues was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF CHAUNDRE WHITE AS MEMBER OF CHICAGO ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2026-0023411]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Chaundre White as a member of the Chicago Advisory Council on LGBTQ+ Issues (A2026-0023411), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Chaundre White as a member of the Chicago Advisory Council on LGBTQ+ Issues was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF WALIDAH G. BENNETT AS MEMBER OF
CHICAGO ADVISORY COUNCIL ON VETERANS.

[A2026-0023415]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Walidah G. Bennett as a member of the Chicago Advisory Council on Veterans (A2026-0023415), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Walidah G. Bennett as a member of the Chicago Advisory Council on Veterans was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF JAMES FLAGG AS MEMBER OF CHICAGO ADVISORY COUNCIL ON VETERANS.

[A2026-0023414]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of James Flagg as a member of the Chicago Advisory Council on Veterans (A2026-0023414), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of James Flagg as a member of the Chicago Advisory Council on Veterans was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF ROGELIO VILLA, JR. AS MEMBER OF CHICAGO ADVISORY COUNCIL ON VETERANS.

[A2026-0023413]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred a Mayoral appointment of Rogelio Villa, Jr. as a member of the Chicago Advisory Council on Veterans (A2026-0023413), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Rogelio Villa, Jr. as a member of the Chicago Advisory Council on Veterans was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

CALL ON UNITED STATES CONGRESS TO PASS MEDICARE FOR ALL ACT
OF 2025.

[R2025-0018946]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, March 17, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on March 10, 2026, and to which was referred the following item: call on United States Congress to pass Medicare for All Act of 2025 (R2025-0018946). The committee recommends that Your Honorable Body *Adopt* the proposed resolution which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Our society has a moral obligation to ensure health care for all its people; and

WHEREAS, Eleven percent (257,000) of Chicagoans under the age of 65 have no health insuranceⁱ; and

WHEREAS, Despite important gains made through the Affordable Care Act, 43% of working-age adults in the U.S. were inadequately insured in 2023, including 9% who were uninsured, 12% who had a gap in coverage over the past year, and 23% whose coverage did not provide affordable access to health careⁱⁱ; and

WHEREAS, The COVID pandemic underscored the weakness and inequality of the U.S. for-profit health care: with under 5% of the world's population, the U.S. suffered 16% of the world's COVID deathsⁱⁱⁱ; millions in the U.S. lost their employer sponsored insurance; and people of color in Chicago suffered disproportionately higher rates of infection and mortality -- up to 80% higher; and

WHEREAS, The typical non-elderly family in the U.S. spends \$5,600 per year out of pocket on health care premiums, deductibles, co-pays, co-insurance and uncovered care, and federal and state taxes for health programs, placing a substantial financial burden on moderate-income households who do not qualify for Medicaid^{iv}; and

WHEREAS, Many people delay seeking needed health care because they cannot afford the upfront costs, leading to a sicker and poorer population; and

WHEREAS, The ever-increasing costs of health care -- including over Six Hundred Million Dollars annually to provide health insurance for City of Chicago employees -- challenge our already strapped state and municipal budgets; and

ⁱ U.S. Census, Quick Facts Chicago, Illinois.

ⁱⁱ The State of U.S. Health Insurance in 2024, The Commonwealth Fund, <https://www.commonwealthfund.org/publications/surveys/2024/nov/state-health-insurance-coverage-us-2024-biennial-survey>

ⁱⁱⁱ Reported Cases and Deaths by Country or Territory, Worldometer, <https://www.worldometers.info/coronavirus/#countries>

^{iv} KFF, <https://www.healthsystemtracker.org/household-health-spending-calculator/>

WHEREAS, Our complex and confusing for-profit health care financing system often results in Chicagoans receiving large, unexpected bills, calls from debt collectors, and in some cases bankruptcy; and

WHEREAS, U.S. healthcare outcomes include glaring racial inequalities that are due in part to the system's unequal and complex access to care; however, in those parts of U.S. healthcare where access is universal, such as Medicare, the VA, and dialysis, health care outcomes for people of color match and even exceed those of Whites; and

WHEREAS, The Medicare for All Act of 2025 (H.R. 3069/S. 1506) will provide national health insurance for every person living in the United States, covering all necessary primary, preventative and medical care; including hospital, surgical, and outpatient services; prescription drugs, mental health and substance abuse treatment; emergency services; reproductive care; dental, hearing and vision care; and long-term care; from birth to death; and

WHEREAS, The Medicare for All Act of 2025 will provide this care without co-pays, deductibles, or other out-of-pocket costs, and will eliminate most prior authorization delays, reduce bureaucracy, protect the doctor-patient relationship, and assure patients a free choice of providers and hospitals; and

WHEREAS, Medicare for All will guarantee that all Chicago and other U.S. residents will be fully covered for health care anywhere in the United States, regardless of employment status, marital status, citizenship status, income, age, or geography; and

WHEREAS, Recent polls show that two thirds of Americans support Medicare for All^v; now, therefore,

Be It Resolved, That we, the members of the Chicago City Council, enthusiastically support the Medicare for All Act of 2025 (H.R. 3069 and S. 1506) and call on our federal legislators to work toward its swift enactment to ensure equal access to high-quality health care for all who reside in the United States.

^v The Hill, Poll: 69 percent of voters support Medicare for All, 4/24/2020, <https://thehill.com/hilltv/what-americas-thinking/494602-poll-69-percent-of-voters-support-medicare-for-all/>

COMMITTEE ON HOUSING AND REAL ESTATE.

**APPOINTMENT OF ALISA S. RODRIGUEZ AS MEMBER OF CHICAGO
LOW-INCOME HOUSING TRUST FUND BOARD.**

[A2026-0023421]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an appointment from Mayor Brandon Johnson for the appointment of Alisa S. Rodriguez as a member of Chicago Low-Income Housing Trust Fund Board (A2026-0023421), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

The recommendation was approved by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

On motion of Alderperson Sigcho-Lopez, the committee's recommendation was *Concurred In* and the said proposed appointment of Alisa S. Rodriguez as a member of the Chicago Low-Income Housing Trust Fund Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

SALE OF CITY-OWNED PROPERTY AT 3540 -- 3546 N. AVONDALE AVE. TO
BRIAN AND AUDREY CARL UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0023317]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 3540 -- 3546 North Avondale Avenue to Brian and Audrey Carl under ChiBlockBuilder platform (30th Ward) (O2026-0023317), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

WHEREAS, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for community open space, with the goal of attracting residents, non-profit organizations, and businesses to fence and manage vacant property for local neighborhood activities; and

WHEREAS, The Department accepted applications for the City Lots beginning on October 1, 2025, and ending on November 17, 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, 30th and November 6th and 13th, 2025; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, non-profit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, There were no other applicants for the City Lots; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

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

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

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

SECTION 2. The City Council hereby approves the sale of each City Lot in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Open Space Project; Restriction On Conveyance. Buyer shall: (a) improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot.

These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. Additionally, no biosolids or biosolids-based products may be imported to the Property from a wastewater treatment facility or other source if the Property is currently used for or is intended to be used for urban agriculture or cultivation of produce for human consumption due to the potential presence of Per- and Polyfluoroalkyl Substances, also known as PFAS contamination, in sewage sludge. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

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

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

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

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

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

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

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

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

Exhibit "A".

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 2 (except that part of the land lying east of a line drawn from a point on the northeast line of Lot 2 aforesaid 66 feet from the southeast corner of Lot 1 to a point on the south line of Lot 1 which is 34 feet west of the southeast corner thereof, taken for road purposes) in Block 2 in Turek's Resubdivision of Block 12 in K. K. Jones Subdivision of the north ½ of the southwest ¼ of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3546 North Avondale Avenue
Chicago, Illinois 60618.

Permanent Index Number:

13-23-303-010-0000.

Buyers:

Brian and Audrey Carl.

Ward/Community Area:

30/Avondale.

TIF Area:

None.

Size/Zoning:

RS3/1,386.

Market Value ("as is"):

\$41,574.

Purchase Price (10% of Market Value):

\$4,157.

Open Space Project:

Brian and Audrey Carl bought their home at 3550 North Avondale Avenue in 2020. Since then, they have been maintaining the odd-shaped, unbuildable, land adjacent to their home. They plan to repair the existing fence and to continue maintaining the lots, including keeping snow and ice clear as a pathway to the nearby Addison Blue Line stop. Their budget is approximately \$9,000.

City Lot 2.

Lot 1 (except that part of the land lying east of a line drawn from a point on the northeast line of Lot 2, 66 feet from the southeast corner of Lot 1 aforesaid to a point on the south line of Lot 1 aforesaid which is 34 feet west of the southeast corner thereof, taken for road purposes) in Block 2 in Turek's Resubdivision of Block 12 in K. K. Jones Subdivision of the north ½ of the southwest ¼ of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3540 North Avondale Avenue
Chicago, Illinois 60618.

Permanent Index Number:

13-23-303-011-0000.

Buyers:

Brian and Audrey Carl.

Ward/Community Area:

30/Avondale.

TIF Area:

None.

Size/Zoning:

RS3/1,295.

Market Value ("as is"):

\$38,849.

Purchase Price (10% of Market Value):

\$3,885.

Open Space Project:

Brian and Audrey Carl bought their home at 3550 North Avondale Avenue in 2020. Since then, they have been maintaining the odd-shaped, unbuildable, land adjacent to their home. They plan to repair the existing fence and to continue maintaining the lots, including keeping snow and ice clear as a pathway to the nearby Addison Blue Line stop. Their budget is approximately \$9,000.

SALE OF CITY-OWNED PROPERTY AT 4941 S. FORRESTVILLE AVE. TO
JACOBDA BUILDER, INC. UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0023310]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 4941 South Forrestville Avenue to JacobDaBuilder, Inc. under ChiBlockBuilder platform (4th Ward) (O2026-0023310), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of 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. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the property identified on Exhibit A attached hereto (the "City Property") for sale on ChiBlockBuilder for market rate development during the application period beginning on April 1, 2025 and ending on May 16, 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 April 1, 8, 15 and 29, 2025; and

WHEREAS, Applicants for properties advertised for market rate development are expected to offer the listed market value or more, though the Department will consider discounted purchase prices for proposals that provide significant public benefits, such as a community or institutional development project; and

WHEREAS, The Department evaluated the applications for the City Property based on a number of factors, including the development team's experience, clarity and financial feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, project readiness, purchase price, public benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected Joseph Dochee, the 100% owner of JacobDaBuilder, Inc., a(n) Illinois corporation ("Buyer"), for the sale of the City Property for the construction of (1) three-story plus basement residential masonry building with

three (3) dwelling units (one 4-bedroom/3-bedroom unit and two 3-bedroom/2-bathroom units) and one (1) garage with three (3) parking spaces, as depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, The Department's evaluation of the other applications for the City Property and reasons for selecting the Buyer are summarized on Exhibit C attached hereto; and

WHEREAS, The market value of the City Property as of December 13, 2025, as determined by CBRE, is \$59,394.00 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is \$680,000.00; and

WHEREAS, The Buyer offered to purchase the City Property for the Purchase Price, and the Department desires to convey the City Property to the Buyer for the Purchase Price, subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The construction of in-fill housing on vacant City land exemplifies best practices in urban planning by leveraging existing infrastructure, reducing sprawl, strengthening neighborhood vitality, and expanding available housing stock in transit-served areas; 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 Property in its "as is" condition to Buyer, or to an entity of which Buyer is the sole controlling party or which is comprised of the same principal parties, or to an affiliate of Buyer approved by the Department (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;
- (c) Buyer Entity must submit to the Department, and the Department must approve, the final budget and proof of financing for the Project;

- (d) Buyer Entity must submit to the Department, and the Department must approve, such closing checklist due diligence documents as the Corporation Counsel may request, such as a pro forma title policy, survey and corporate organization and authority documents; and
- (e) Buyer Entity must submit to the Cook County Assessor (or to the title company closing the transaction for delivery to the Cook County Assessor) a letter notifying the Assessor pursuant to 35 ILCS 200/15-20 that there has been a change in use and ownership of the City Property and submit evidence thereof to the Department.

If the Buyer Entity fails to close on the acquisition of the City 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 ("Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Buyer Entity must 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 in substantially the form attached hereto as Exhibit D (the "Deed"), conveying the City Property to the Buyer Entity, provided the Deed may be modified as necessary to facilitate financing of the Project, subject to review and approval of the Corporation Counsel.

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

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

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

[Exhibit "B" referred to in this ordinance printed
on pages 41500 through 41504
of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Property.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Ward/Community Area	4 th /Grand Boulevard
TIF Area	None
Approximate Size	Parcel 1: 25 feet x 125 feet and 3,126 ft ²
Current Zoning	RM5
Proposed Zoning	Not Applicable
ZBA Approval	Not Applicable

Parcel 1:

Lot 8 in Pearce's Second Addition to Chicago in the northeast ¼ of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4941 South Forrestville Avenue
Chicago, Illinois 60615.

Permanent Index Number:

20-10-218-013-0000.

Exhibit "C".
(To Ordinance)

Competing Proposals.

Applicant	Status	Application Type	Decision
Joseph Dochee (JacobDaBuilder, Inc.)	Accepted	Market rate housing	Experienced development team, strong application with site specific plans.
Applicant Number 2	Declined	Market rate housing	Proposed plan not in adherence with surrounding development context.

Exhibit "D".
(To Ordinance)

Form Of Deed.

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$59,394.00, and other good and valuable consideration, conveys and quitclaims all right, title and interest in the real property legally described on (Sub)Exhibit A attached hereto ("City Property"), pursuant to ordinance [ordinance number _____] adopted by the City Council of the City ("City Council") on _____, _____, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to JacobDaBuilder, Inc. a(n) Illinois corporation ("Grantee"), having a principal business address of 7959 Northwoods Drive, Frankfort, Illinois 60423.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land

and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve City Land; Restriction On Conveyance.** Grantee: (a) shall improve the City Property with one (1) three-story plus basement residential masonry building with three (3) dwelling units (one 4-bedroom/3-bathroom unit and two 3-bedroom/2-bathroom units) and one (1) garage with three (3) parking spaces (the "Project"), in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department"), provided the Department, in its sole discretion, may approve modifications upon written request; (b) shall commence construction of the Project within 6 months of the date of this deed, and complete construction of the Project within 12 months after the construction commencement date, provided that plantings may be delayed for an additional 6 months if consistent with good landscaping practices, and further provided that the Department, in its sole discretion, may extend the construction commencement and completion dates upon written request; (c) until construction of the Project is completed, Grantee may not, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate, or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property; or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for the acquisition and construction financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City 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 and take possession of the City Property, terminate the estate conveyed to the Grantee, and revert title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such reversion of title. The foregoing covenants shall expire upon completion of the Project.
2. **Environmental Documents Review.** The City, acting through its Department of Fleet and Facility Management ("DFFM"), 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 Property. Grantee acknowledges and agrees that Grantee has previously received a summary of DFFM'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 DFFM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DFFM'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 City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DFFM's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City 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 City Property.

4. **Historic Contamination Of Urban Land.** Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils," EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City 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 City 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 City Property is being conveyed, and Grantee accepts the City 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 City Property or the suitability of the City Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee 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.
6. **Release Of City.** Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and

expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation: (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property; and (ii) 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 City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

City of Chicago, an Illinois municipal corporation and home rule unit of government

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy

on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

Notary Public

This Instrument Was Prepared By:

Mail Deed And Subsequent Tax Bills To:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

JacobDaBuilder, Inc.
7959 Northwoods Drive
Frankfort, Illinois 60423

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes
Exhibit "A" to ordinance and printed on
page 41493 of this *Journal*.]

Statement By Grantor And Grantee.

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a

person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature _____
[Agent]
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 2026.

Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2026.

Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

Exhibit "B".
(To Ordinance)

Drawings And Elevations.
(Page 1 of 5)

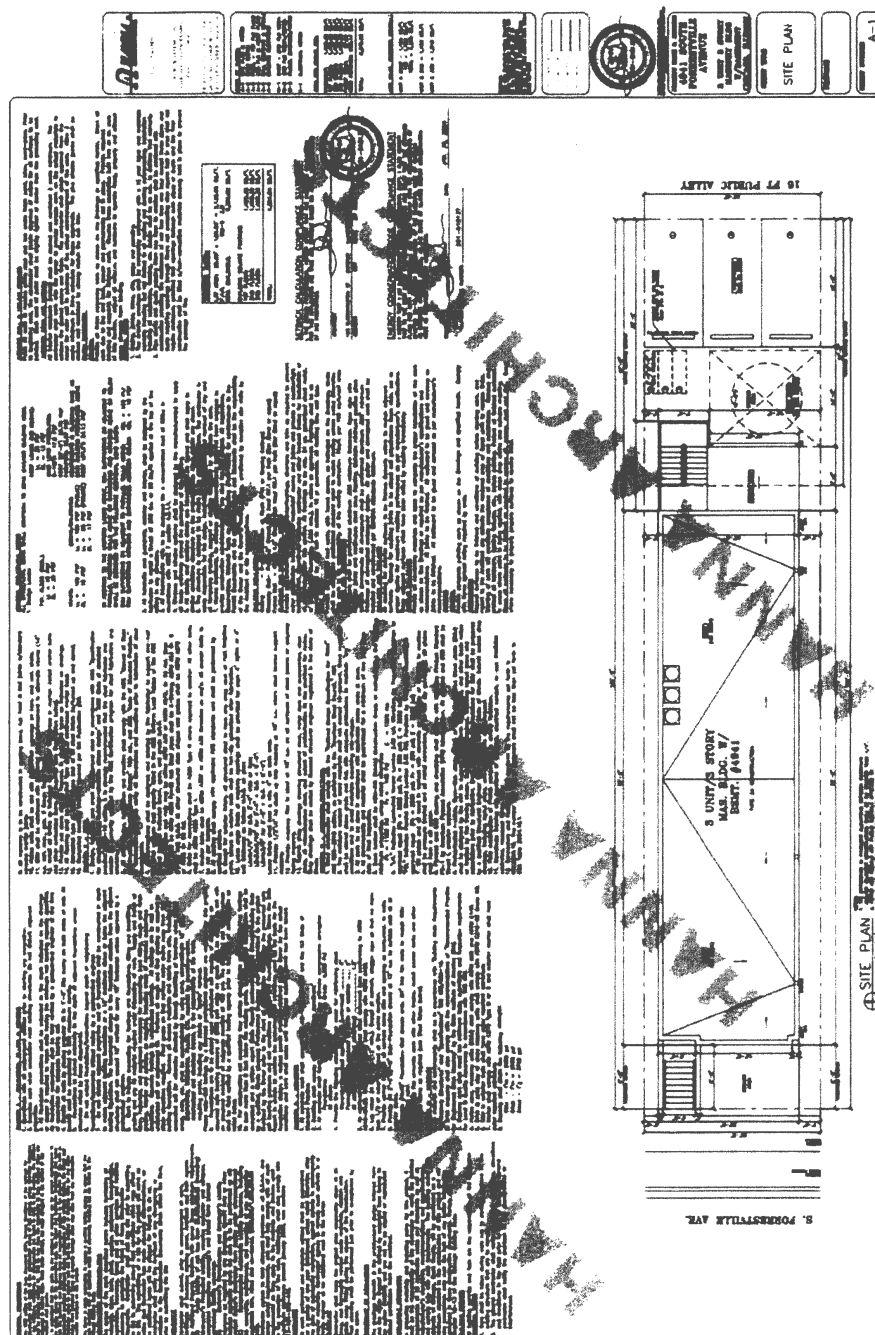


Exhibit "B".
(To Ordinance)

Drawings And Elevations.
(Page 2 of 5)

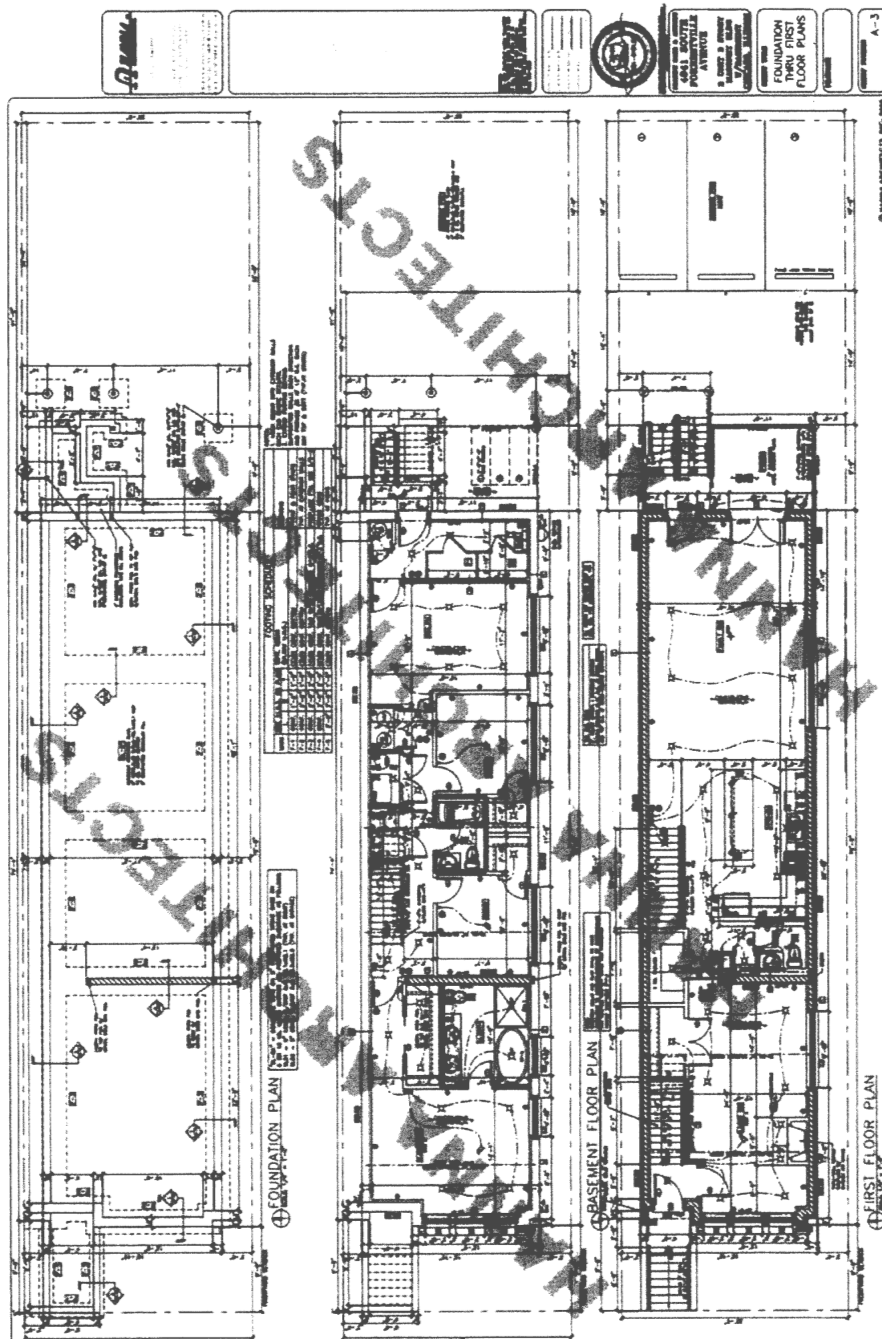


Exhibit "B".
(To Ordinance)

Drawings And Elevations.
(Page 4 of 5)

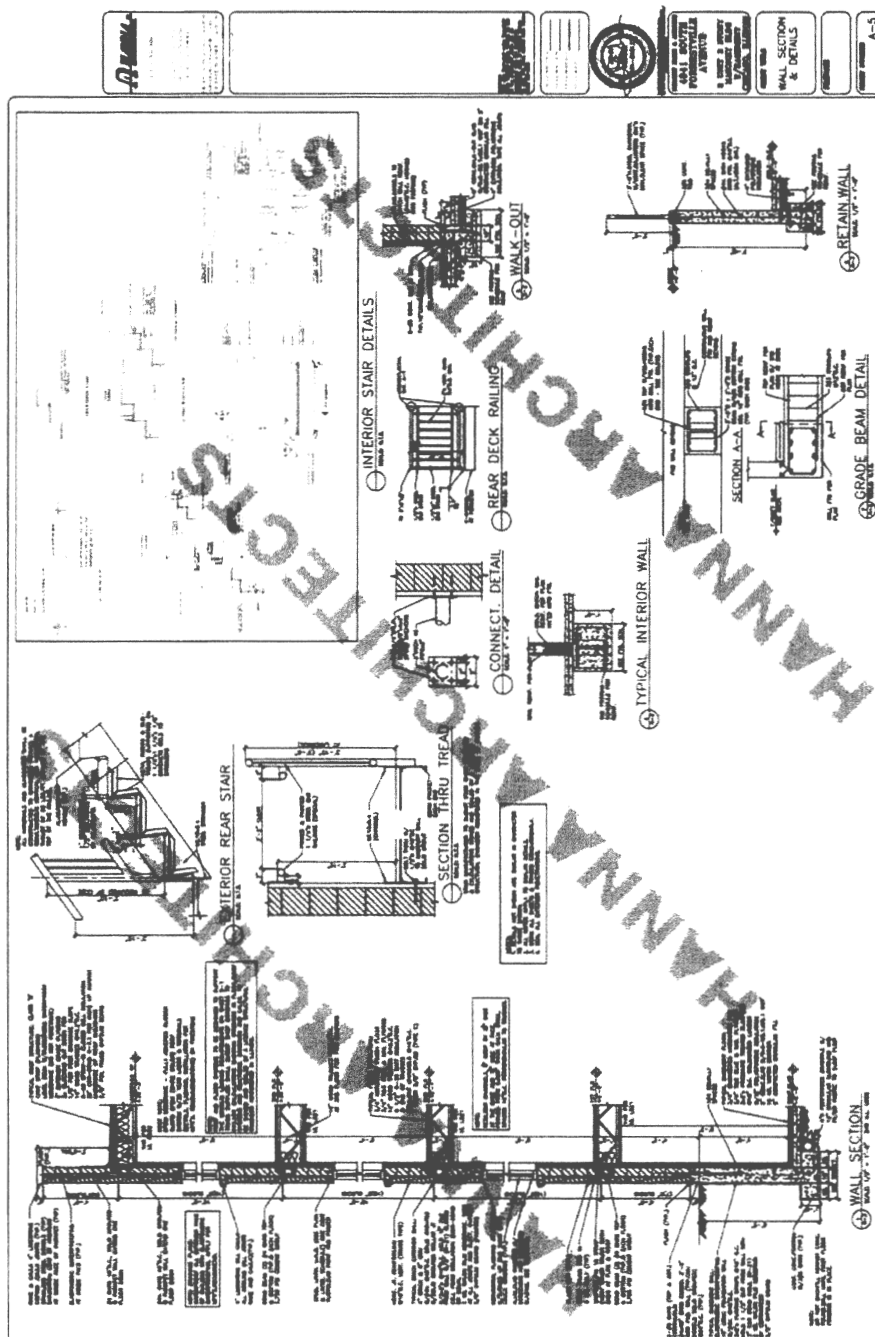
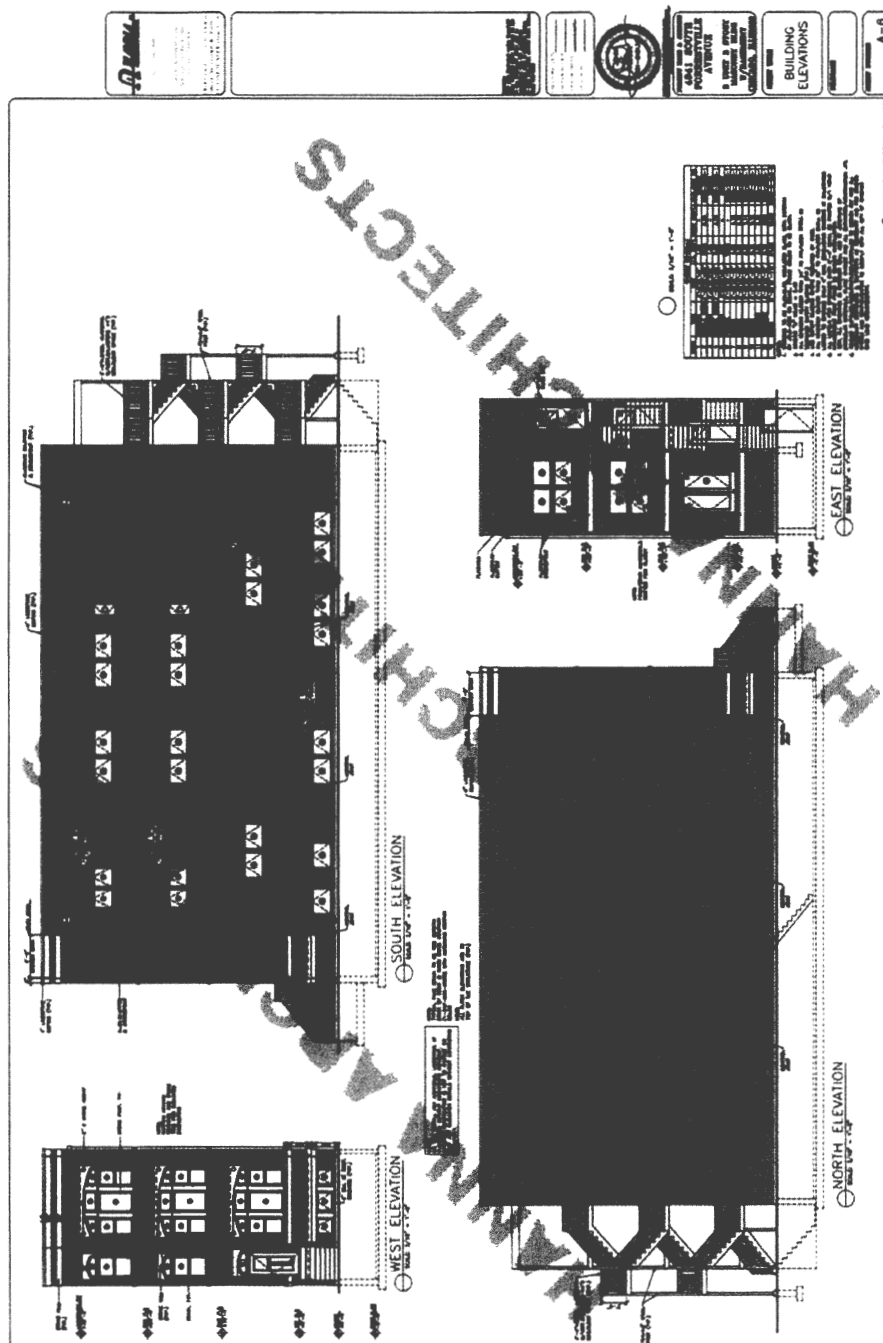


Exhibit "B".
(To Ordinance)

Drawings And Elevations.
(Page 5 of 5)



SALE OF CITY-OWNED PROPERTY AT 4627 S. PRAIRIE AVE. TO
JACOBDAUILDER, INC. UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0023308]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 4627 South Prairie Avenue to JacobDaBuilder, Inc. under ChiBlockBuilder platform (3rd Ward) (O2026-0023308), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of 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. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the property identified on Exhibit A attached hereto (the "City Property") for sale on ChiBlockBuilder for market rate development during the application period beginning on April 1, 2025 and ending on May 16, 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 April 1, 8, 15 and 29; and

WHEREAS, Applicants for properties advertised for market rate development are expected to offer the listed market value or more, though the Department will consider discounted purchase prices for proposals that provide significant public benefits, such as a community or institutional development project; and

WHEREAS, The Department evaluated the applications for the City Property based on a number of factors, including the development team's experience, clarity and financial feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, project readiness, purchase price, public benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected JacobDaBuilder Inc., an Illinois corporation ("Buyer"), for the sale of the City Property for the construction of one (1) three-story residential masonry building with three (3) dwelling units (three 3-bedroom/2-bathroom units) and a parking pad with two (2) parking spaces, as depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, There were no other applications for the City Property; and

WHEREAS, The market value of the City Property as of December 13, 2025, as determined by CBRE, is \$76,400.00 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is \$680,000.00; and

WHEREAS, The Buyer offered to purchase the City Property for the Purchase Price, and the Department desires to convey the City Property to the Buyer for the Purchase Price, subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The construction of in-fill housing on vacant City land exemplifies best practices in urban planning by leveraging existing infrastructure, reducing sprawl, strengthening neighborhood vitality, and expanding available housing stock in transit-served areas; 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 Property in its "as is" condition to Buyer, or to an entity of which Buyer is the sole controlling party or which is comprised of the same principal parties, or to an affiliate of Buyer approved by the Department (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;
- (c) Buyer Entity must submit to the Department, and the Department must approve, the final budget and proof of financing for the Project;
- (d) Buyer Entity must submit to the Department, and the Department must approve, such closing checklist due diligence documents as the Corporation Counsel may request, such as a pro forma title policy, survey and corporate organization and authority documents; and

- (e) Buyer Entity must submit to the Cook County Assessor (or to the title company closing the transaction for delivery to the Cook County Assessor) a letter notifying the Assessor pursuant to 35 ILCS 200/15-20 that there has been a change in use and ownership of the City Property and submit evidence thereof to the Department.

If the Buyer Entity fails to close on the acquisition of the City 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 ("Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Buyer Entity must 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 in substantially the form attached hereto as Exhibit C (the "Deed"), conveying the City Property to the Buyer Entity, provided the Deed may be modified as necessary to facilitate financing of the Project, subject to review and approval of the Corporation Counsel.

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

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

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

[Exhibit "B" referred to in this ordinance printed
on pages 41515 through 41518
of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Property.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Ward/Community Area	3/Grand Boulevard
TIF Area	47 th and King Drive
Approximate Size	3,040.23 SF
Current Zoning	RM5
Proposed Zoning	RM5
ZBA Approval	Not Applicable

Parcel 1:

Lot 4 except the east 25 feet thereof taken for railroad in the subdivision of Lots 14, 15 and the south 12½ feet of Lot 13 in L.W. Stone's Subdivision of the north ½ of the southwest ¼ of the southeast ¼ of the southwest ¼ of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4627 South Prairie Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-322-009-0000.

Exhibit "C".
(To Ordinance)

Form Of Deed.

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$76,400.00, and other good and valuable

consideration, conveys and quitclaims all right, title and interest in the real property legally described on (Sub)Exhibit A attached hereto ("City Property"), pursuant to ordinance [ordinance number _____] adopted by the City Council of the City ("City Council") on _____, _____, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to JacobDaBuilder, Inc., an Illinois corporation ("Grantee"), having a principal business address of 7959 Northwoods Drive, Frankfort, Illinois 60423.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Land; Restriction On Conveyance. Grantee: (a) shall improve the City Property with one (1) three-story residential masonry building with three (3) dwelling units (three 3-bedroom/2-bathroom units) and a parking pad with two (2) parking spaces (the "Project"), in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department"), provided the Department, in its sole discretion, may approve modifications upon written request; (b) shall commence construction of the Project within sixty (60) days of the date of this deed, and complete construction of the Project within two hundred and forty (240) days after the construction commencement date, provided that the Department, in its sole discretion, may extend the construction commencement and completion dates upon written request; (c) until construction of the Project is completed, may not, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate, or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property, excluding the sale of individual dwelling units in the ordinary course of development; or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for the acquisition and construction financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City 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 and take possession of the City Property, terminate the estate conveyed to the Grantee, and revert title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such reversion of title. The foregoing covenants shall expire upon completion of the Project.

2. **Environmental Documents Review.** The City, acting through its Department of Fleet and Facility Management ("DFFM"), 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 Property. Grantee acknowledges and agrees that Grantee has previously received a summary of DFFM'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 DFFM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DFFM'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 City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DFFM's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City 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 City Property.
4. **Historic Contamination Of Urban Land.** Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils," EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City 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 City 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 City Property is being conveyed, and Grantee accepts the City 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 City Property or the suitability of the City Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee 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.

6. Release Of City. Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation: (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property; and (ii) 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 City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

City of Chicago, an Illinois municipal
corporation and home rule unit of
government

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

JacobDaBuilder, Inc.
7959 Northwoods Drive
Frankfort, Illinois 60423

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes
Exhibit "A" to ordinance and printed on
page 41509 of this *Journal*.]

Statement By Grantor And Grantee.

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature _____
[Agent]
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 2026.

Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2026.

Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 1 of 4)

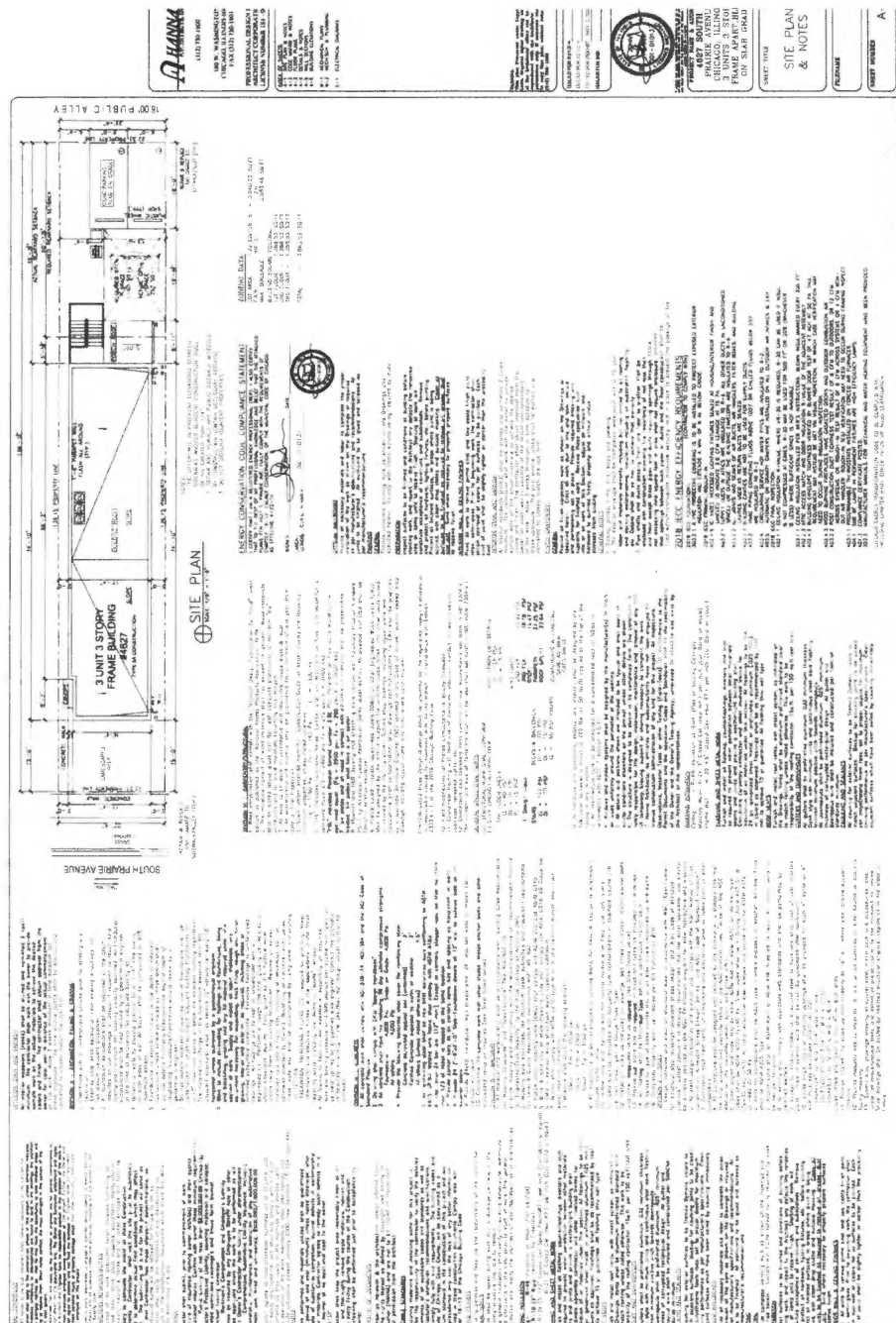


Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 2 of 4)

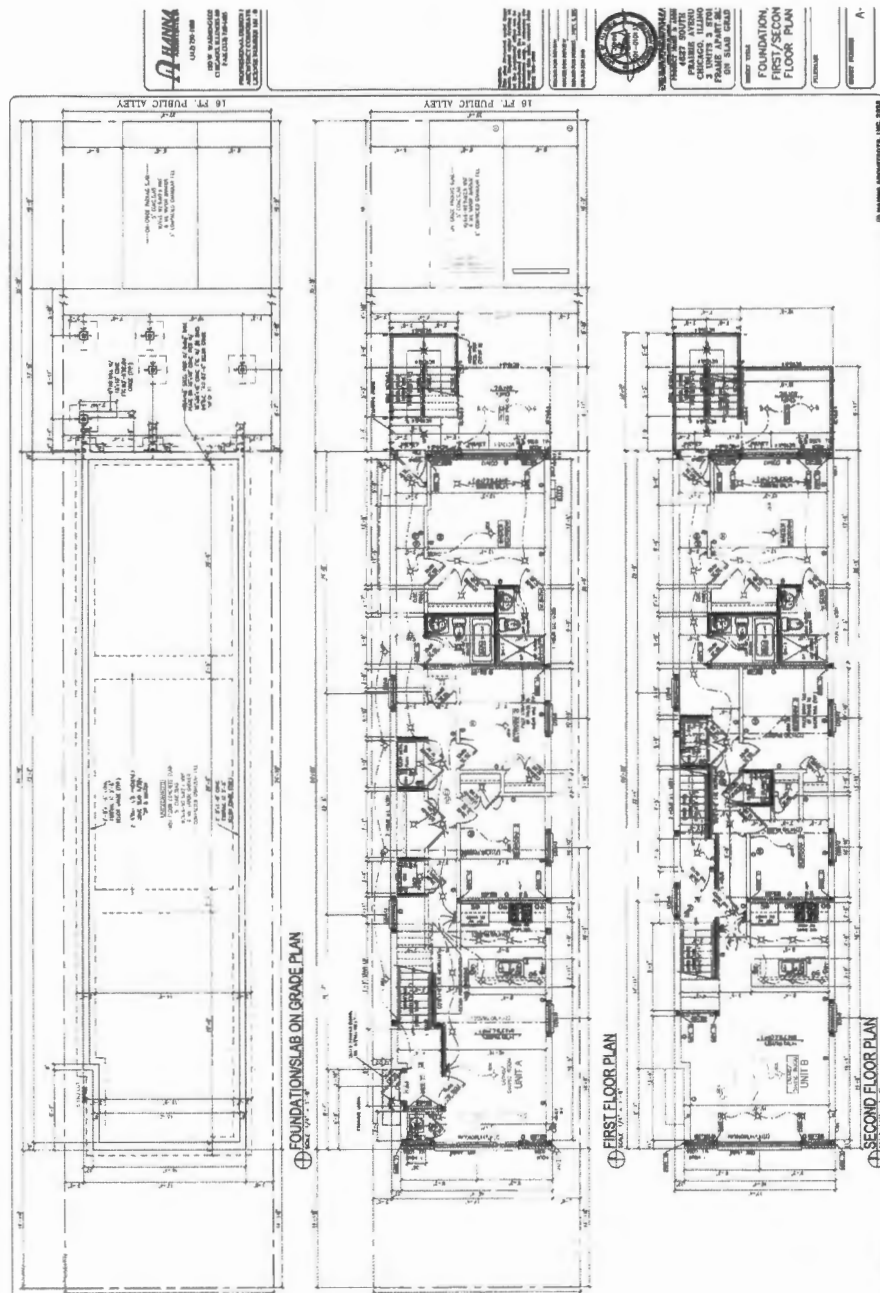
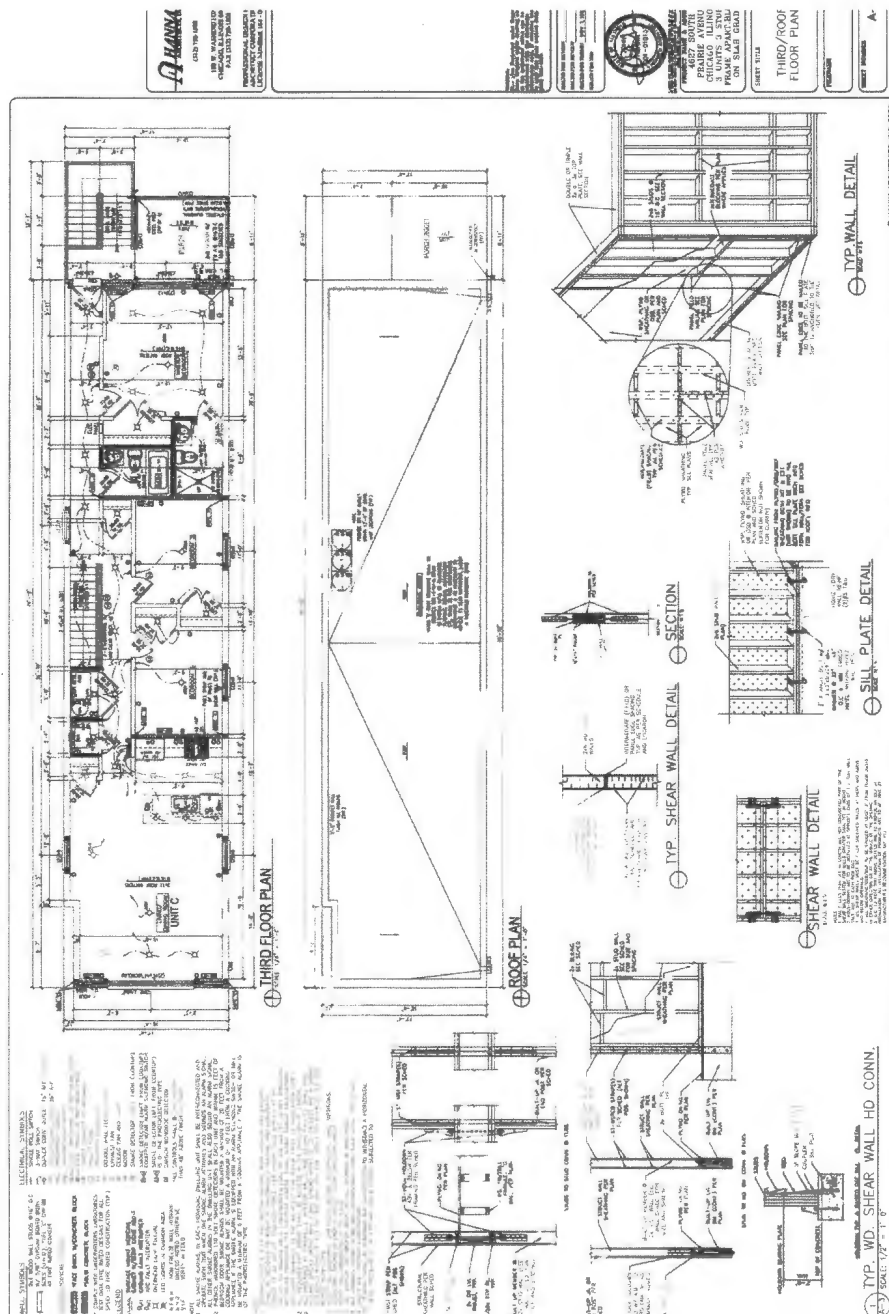


Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 3 of 4)



SALE OF CITY-OWNED PROPERTY AT 4822 S. ST. LAWRENCE AVE. TO
JACOBDA BUILDER, INC. UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0023309]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 4822 South St. Lawrence Avenue to JacobDaBuilder, Inc. under ChiBlockBuilder platform (4th Ward) (O2026-0023309), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of 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. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the property identified on Exhibit A attached hereto (the "City Property") for sale on ChiBlockBuilder for market rate development during the application period beginning on April 1, 2025 and ending on May 16, 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 April 1, 8, 15, 22, 29 and May 6 and 13, 2025; and

WHEREAS, Applicants for properties advertised for market rate development are expected to offer the listed market value or more, though the Department will consider discounted purchase prices for proposals that provide significant public benefits, such as a community or institutional development project; and

WHEREAS, The Department evaluated the applications for the City Property based on a number of factors, including the development team's experience, clarity and financial feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, project readiness, purchase price, public benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected JacobDaBuilder Inc., an Illinois corporation ("Buyer"), for the sale of the City Property for the construction of one (1) three-story plus basement residential masonry building with three (3) dwelling units (one 4-bedroom/3-bathroom unit and two 3-bedroom/2-bathroom units) and one (1) garage with three (3) parking spaces, as depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, There were no other applications for the City Property; and

WHEREAS, The market value of the City Property as of December 7, 2025, as determined by CBRE, is \$59,546.00 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is \$680,000.00; and

WHEREAS, The Buyer offered to purchase the City Property for the Purchase Price, and the Department desires to convey the City Property to the Buyer for the Purchase Price, subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The construction of in-fill housing on vacant City land exemplifies best practices in urban planning by leveraging existing infrastructure, reducing sprawl, strengthening neighborhood vitality, and expanding available housing stock in transit-served areas; 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 Property in its "as is" condition to Buyer, or to an entity of which Buyer is the sole controlling party or which is comprised of the same principal parties, or to an affiliate of Buyer approved by the Department (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;
- (c) Buyer Entity must submit to the Department, and the Department must approve, the final budget and proof of financing for the Project;
- (d) Buyer Entity must submit to the Department, and the Department must approve, such closing checklist due diligence documents as the Corporation Counsel may request, such as a pro forma title policy, survey and corporate organization and authority documents; and

- (e) Buyer Entity must submit to the Cook County Assessor (or to the title company closing the transaction for delivery to the Cook County Assessor) a letter notifying the Assessor pursuant to 35 ILCS 200/15-20 that there has been a change in use and ownership of the City Property and submit evidence thereof to the Department.

If the Buyer Entity fails to close on the acquisition of the City 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 ("Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Buyer Entity must 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 in substantially the form attached hereto as Exhibit C (the "Deed"), conveying the City Property to the Buyer Entity, provided the Deed may be modified as necessary to facilitate financing of the Project, subject to review and approval of the Corporation Counsel.

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

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

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

[Exhibit "B" referred to in this ordinance printed
on pages 41529 through 41533
of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Property.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Ward/Community Area	4/Grand Boulevard
TIF Area	None
Approximate Size	3,125 SF
Current Zoning	RM5
Proposed Zoning	RM5
ZBA Approval	Not Applicable

Parcel 1:

The north twenty-five (25) feet of Lot five (5) in Block one (1) in Snow and Dickinson's Subdivision of the southeast ¼ of the northwest quarter of the northeast ¼ of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4822 South St. Lawrence Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-10-210-025-0000.

Exhibit "C".
(To Ordinance)

Form Of Deed.

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$59,546.00, and other good and valuable

consideration, conveys and quitclaims all right, title and interest in the real property legally described on (Sub)Exhibit A attached hereto ("City Property"), pursuant to ordinance [ordinance number _____] adopted by the City Council of the City ("City Council") on _____, _____, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to JacobDaBuilder, Inc., an Illinois corporation ("Grantee"), having a principal business address of 7959 Northwoods Drive, Frankfort, Illinois 60432.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve City Land; Restriction On Conveyance.** Grantee: (a) shall improve the City Property with one (1) three-story residential masonry building with three (3) dwelling units (three 3-bedroom/2-bathroom units) and a parking pad with two (2) parking spaces (the "Project"), in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department"), provided the Department, in its sole discretion, may approve modifications upon written request; (b) shall commence construction of the Project within sixty (60) days of the date of this deed, and complete construction of the Project within two hundred and forty (240) days after the construction commencement date, provided that the Department, in its sole discretion, may extend the construction commencement and completion dates upon written request; (c) until construction of the Project is completed, may not, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate, or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property, excluding the sale of individual dwelling units in the ordinary course of development; or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for the acquisition and construction financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City 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 and take possession of the City Property, terminate the estate conveyed to the Grantee, and revert title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such reversion of title. The foregoing covenants shall expire upon completion of the Project.

2. **Environmental Documents Review.** The City, acting through its Department of Fleet and Facility Management ("DFFM"), 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 Property. Grantee acknowledges and agrees that Grantee has previously received a summary of DFFM'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 DFFM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DFFM'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 City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DFFM's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City 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 City Property.
4. **Historic Contamination Of Urban Land.** Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils," EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City 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 City 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 City Property is being conveyed, and Grantee accepts the City 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 City Property or the suitability of the City Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee 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.

6. Release Of City. Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation: (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property; and (ii) 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 City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

City of Chicago, an Illinois municipal
corporation and home rule unit of
government

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

JacobDaBuilder Inc.
7959 Northwoods Drive
Frankfort, Illinois 60423

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes
Exhibit "A" to ordinance and printed on
page 41523 of this *Journal*.]

Statement By Grantor And Grantee.

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature _____
[Agent]
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 2026.

Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2026.

Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 1 of 5)

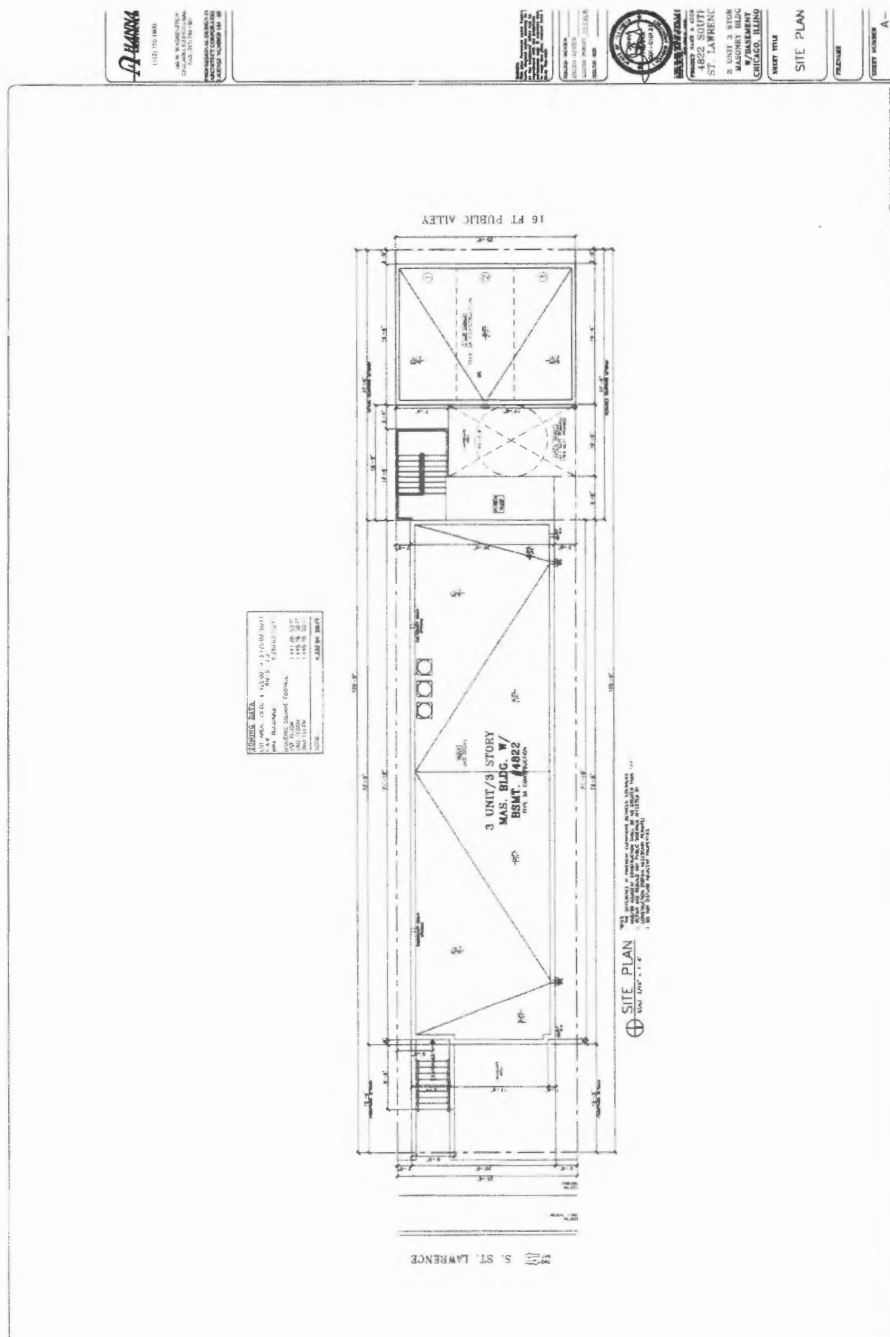


Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 2 of 5)

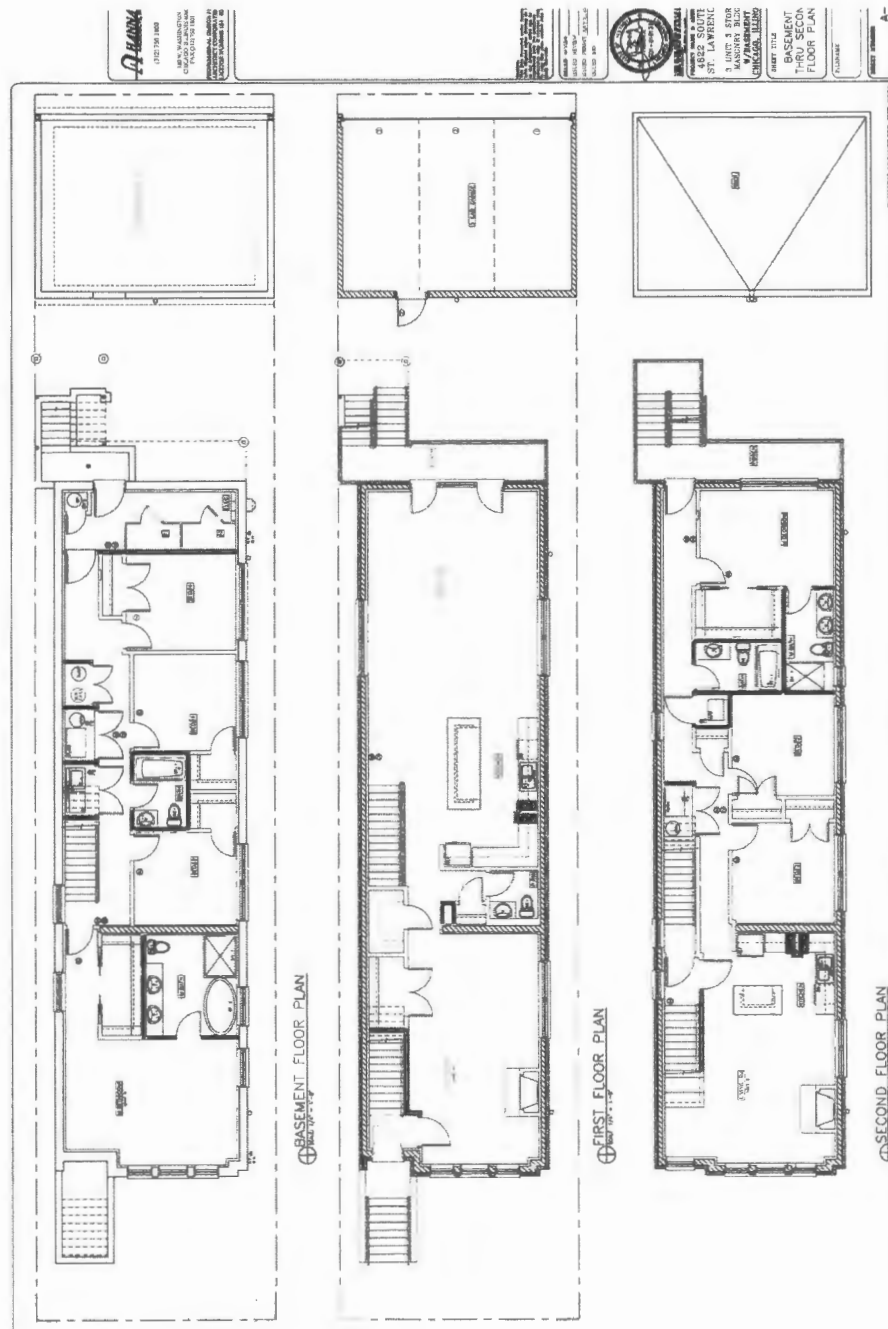


Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 3 of 5)

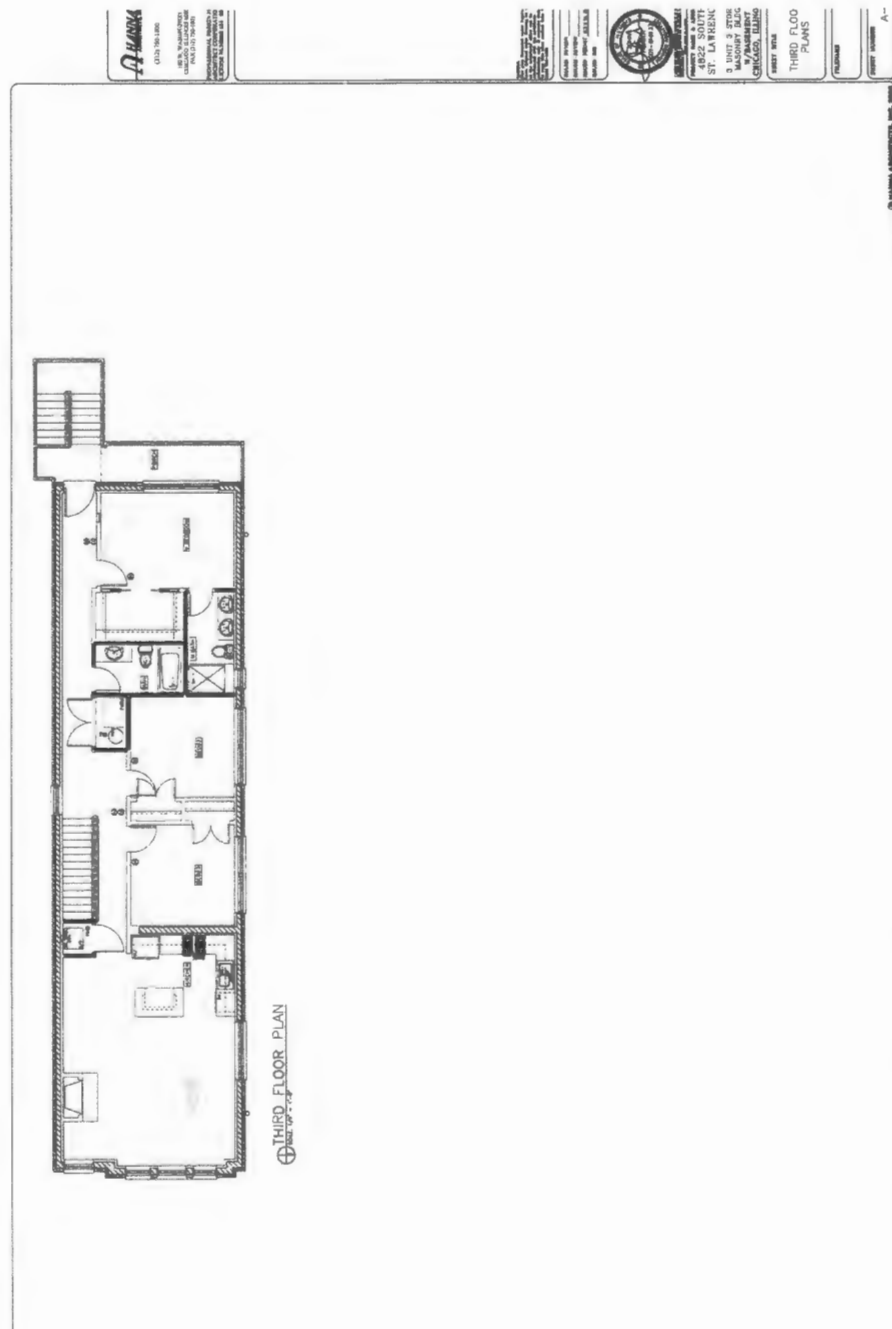


Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 4 of 5)

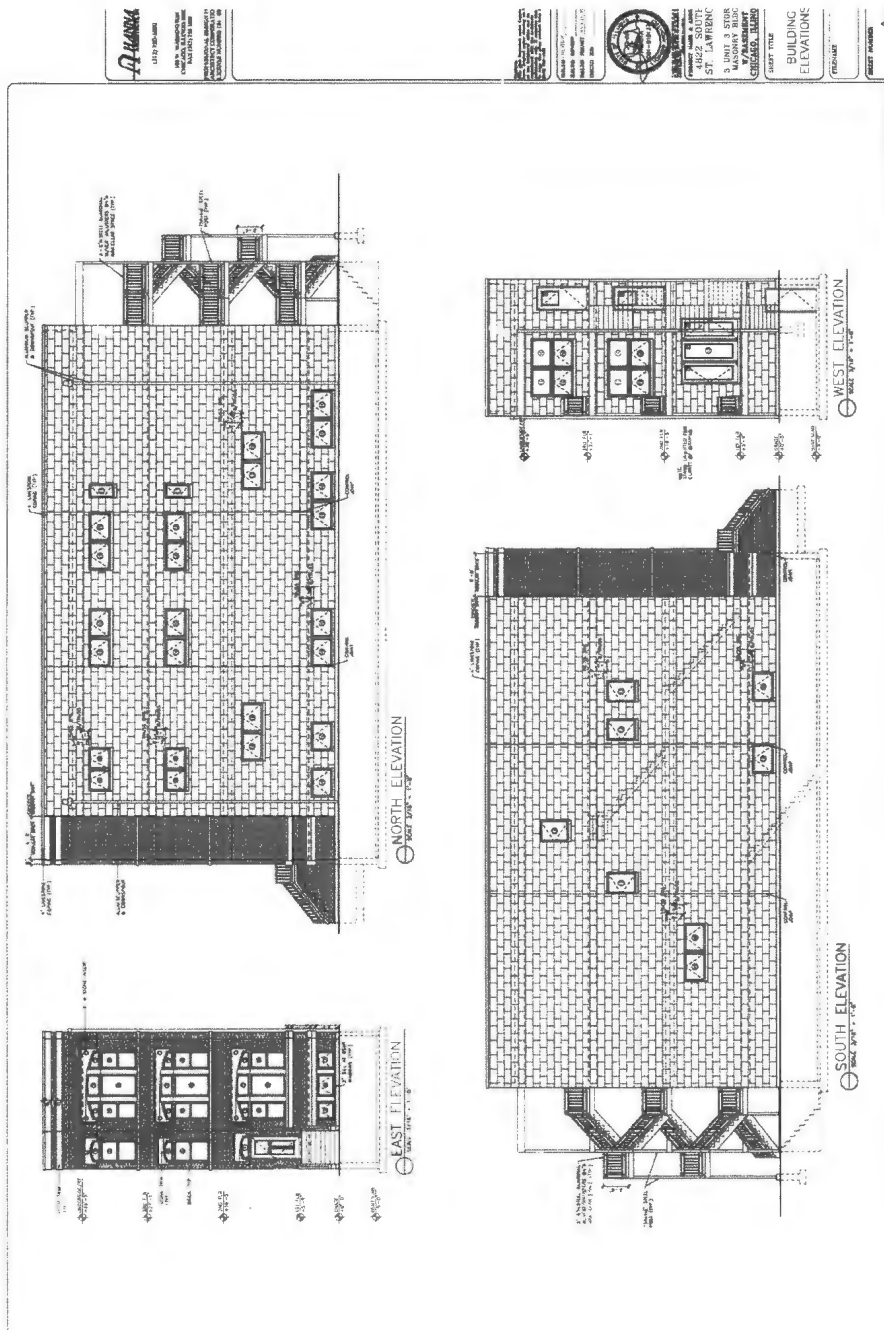


Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 5 of 5)



SALE OF CITY-OWNED PROPERTY AT 1644 W. 35TH ST. TO NEIGHBORS
SPACE UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0023314]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 1644 West 35th Street to NeighborSpace under ChiBlockBuilder platform (11th Ward) (O2026-0023314), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

WHEREAS, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for community open space, with the goal of attracting residents, non-profit organizations, and businesses to fence and manage vacant property for local neighborhood activities; and

WHEREAS, The Department accepted applications for the City Lots beginning on October 1, 2025, and ending on November 17, 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, 30th and November 6th and 13th, 2025; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, non-profit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, There were no other applicants; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

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

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

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

SECTION 2. The City Council hereby approves the sale of each City Lot in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Open Space Project; Restriction On Conveyance. Buyer shall: (a) improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot.

These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. Additionally, no biosolids or biosolids-based products may be imported to the Property from a wastewater treatment facility or other source if the Property is currently used for or is intended to be used for urban agriculture or cultivation of produce for human consumption due to the potential presence of Per- and Polyfluoroalkyl Substances, also known as PFAS contamination, in sewage sludge. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

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

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

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

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

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

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

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

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

Exhibit "A".

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lots 15 and 16 of Knickerbocker's Subdivision of the south 4.15 acres of Block 20 of Canal Trustees Subdivision of the east one half of Section 31, Township 39, Range 14, East of the Third Principal Meridian.

Address:

1644 West 35th Street
Chicago, Illinois 60609.

Permanent Index Number:

17-31-229-041-0000.

Buyer:

NeighborSpace.

Ward/Community Area:

11/McKinley Park.

TIF Area:

Archer/Western.

Size/Zoning:

RS3/5,599.

Market Value ("as is"):

\$33,596.

Purchase Price (10% of Market Value):

\$3,360.

Open Space Project:

The Marshfield Courts Collective constructed a garden, skate park, art gallery, and free little library on the City Lot. The project will be maintained by NeighborSpace and the Marshfield Courts Collective. Community partners include the McKinley Park Development Council, Alderwoman Lee, Alderwoman Ramirez, and the 35th Street Commercial Corridor Business Owners.

SALE OF CITY-OWNED PROPERTY AT 433 E. 42ND PL. TO JACOB DABUILDER, INC. UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0023306]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 433 East 42nd Place to JacobDaBuilder, Inc. under ChiBlockBuilder platform (3rd Ward) (O2026-0023306), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of 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. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the property identified on Exhibit A attached hereto (the "City Property") for sale on ChiBlockBuilder for market rate development during the application period beginning on April 1, 2024 and ending on May 17, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22 and 29, and May 6 and 13, 2024; and

WHEREAS, Applicants for properties advertised for market rate development are expected to offer the listed market value or more, though the Department will consider discounted purchase prices for proposals that provide significant public benefits, such as a community or institutional development project; and

WHEREAS, The Department evaluated the applications for the City Property based on a number of factors, including the development team's experience, clarity and financial feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, project readiness, purchase price, public benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected Joseph Dochee, the 100% owner of JacobDaBuilder, Inc., an Illinois corporation ("Buyer"), for the sale of the City Property for the construction of (1) three-story plus basement residential masonry building with three (3) dwelling units (one 4-bedroom/3-bedroom unit and two 3-bedroom/2-bathroom units) and one (1) garage with three (3) parking spaces, as depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, The Department's evaluation of the other applications for the City Property and reasons for selecting the Buyer are summarized on Exhibit C attached hereto; and

WHEREAS, The market value of the City Property as of October 4, 2025, as determined by CBRE, is \$79,218.00 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is \$680,000.00; and

WHEREAS, The Buyer offered to purchase the City Property for the Purchase Price, and the Department desires to convey the City Property to the Buyer for the Purchase Price, subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The Buyer provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") dated July 11, 2025, which was compliant with the American Society for Testing and Materials ("ASTM") E1527-21 standard for conducting Phase I ESAs, and said Phase I ESA did not identify any Recognized Environmental Conditions ("RECs") on the City Property; and

WHEREAS, The construction of in-fill housing on vacant City land exemplifies best practices in urban planning by leveraging existing infrastructure, reducing sprawl, strengthening neighborhood vitality, and expanding available housing stock in transit-served areas; 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 Property in its "as is" condition to Buyer, or to an entity of which Buyer is the sole controlling party or which is comprised of the same principal parties, or to an affiliate of Buyer approved by the Department (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;
- (c) Buyer Entity must submit to the Department, and the Department must approve, the final budget and proof of financing for the Project;
- (d) Buyer Entity must submit to the Department, and the Department must approve, such closing checklist due diligence documents as the Corporation Counsel may request, such as a pro forma title policy, survey and corporate organization and authority documents; and

- (e) Buyer Entity must submit to the Cook County Assessor (or to the title company closing the transaction for delivery to the Cook County Assessor) a letter notifying the Assessor pursuant to 35 ILCS 200/15-20 that there has been a change in use and ownership of the City Property and submit evidence thereof to the Department.

If the Buyer Entity fails to close on the acquisition of the City 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 ("Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Buyer Entity must 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 in substantially the form attached hereto as Exhibit D (the "Deed"), conveying the City Property to the Buyer Entity, provided the Deed may be modified as necessary to facilitate financing of the Project, subject to review and approval of the Corporation Counsel.

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

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

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

[Exhibit "B" referred to in this ordinance printed
on pages 41552 through 41555
of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Property.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Ward/Community Area	3/Grand Boulevard
TIF Area	47 th and King Drive
Approximate Size	Parcel 1: 25' x 122' and 3,050 ft ²
Current Zoning	RM5
Proposed Zoning	Not Applicable
ZBA Approval	Not Applicable

Parcel 1:

Lot 17 (except the west 2¾ inches thereof) and the west 3½ inches of Lot 18 in Botsford's Boulevard Subdivision of that part of the south ½ of the south ½ of the southwest ¼ of the northeast ¼ of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying west of Vincennes Avenue except that part heretofore condemned for Pierce Street, in Cook County, Illinois.

Address:

433 East 42nd Place
Chicago, Illinois 60653.

Permanent Index Number:

20-03-222-015-0000.

Exhibit "C".
(To Ordinance)

Competing Proposals.

Applicant	Status	Application Type	Decision
Joseph Dochee (JacobDaBuilder, Inc.)	Accepted	Market rate housing	Strong and site specific design proposal.
Applicant Number 2	Declined	Market rate housing	Design proposal not as good a fit for the site.

Exhibit "D".
(To Ordinance)

Form Of Deed.

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$79,218.00, and other good and valuable consideration, conveys and quitclaims all right, title and interest in the real property legally described on (Sub)Exhibit A attached hereto ("City Property"), pursuant to ordinance [ordinance number _____] adopted by the City Council of the City ("City Council") on _____, _____, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to JacobDaBuilder, Inc., an Illinois corporation ("Grantee"), having a principal business address of 7959 Northwoods Drive, Frankfort, Illinois 60423.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Land; Restriction On Conveyance. Grantee: (a) shall improve the City Property with one (1) three-story plus basement residential masonry building with three (3) dwelling units (one 4-bedroom/3-bathroom unit and two 3-bedroom/2-bathroom units) one (1) garage with three (3) parking spaces (the "Project"), in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department"), provided the Department, in its sole discretion, may approve modifications upon written request; (b) shall commence construction of the Project within six (6) months of the date of this deed, and complete construction of the Project within twelve (12) months after the construction commencement date, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices, and further provided that the Department, in its sole discretion, may extend the construction commencement and completion dates upon written request; (c) until construction of the Project is completed, may not, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate,

or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property, excluding the sale of individual dwelling units in the ordinary course of development; or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for the acquisition and construction financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City 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 and take possession of the City Property, terminate the estate conveyed to the Grantee, and revert title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such reversion of title. The foregoing covenants shall expire upon completion of the Project.

2. **Environmental Documents Review.** The City, acting through its Department of Fleet and Facility Management ("DFFM"), 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 Property. Grantee acknowledges and agrees that Grantee has previously received a summary of DFFM'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 DFFM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DFFM'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 City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DFFM's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City 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 City Property.
4. **Historic Contamination Of Urban Land.** Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses;

(d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City 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 City 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 City Property is being conveyed, and Grantee accepts the City 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 City Property or the suitability of the City Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee 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.
6. Release Of City. Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation: (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property; and (ii) 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 City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

City of Chicago, an Illinois municipal
corporation and home rule unit of
government

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and

City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20____.

Notary Public

This Instrument Was Prepared By:

Mail Deed And Subsequent Tax Bills To:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

JacobDaBuilder, Inc.
7959 Northwoods Drive
Frankfort, Illinois 60423

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes
Exhibit "A" to ordinance and printed on
page 41545 of this *Journal*.]

Statement By Grantor And Grantee.

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a

person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature _____
[Agent]
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 2026.

Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2026.

Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*Exhibit "B".
(To Ordinance)*

*Project Drawings.
(Page 2 of 4)*

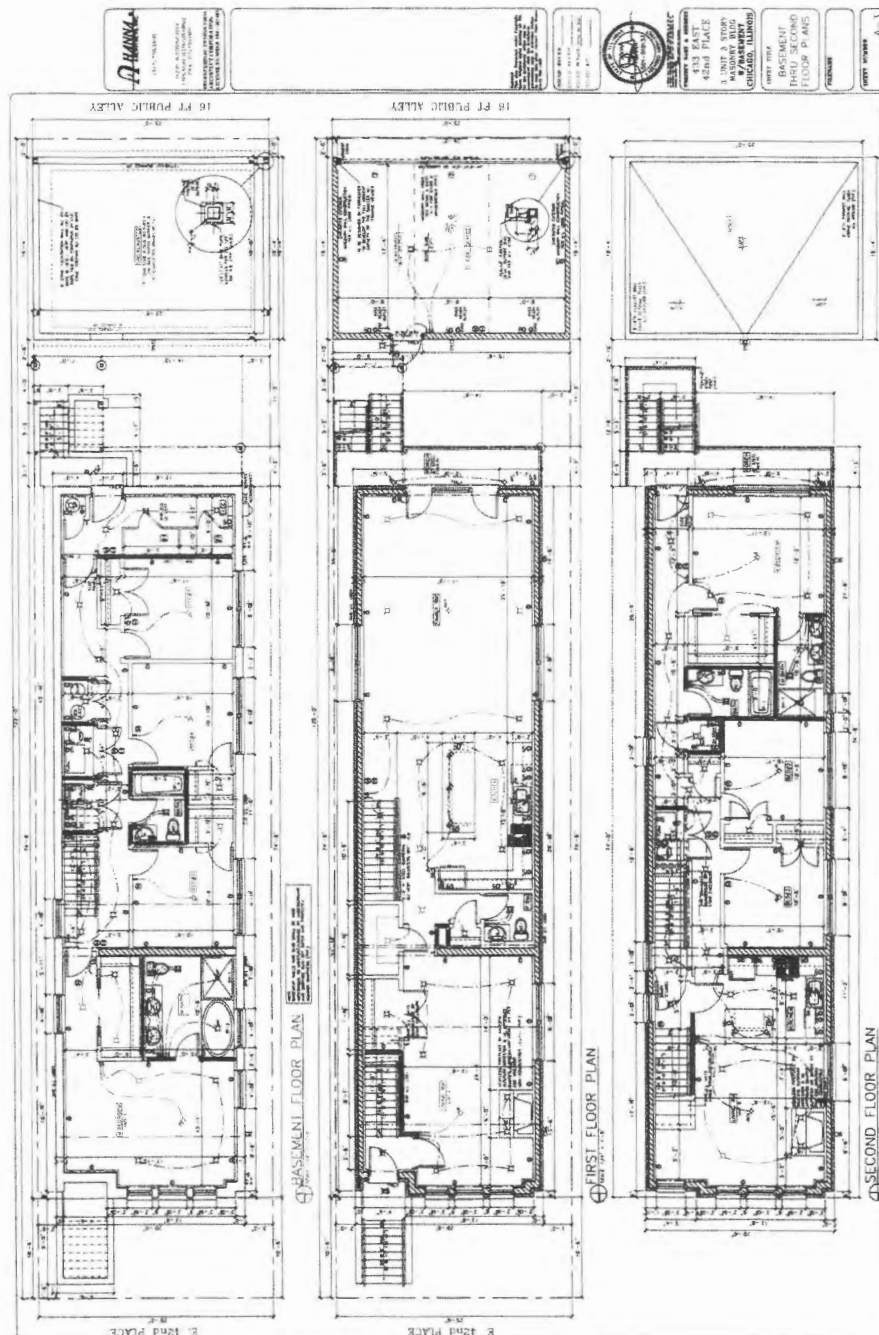


Exhibit "B".
(To Ordinance)

Project Drawings.
(Page 3 of 4)

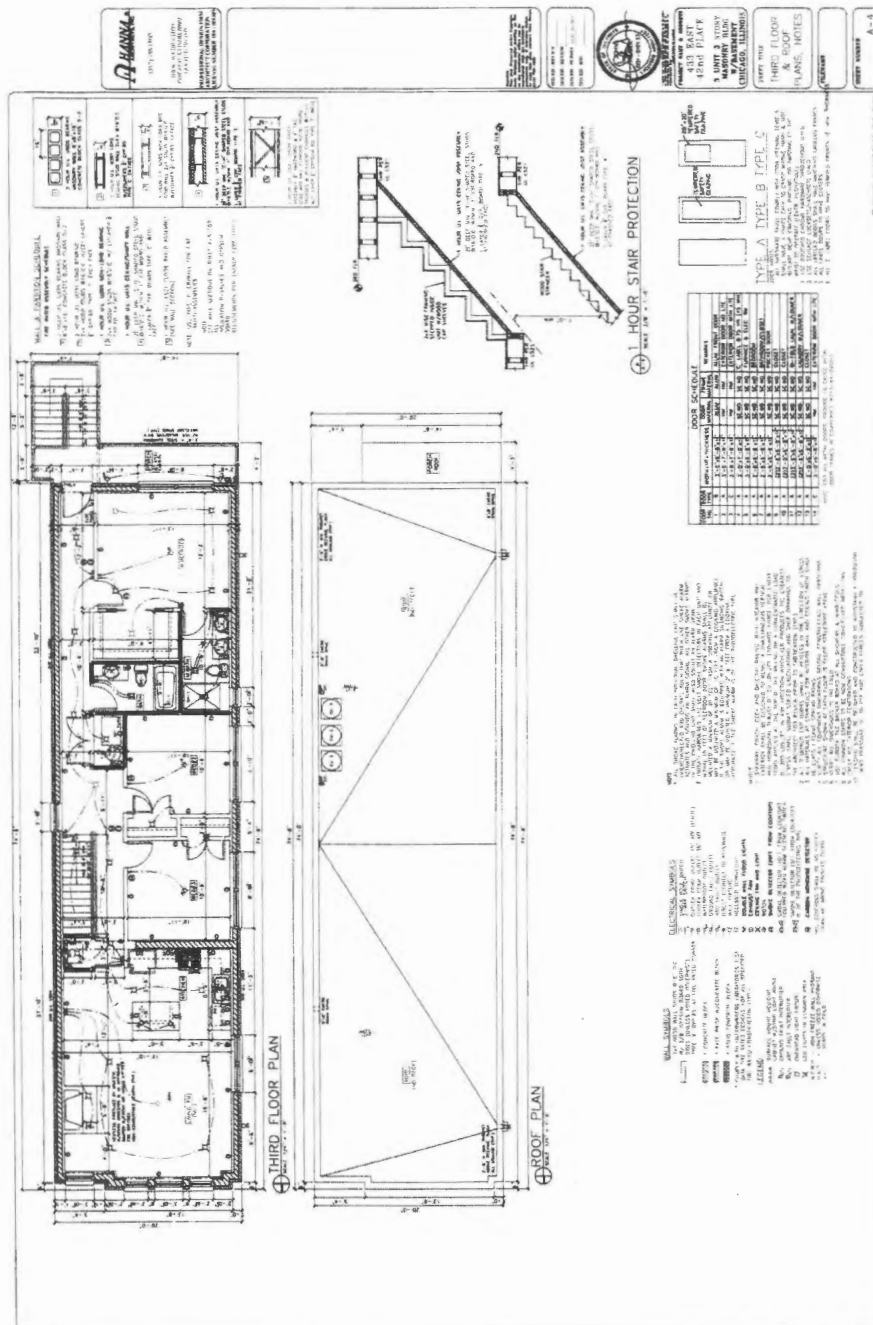
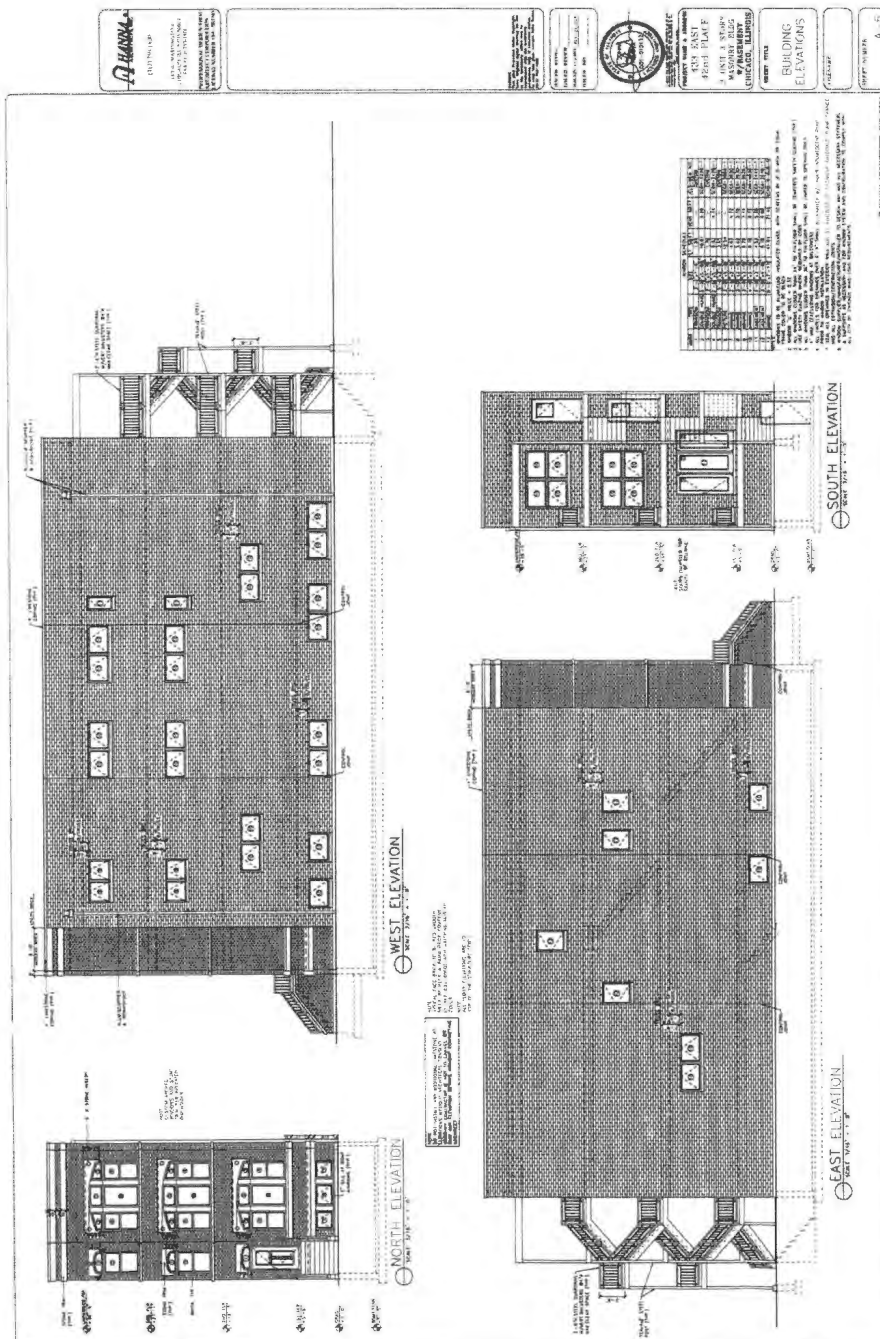


*Exhibit "B".
(To Ordinance)*

*Project Drawings.
(Page 4 of 4)*



SALE OF CITY-OWNED PROPERTY AT 633 W. 48TH ST. TO VALERIE SIMUTIS
UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0023315]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 633 West 48th Street to Valerie Simutis under ChiBlockBuilder platform (15th Ward) (O2026-0023315), having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

WHEREAS, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for community open space, with the goal of attracting residents, non-profit organizations, and businesses to fence and manage vacant property for local neighborhood activities; and

WHEREAS, The Department accepted applications for the City Lots beginning on October 1, 2025, and ending on November 17, 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, 30th and November 6th and 13th, 2025; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, non-profit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists, and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

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

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

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

SECTION 2. The City Council hereby approves the sale of each City Lot in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions

caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve City Lot With Open Space Project; Restriction On Conveyance.** Buyer shall: (a) improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. Additionally, no biosolids or biosolids-based products may be imported to the Property from a wastewater treatment facility or other source if the Property is currently used for or is intended to be used for urban agriculture or cultivation of produce for human consumption due to the potential presence of Per- and Polyfluoroalkyl Substances, also known as PFAS contamination, in sewage sludge. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not

have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

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

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

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

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

Exhibit "A".
(To Ordinance)

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 280 in Fowler's Resubdivision of part of the south side Homestead Association Addition in Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

633 West 48th Street
Chicago, Illinois 60609.

Permanent Index Number:

20-09-106-017-0000.

Buyer:

Valerie Simutis.

Ward/Community Area:

15/New City.

TIF Area:

47th/Halsted.

Size/Zoning:

RS3/3,001.

Market Value ("as is"):

\$12,005.

Purchase Price (10% of Market Value):

\$1,201 (10% of Market Value).

Open Space Project:

Valerie Simutis plans to build a community garden on her block. It will be fenced with a gate and will include an accessible pathway, landscaping, putting green and seating. Her estimated budget is approximately \$10,000.

Exhibit "B".
(To Ordinance)

Competing Proposals.

1.	Valerie Simutis	Finalist/Selected	Valerie Simutis owns and lives on the block. She plans to build a community garden with help from her neighbors. The site will be fenced with a gate and will include an accessible pathway, landscaping, putting green and seating.
2.	Applicant Number 2	Finalist/Not Selected	Applicant Number 2 owns three investment properties on the block, one house and two vacant lots. He lives in Lemont, Illinois. He proposed fencing this lot with his adjacent two vacant lots.

ACQUISITION OF PROPERTY AT 1725 N. HARLEM AVE. FOR USE AS CHICAGO PUBLIC LIBRARY BRANCH.

[O2026-0023324]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Fleet and Facility Management for the acquisition of City-owned property at 1725 North Harlem Avenue for use as Chicago Public Library branch (29th Ward) (O2026-0023324), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Seller (as hereafter defined) owns the property located at 1725 North Harlem Avenue, Chicago Illinois 60607, as legally described on Exhibit A attached hereto (the "Property"), which is located in the Austin Community Area; and

WHEREAS, The Property is owned by Chicago Title Land Trust Company, an Illinois corporation under Trust Number 2477, as Successor Trustee to LaSalle Bank National Association under Trust Number 2477, as Successor Trustee to American National Bank and Trust Company of Chicago, under Trust Number 2477, as Successor Trustee to NBD Trust Company of Illinois, as Trustee under Trust Agreement dated August 15, 1986, and known as Trust Number 2477, also known as Bank of Elk Grove, as Trustee under Trust Number 2477 (the "Land Trust"); and

WHEREAS, The beneficiaries of the Land Trust are Michael J. Brindise, Charles P. Brindise, and the Sereno H. Bondioli Trust dated January 26, 1999, of which Sereno H. Bondioli is the sole beneficiary (collectively, the "Land Trust Beneficiaries" and, together with the Land Trust, the "Seller"); and

WHEREAS, The Property consists of approximately 53,416 square feet and is improved with a building comprised of approximately 4,117 square feet; and

WHEREAS, The City, acting by and through its Department of Fleet and Facility Management ("2FM"), desires to purchase the Property in order to re-establish the Chicago Public Library's Galewood Mont-Clare Branch Library, which was previously housed in the Rutherford Sayre Park Fieldhouse at 6871 West Belden Avenue but has been closed since 2020, and Seller has agreed to sell the Property to the City for Two Million Eight Hundred Eighty-four Thousand and no/100 Dollars (\$2,884,000.00) (the "Purchase Price"); and

WHEREAS, The City and the Seller signed a non-binding Letter of Intent regarding the sale of the Property on January 15, 2026, which is attached hereto as Exhibit B; and

WHEREAS, The Purchase Price for the Property shall be paid from legally available funds of the City, which are hereby appropriated for such purpose; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City acquire the Property for a branch library and other public purposes.

SECTION 3. The City's purchase of the Property from the Seller for the Purchase Price, plus 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.

SECTION 4. The Commissioner of 2FM (the "2FM Commissioner"), or a designee of the 2FM Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver a purchase agreement for the Property ("Purchase Agreement"), and to execute such other documents and take such other actions as may be necessary or appropriate to consummate the City's purchase of the Property and to accept a deed to the Property, with such changes, deletions, insertions, terms and provisions, including indemnification, as the 2FM Commissioner deems appropriate.

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

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

SECTION 7. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Lots 43, 44, 45, 46, 47, 48, 49, 50 and 51 in Frederick Madsen's second north of Oak Park Subdivision in the southwest ¼ of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1725 North Harlem Avenue
Chicago, Illinois 60609.

Permanent Index Numbers:

13-31-314-009-0000 (Lot 43);

13-31-314-010-0000 (Lot 44);

13-31-314-011-0000 (Lot 45); and

13-31-314-040-0000 (Lots 46 -- 51).

*Exhibit "B".**Letter Of Intent.*

COMMERCIAL REAL ESTATE SERVICES

Mike Nardini
Senior Vice President**Nicole Mentone**
Transaction ManagerCBRE, Inc.
Advisory & Transaction Services**CBRE**321 N. Clark Street
34th Floor
Chicago, IL 60654

+1 312 935 1030 Tel

Mike.Nardini@cbre.com
Nicole.Mentone@cbre.com

January 6, 2026

Sent Via Email: patrick@corrigan.bizMr. Patrick Corrigan
2803 Butterfield Road, Suite 300
Oak Brook, IL 60523

RE: Letter of Intent to Purchase-- 1725 N. Harlem, Chicago IL 60707

Dear Patrick:

CBRE, Inc. ("CBRE") has been authorized by our client, the **City of Chicago** ("Purchaser"), to present the following Letter of Intent to purchase the above referenced property:

Purchaser:	City of Chicago
Seller:	Chicago Title Land Trust Company, an Illinois Corporation under Trust Number 2477, as Successor Trustee to LaSalle Bank National Association under Trust Number 2477, as Successor Trustee to American National Bank and Trust Company of Chicago, under Trust Number 2477, as Successor Trustee to NBD Trust Company of Illinois, as Trustee under Trust Agreement dated August 15, 1986 and known as Trust Number 2477 also known as Bank of Elk Grove, as Trustee under Trust Number 2477, and Sereno H. Bondioli, Michael Brindise and Charles Brindise (collectively, the "Beneficiary").
Property:	+/- 4,117 SF building on +/- 53,416 SF site, located at 1725 N. Harlem, Chicago IL 60707 (PIN: 13-31-314-009; 13-31-314-010; 13-31-314-011; 13-31-314-040)
Purchase Price:	\$2,884,000.00
Delivery of Documents:	At execution of this Letter of Intent by both Purchaser and Seller, Seller shall begin to provide to Purchaser copies of all documentation in Seller's possession that could be pertinent to the ownership and operation of the Property, including but not limited to: (1) a preliminary title report, (2) most recent property survey, (3) any roof, structural, mechanical, engineering and

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1725 N. Harlem, Chicago
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environmental reports, (4) any zoning or any other legal, regulatory or similar type of violations received, or known to exist (if any), (5) any existing building architectural plans and specifications, (6) copies of all leases, concessions and other license or occupancy agreements.

one hundred twenty (120)

*Due Diligence
Period:*

Purchaser shall have a period of ~~ninety (90)~~ ^{one hundred twenty (120)} days, after the execution and delivery of this Letter of Intent by both parties (the "LOI Execution Date") in which to conduct, at its expense, any and all studies and investigations with respect to the Property it deems necessary or appropriate, including without limitation, structural, mechanical, operational, title, and environmental studies and investigations ("Property Due Diligence Period"). If Purchaser, in its sole discretion, determines at any time prior to the expiration of the Property Due Diligence Period, that the Property is not suitable for its intended purpose, Purchaser may terminate this Letter of Intent without consequence (see "Intention of the Parties" below). The only obligations the parties may have to one another are the obligations in binding contracts (such as property access agreements) which by their terms are to survive.

*City Council Approval
of Acquisition:*

Chicago City Council authorization is ~~required~~ ¹²⁰ prior to execution of a Purchase and Sale Agreement. Purchaser shall have ~~90~~ days after the expiration of the Property Due Diligence Period to obtain City Council approval of ordinances authorizing the acquisition of the Property and the financing of the acquisition (the "City Council Approval Contingency Period"). The Parties shall negotiate a Purchase and Sale Agreement ("PSA") to attach to the ordinance authorizing the acquisition of the Property. If the acquisition and financing are not approved, this Letter of Intent shall automatically terminate without consequence (see "Intention of the Parties" below). The only obligations the parties may have to one another are the obligations in binding contracts (such as property access agreements) which by their terms are to survive.

Closing:

The parties shall execute the PSA within ten (10) business days following the passage and approval of the acquisition and financing ordinances (the "PSA Execution Date"), and the closing shall occur within ninety (90) days after the PSA Execution Date on a mutually agreeable date.

Miscellaneous:

The requirements to be satisfied under the Purchase and Sale Agreement shall include, but not be limited to, the following:

1. The Seller shall provide and pay the costs for the title commitment and title policy. The title commitment and copies of all documents of title shall be provided to Purchaser within ten (10) business days after the LOI Execution Date. The PSA shall require the Seller to provide clear and marketable title at Closing consistent with the title commitment approved by Purchaser.

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1725 N. Harlem, Chicago
Page 3

2. No later than sixty (60) days after LOI Execution Date, the Seller shall provide a new ALTA survey.
3. Seller represents it has not received notice of, and has no knowledge of, any zoning, building, or other violations.
4. All back and current taxes owed or accrued, if any, will be paid at closing from Seller proceeds.

Real Estate Taxes: Real estate taxes due shall be escrowed by Seller at 110% of the most recent tax bill at the date of Closing and paid from the escrowed funds when due.

Brokerage Fees: Both Seller and Purchaser each represent, warrant, and agree that they have not dealt with any real estate broker, salesperson, or finder in connection with this transaction other than CBRE, Inc. and Patrick Corrigan (collectively the "Brokers"). Brokers will be paid a commission at closing in accordance with a separate brokerage agreement between Owner and Brokers.

Purchase and Sale Agreement: Following the LOI Execution Date, Purchaser shall prepare a Purchase and Sale Agreement that incorporates the terms and conditions of this Letter of Intent and such other customary terms and conditions of a commercial real estate transaction of this nature. Seller acknowledges and agrees that Purchaser may not execute and deliver the Purchase and Sale Agreement until the City Council approves an ordinance authorizing the same.

Intention of the Parties: This Letter of Intent is non-binding and is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. Neither party shall have any contractual obligations to the other with respect to the matters referred to herein unless and until the PSA is approved by City Council and has been fully executed and delivered by the parties. For the avoidance of doubt, the parties will be bound only by the terms of a fully signed PSA. As such, this Letter does not constitute and will not be construed to constitute a binding agreement, nor does it constitute a binding agreement to enter into an agreement, or an "agreement to agree." Furthermore, the parties understand that even if a party changes its financial position, condition or otherwise relies on the subject matter or the proposed terms and conditions contained in this Letter, any such reliance or change in position or condition will not be construed as the creation of an enforceable contract between the parties or an intention to be bound to the terms of this Letter. The parties understand and agree that this Letter does not address all of the material terms and conditions, and that this Letter is contingent upon further negotiations and subject to the execution of the PSA embodying the terms and conditions contained in this Letter and other material terms which are either consistent with the terms contained in this Letter or otherwise mutually acceptable to the parties. Notwithstanding anything to the contrary in this Letter, no oral statements or representations made by any agent of either

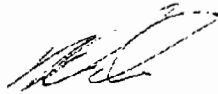
January 6, 2026
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party prior to, or during the term of this Letter, will be construed as alteration or modification of the non-binding intentions of this Letter.

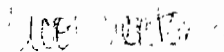
Right of Entry: Upon signing of the Letter of Intent by both parties, the parties shall execute a Right of Entry Agreement

We appreciate your cooperation in this matter and look forward to your response. We welcome any questions you may have in this regard. Please respond by January 9, 2026.

Respectfully,



Mike Nardini



Nicole Mentone

Agreed and Accepted:

City of Chicago

By: Glen Cross

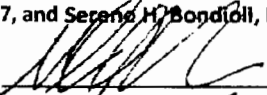
Name: Glen Cross

Its: Managing Deputy Commissioner

Date: 1/6/2026

Agreed and Accepted:

Chicago Title Land Trust Company, an Illinois Corporation under Trust Number 2477, as Successor Trustee to LaSalle Bank National Association under Trust Number 2477, as Successor Trustee to American National Bank and Trust Company of Chicago, under Trust Number 2477, as Successor Trustee to NBD Trust Company of Illinois, as Trustee under Trust Agreement dated August 15, 1986 and known as Trust Number 2477 also known as Bank of Elk Grove, as Trustee under Trust Number 2477, and Serena H. Bondoli, Michael Brindise and Charles Brindise (collectively, the "Beneficiary").

By: 

Name: MICHAEL J. BRINDISE

Its: PARTNER

Date: 01/15/2026

ESTABLISHMENT OF PROACTIVE RENTAL INSPECTION WORKING GROUP TO
REGULATE INSPECTIONS, CERTIFICATIONS, AND TESTING CRITERIA, AND TO
ESTABLISH REGISTRY TO TRACK DATA FOR RENTAL HOUSING IN CHICAGO.
[O2025-0019991]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from Alderperson Rossana Rodríguez-Sánchez for the establishment of Proactive Rental Inspection Working Group to regulate inspections, certifications, and testing criteria, and to establish registry to track data for rental housing in Chicago (O2025-0019991), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The preservation of rental housing stock is of great importance to the City of Chicago, as there are approximately 614,000 rental housing units within the City. The City has a significant interest in ensuring that this rental housing is safe, healthy, and affordable; and

WHEREAS, Rental housing exists in the City that does not comply with construction and sanitation standards established by Chicago Municipal Code, jeopardizing the health, safety, and welfare of renters; and

WHEREAS, Public interest demands that all rental housing properties comply with basic health and safety standards, and studies have shown that the most effective way to seek universal compliance is through routine, periodic inspections of all rental housing properties; and

WHEREAS, The most marginalized communities, particularly Black, Indigenous, other people of color, women, LGBTQIA+, and people of low socio-economic status are more likely to live in substandard and unsafe rental housing units and bear disproportionate health burdens associated with living in those conditions; and

WHEREAS, Unhealthy housing conditions pose a particularly acute risk to our most vulnerable populations, such as young children, seniors, and people with chronic illnesses and other disabilities; and

WHEREAS, Many home health hazards are preventable, such as lead paint, mold, and pest infestations; and

WHEREAS, Deteriorating and substandard rental housing threatens the physical, social, and economic stability of adjacent structures, the surrounding neighborhood, and the public; and

WHEREAS, Existing complaint-based enforcement programs have not resulted in healthy rental housing, and place undue burden on renters for the enforcement of existing standards and maintenance of rental property; and

WHEREAS, Proactive rental inspections would provide material benefits for renters, ensuring that renters live in safe and hazard-free rental housing; and

WHEREAS, Proactive rental inspections would provide material benefits for landlords and property managers, encouraging preventative maintenance before hidden issues worsen, limiting blight, and preserving property values; and

WHEREAS, Proactive rental inspection programs are an important strategy for preventing childhood lead poisoning and have been credited with decreases in the rate of elevated blood lead levels in children; and

WHEREAS, A city-wide rental registry would assist renters in finding housing, help landlords and property managers manage their properties, and help connect the City with landlords and property managers; and

WHEREAS, A city-wide rental registry would help ensure rental properties meet basic standards of habitability; and

WHEREAS, The Chicago Healthy Homes Coalition (CHHC) is a campaign supported by a broad coalition of community organizations, healthcare practitioners, and housing advocates who believe that housing is a key social determinant of health. The key components of the campaign include the: (1) creation of a proactive rental housing inspection system for the City of Chicago; and (2) creation and maintenance of a rental registry to be used by City Departments and the public; and

WHEREAS, To develop a framework and roadmap to meet the goals of the Chicago Healthy Homes Coalition, it is appropriate to establish a working group; now, therefore,

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

Proactive Rental Inspection Working Group.

SECTION 1.

1. Establishment Of A Working Group. The Office of the Mayor, in consultation with the Chair of the Committee on Health and Human Relations, shall establish a working group no later than 30 days after the effective date of the ordinance.
2. Working Group Guidelines. The Working Group shall develop a suggested framework for the City to fully implement a city-wide proactive and regular rental inspection process and rental registry. The Working Group shall develop recommendations regarding:
 - a. A proactive inspections program addressing such topics as: the regularity of inspections, certifications and hiring of inspectors, criteria for testing, establishment of a grid system for testing, enforcement protocols, as well as cost estimates for the program, among other matters raised by the Working Group.
 - b. A rental registry addressing such topics as: the technological and staffing requirements, data tracking, and data contributions from City Departments, among other matters raised by the Working Group.

3. Members.

- a. City Departments. The Working Group shall include, but is not limited to, representatives from the Office of the Mayor, the Department of Public Health, Department of Housing, Department of Buildings, and Department of Law. The Office of the Mayor shall have primary responsibility for managing the working group and producing the report of recommendations. The Office of the Mayor should direct the participation of additional city departments and government agencies as needed by the Working Group participants named above.
 - b. Stakeholder Engagement. The Working Group shall make best efforts to seek out the expertise, advice, and experience of people of color; LGBTQIA+ community members and representative organizations; individuals who make below 60% of the Area Median Income; renters and representative organizations; healthcare providers focused on the health of children; public health experts and representative organizations; landlords, property managers, or representative organizations; and other stakeholders as identified by the Working Group.
4. Working Group Meetings. The Working Group shall meet no less than three times within a period of 6 months following the establishment of the Working Group to determine its recommendations.
 5. Community Meetings. The Working Group shall convene community outreach meetings on the North, West, and South sides of Chicago, with at least one meeting taking place in each of these areas of the City. The Working Group shall make reasonable efforts to advertise such meetings and engage in community outreach to maximize participation by desired stakeholders as recommended above.
 6. Report. The Working Group shall create a final written report of its findings and recommendations to the Mayor, the Committee on Health and Human Relations, and the impacted city departments no later than 30 days following the conclusion of the 6-month assessment period. Following the issuance of the report, the Working Group shall appear before the Committee on Health and Human Relations to present their recommendations.
 7. Sunset Date. The working group shall sunset following the issuance of the report and subsequent presentation.

SECTION 2. This ordinance shall take effect upon passage and approval.

DESIGNATION OF 1415 N. DAYTON ST. AS LOW AFFORDABILITY COMMUNITY.
[O2026-0023349]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026, and to which was referred an ordinance from Alderperson Walter R. Burnett for the designation of 1415 North Dayton Street as Low Affordability Community (27th Ward) (O2026-0023349), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding Section 15-178, as the same may be hereafter amended, restated or supplemented from time to time ("Section 15-178"), to create a new program that provides a reduction in assessed value for property on which there is 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 multifamily building's units will have rents that are at or below maximum rents as defined in Section 15-178 and are occupied by households with household incomes at or below maximum income limits as defined in Section 15-178; and

WHEREAS, Pursuant to the Citywide Affordable Rental Housing Analysis commissioned by the City in 2019, the City determined that 12 percent of year-round housing units in the Near North Side Community Area were affordable; and

WHEREAS, 1415 N. Dayton LLC, a limited liability company (the "Developer"), intends to construct a building (the "Building") which is anticipated to contain 320 dwelling units, of which 64 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 will be located at 1415 North Dayton Street in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Project Real Property") and is within the Logan Square Community Area; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth 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 Of 1415 N. Dayton St.

Legal Description.

Lots 21 to 26, all inclusive, in J. A. Yale's Resubdivision of Block 60 in Elston addition to Chicago in Sections 4 and 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

1415 -- 1417 North Dayton Street and
816 -- 818 West Evergreen Avenue
Chicago, Illinois.

Permanent Index Numbers:

17-05-222-002-0000; and

17-05-222-003-0000.

FIRST AMENDMENT TO LEASE AGREEMENT WITH ARCHER AVENUE LLC FOR
PROPERTY AT 5672 S. ARCHER AVE.

[O2026-0023323]

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

CHICAGO, March 16, 2026.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on March 12, 2026 and to which was referred an ordinance from the Department of Fleet and Facility Management for the first amendment to lease agreement with Archer Avenue LLC for property at 5672 South Archer Avenue (23rd Ward) (O2026-0023323), having 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 with the exception of Alderwoman Jeannette B. Taylor and Chairman Byron Sigcho-Lopez.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through its Department of Fleet and Facility Management, entered into Lease Number 14216 dated as of February 28, 2019 (the "Lease"), with Archer Avenue LLC, an Illinois limited liability company (the "Landlord"); and

WHEREAS, The Landlord leased to the City for its Department of Family and Support Services and Office of the City Clerk's use, approximately 6,748.75 square feet of office space in the building located at 5672 South Archer Avenue, Chicago, Illinois (the "Premises"); and

WHEREAS, The term of the Lease commenced on January 1, 2019 and expired on December 31, 2025 (the "Term"), but the City continued to occupy the Premises under the holdover provision in Section 10.1 of the Lease; and

WHEREAS, The City has performed all obligations under the Lease during the Term of the Lease, and during the holdover period, including the payment of holdover rent in the amount of \$16,297.94 per month; and

WHEREAS, The City, through its Department of Fleet and Facility Management ("2FM"), and Landlord wish to extend the Term of the Lease; now, therefore,

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

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

SECTION 2. The 2FM Commissioner, or a designee of the 2FM Commissioner, is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Lease in substantially the form attached hereto as Exhibit A (the "First Amendment"), and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing such the First Amendment.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

Exhibit "A".
(To Ordinance)

First Amendment To Lease No. 14216.

This First Amendment to Lease Number 14216 ("First Amendment") is made effective as of _____, 2026 (the "First Amendment Effective Date") by and between the City Of Chicago, an Illinois municipal corporation and home rule unit of government (the "Tenant"), and Archer Avenue, LLC, an Illinois limited liability company (the "Landlord").

Recitals.

Whereas, Tenant and the Landlord are parties to that certain Lease Number 14216 dated February 28, 2019 (the "Lease") for which the Tenant leased, for its Department of Family and Support Services and Office of the City Clerk's use, approximately 6,748.75 square feet of space in the building located at 5672 South Archer Avenue, Chicago, Cook County, Illinois (the "Premises"); and

Whereas, Tenant and Landlord desire to renew and modify the terms of the Lease, as more specifically set forth below;

Now, Therefore, In consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord agree as follows:

1. Incorporation Of Recitals; Defined Terms. The foregoing recitals constitute an integral part of this First Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. All capitalized terms used in this First Amendment shall have the same meaning given to said terms in the Lease, unless otherwise expressly provided herein.

2. Term. Section 2 of the Lease is hereby amended to replace "December 31, 2025" with "December 31, 2035".

3. Ratification Of Prior Payments And Responsibilities. Tenant and Landlord acknowledge that Tenant promptly paid all monthly payments to the Landlord after the expiration of the Lease. Tenant and Landlord further acknowledge that Tenant and Landlord have continued to perform in accordance with the terms of the Lease after its expiration.

4. Rent. Section 3.1 of the Lease is amended to include subsections (h) through (q), which read as follows:

- h) \$15,677.07 per month from the First Amendment Effective Date through December 31, 2026.
- i) \$15,833.84 per month from January 1, 2027 through December 31, 2027;
- j) \$15,992.18 per month from January 1, 2028 through December 31, 2028;
- k) \$16,152.10 per month from January 1, 2029 through December 31, 2029;
- l) \$16,313.62 per month from January 1, 2030 through December 31, 2030;
- m) \$16,476.76 per month from January 1, 2031 through December 31, 2031;
- n) \$16,641.53 per month from January 1, 2032 through December 31, 2032;
- o) \$16,807.94 per month from January 1, 2033 through December 31, 2033;
- p) \$16,976.02 per month from January 1, 2034 through December 31, 2034; and
- q) \$17,145.78 per month from January 1, 2035 through December 31, 2035.

5. Building Of New Space. Section 4.1 of the Lease and hereby amended to include the following language:

The buildout of the 2,400 square feet of space as described in this Section 4.1 has been completed, and the Office of the City Clerk has relocated to that space. Accordingly, the Premises is depicted on Exhibit A to this First Amendment, which is attached hereto and incorporated herein.

6. Holding Over. Section 10.1 of the Lease is hereby amended to replace "January 1, 2026" with "January 1, 2036" and replace "Section 3.1 (g)" with "Section 3.1 (q)".

7. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Entire Agreement. The Lease, as modified by this First Amendment, embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

9. Incorporation Of Amendment. Landlord and Tenant hereby agree that (a) this First Amendment is incorporated into and made a part of the Lease; and (b) any and all references to the Lease hereinafter shall include this First Amendment.

10. Reaffirmation Of Lease Agreement. Except as provided in this First Amendment, the terms of the Lease are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

In Witness Whereof, Tenant and Landlord have executed this First Amendment as of the First Amendment Effective Date.

Tenant:

City of Chicago, an Illinois municipal
corporation

By: _____
Julie Hernandez-Tomlin,
Department of Fleet and Facility
Management

Landlord:

Archer Avenue, LLC, an Illinois limited
liability company

By: _____

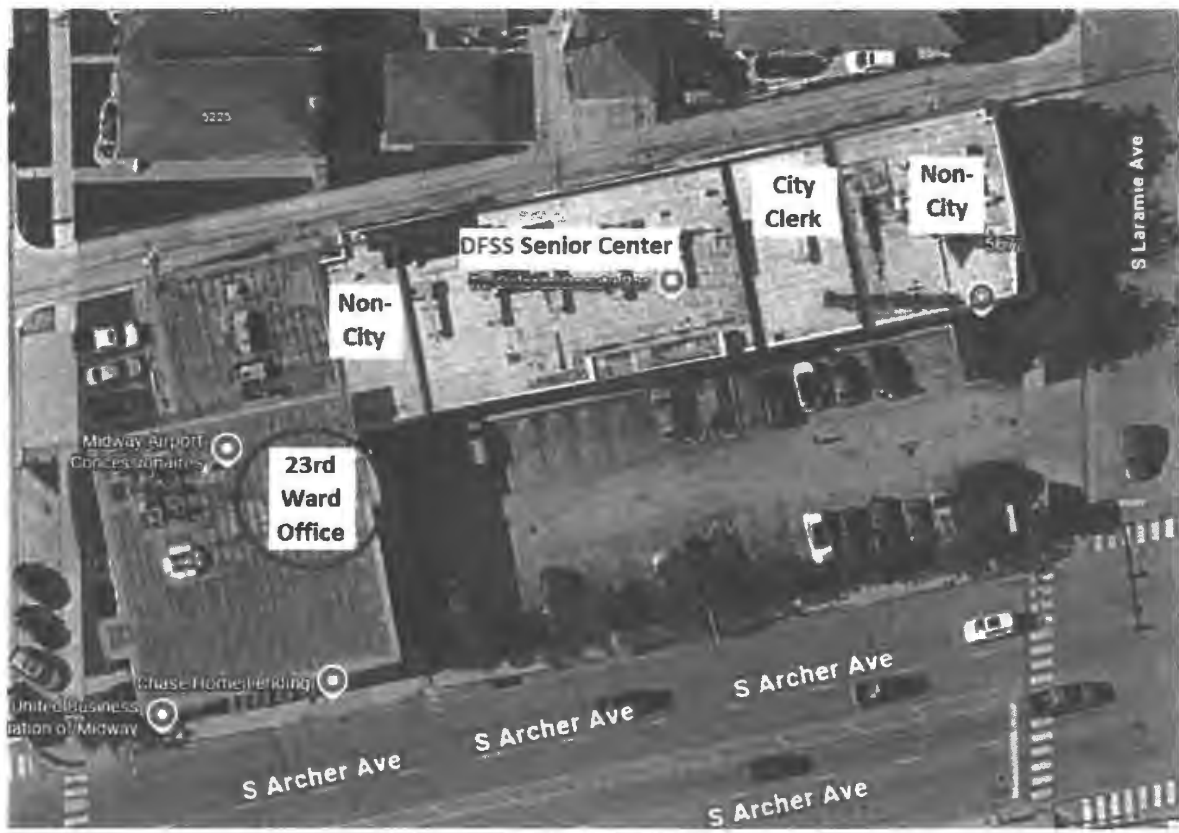
Print Name: _____

Title: _____

[(Sub)Exhibit "A" referred to in this First Amendment
to Lease No. 14216 printed on pages 41583
and 41584 of this *Journal*.]

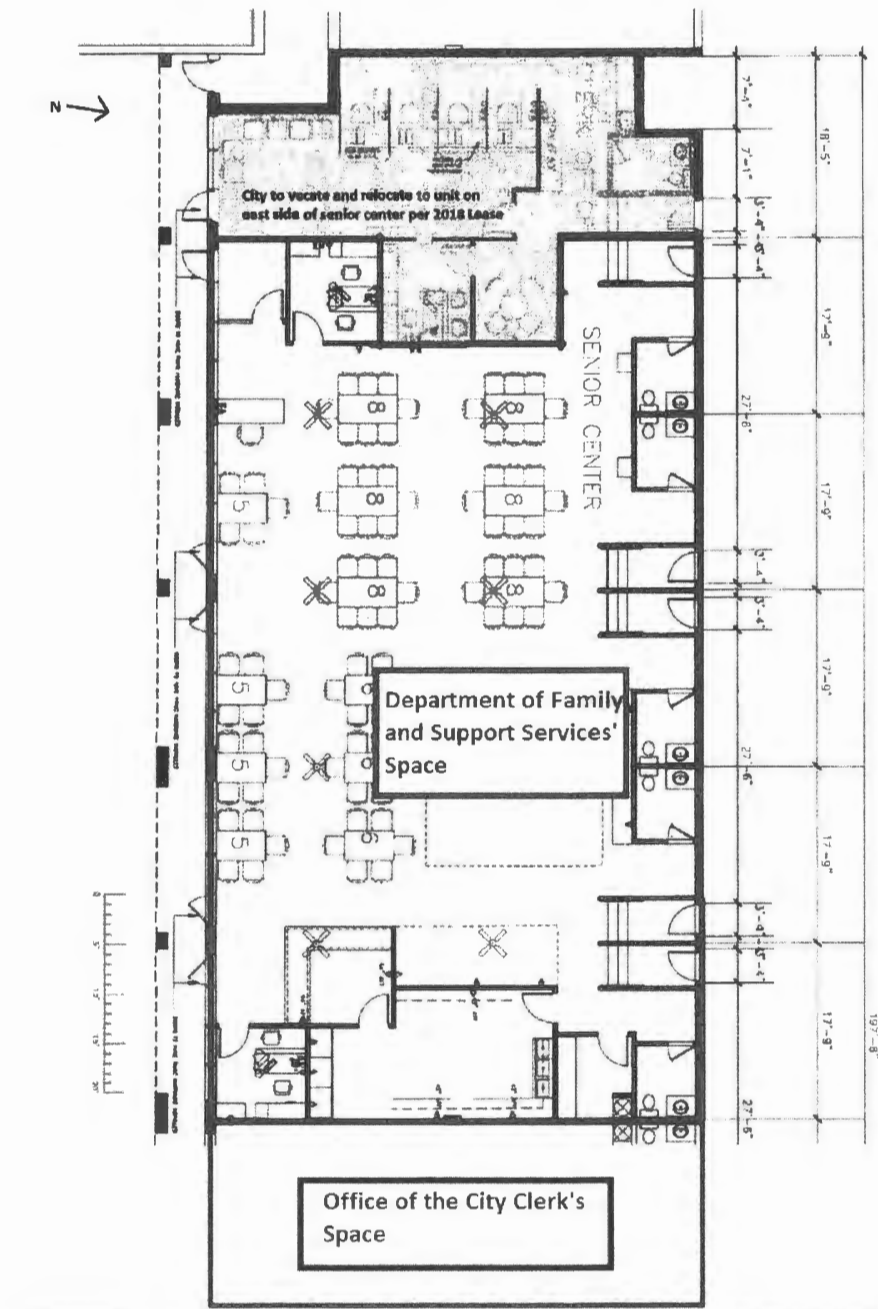
(Sub)Exhibit "A".
(To First Amendment To Least No. 14216)

Depiction Of Premises.
(Page 1 of 2)



(Sub)Exhibit "A".
(To First Amendment To Least No. 14216)

Depiction Of Premises.
(Page 2 of 2)



COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 32.48 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. WESTERN AVE.

[O2026-0023219]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Scott Waguespack (which was referred on February 18, 2026) to amend the Municipal Code of Chicago by adding new subsection 4-60-022 (32.48) to disallow issuance of additional alcoholic liquor licenses on a portion of North Western 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 March 12, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-60-022 Restrictions on additional licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(32.48) On the east side of Western Avenue from Melrose Street to School Street.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take full force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 15.111 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. HERMITAGE AVE.

[O2026-0023381]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Raymond A. Lopez (which was referred on February 18, 2026) to amend the Municipal Code of Chicago by deleting

subsection 4-60-023 (15.111) to allow issuance of additional package goods licenses on a portion of South Hermitage 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 March 12, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions on additional licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(15.111) On Hermitage Avenue, from 43rd to 45th Street~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 16.149 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTION OF S. ASHLAND AVE.

[O2026-0023144]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Stephanie D. Coleman (which was referred on February 18, 2026) to amend the Municipal Code of Chicago by deleting subsection 4-60-023 (16.149) to allow issuance of additional package goods licenses on a portion of South Ashland 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 March 12, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions on additional licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(16.149) On Ashland Avenue, from 62nd to 64th Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

Action Deferred -- AMENDMENT OF CHAPTER 4-155 OF MUNICIPAL CODE BY ADDING NEW SECTION 4-155-045 TO PROHIBIT ISSUANCE OF VIDEO GAMING LICENSES IN 28TH WARD.

[O2026-0023351]

The Committee on License and Consumer Protection submitted the following report which was, at the request of Alderpersons Fuentes, Ervin, Rodríguez-Sánchez, Quezada and Hadden, *Deferred* and ordered published:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Jason Ervin (which was referred on February 18, 2026) to amend Municipal Code Chapter 4-155 by adding new Section 4-155-045 to prohibit issuance of video gaming licenses in the 28th Ward, begs leave to recommend that Your Honorable Body do not 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 March 12, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. Chapter 4-155 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-155-045, as follows:

4-155-045 Video Gaming -- Prohibited areas.

(a) Notwithstanding any provision of this chapter to the contrary, no license under this chapter shall be issued for any location within the following wards, as described in Article III of Chapter 2-8: 28.

SECTION 2. This ordinance takes effect upon passage and publication.

Action Deferred -- AMENDMENT OF CHAPTER 4-155 OF MUNICIPAL CODE BY ADDING NEW SECTION 4-155-045 TO DISALLOW ISSUANCE OF ADDITIONAL VIDEO GAMING LICENSES IN 26TH, 27TH, 33RD, 35TH AND 49TH WARDS.
[SO2025-0021968]

The Committee on License and Consumer Protection submitted the following report which was, at the request of Alderpersons Fuentes, Ervin, Rodríguez-Sánchez, Quezada and Hadden, *Deferred* and ordered published:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Jessica L. Fuentes (which was referred on December 29, 2025) to amend the Municipal Code of Chicago by adding new Section 4-155-045 to disallow issuance of additional video gaming licenses in the 26th, 27th, 33rd, 35th and 49th Wards, begs leave to recommend that Your Honorable Body do not pass the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 12, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. Chapter 4-155 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-155-045, as follows:

4-155-045 Video Gaming -- Prohibited areas.

(a) Notwithstanding any provision of this chapter to the contrary, no license under this chapter shall be issued for any location within the following wards, as described in Article III of Chapters 2-8: 26; 27; 33; 35; 49.

SECTION 2. This ordinance takes effect upon passage and publication.

Action Deferred -- AMENDMENT OF SECTION 4-156-962 OF MUNICIPAL CODE BY MODIFYING LICENSE REQUIREMENTS REGARDING LAWFUL SPORTS WAGERING.

[O2026-0022510]

The Committee on License and Consumer Protection submitted the following report which was, at the request of Alderperson Beale and Alderperson Villegas, *Deferred* and ordered published:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Mayor Brandon Johnson and the Corporation Counsel (which was referred on January 12, 2026) to amend Municipal Code Section 4-156-962 by modifying license requirements regarding lawful sports wagering, 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 March 12, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. Section 4-156-962 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by adding the language underscored, as follows:

4-156-962 License required.

It shall be unlawful for any person to conduct sports wagering ~~at a physical location in the City of Chicago, including at a physical location, or through the internet, related mobile sports wagering permitted under the Sports Wagering Act as a result of such person being physically located in~~ with a patron present in the City of Chicago at the time of placing a wager, unless such person: (1) is an owners licensee, organization licensee, sports facility or its designee, or a management services provider of such person, and (2) holds all necessary licenses under the Sports Wagering Act, and (3) holds valid City licenses including a primary sports license and, if applicable, necessary secondary sports licenses.

SECTION 2. The changes effected by Section 1 of this amendatory ordinance are intended to clarify, rather than to change, existing law, as amended by Article VIII of the 2026 Substitute Revenue Ordinance, bearing City Clerk reference number SO2025-0021719, as passed by the City Council on December 19, 2025.

SECTION 3. This ordinance shall be in full force and effect following due passage and approval, and shall be retroactive to January 1, 2026.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

REMOVAL AND AMENDMENT OF PARKING METERS.

[SO2026-0023810]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 18, 2026.

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 Cruz, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Comptroller of the City of Chicago is directed to remove and/or amend parking meters at the below listed locations:

Ward	Location
27	Amend Parking Meters Pay Box Number 546437 at 1107 -- 1121 North Orleans Street (east side) from West Hill Street to West Elm Street; [O2026-0023387]
27	Amend Parking Meters Pay Box Number 756312 at 210 -- 216 North Peoria Street (west side) by temporarily relocating to West Lake Street to the first alley north thereof from February 1, 2026 to February 2, 2027; [O2026-0023389]
43	Remove parking meters at West Wrightwood Avenue (north side) from 606 -- 612 West Wrightwood Avenue -- Meter Zone Number 439206; remove parking meters at West Deming Place (north side) from 500 -- 504 West Deming Place and at West Deming Place (south side) from 501 -- 507 West Deming Place. [O2026-0023111]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
(Except For Disabled)

[SO2026-0023814]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking restrictions at all times -- disabled permits on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

Establishment Of Disabled Permit Parking:

Ward	Location And Permit Number
1	2850 West Logan Boulevard -- Disabled Parking Permit Number 138317; [O2025-0021061]
1	1624 West Le Moyne Street -- Disabled Parking Permit Number 138609; [O2026-0022274]

Ward	Location And Permit Number
3	61 East Carver Place -- Disabled Parking Permit Number 137003; [O2026-0023218]
3	Amend ordinance passed October 16, 2025, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 34134, which reads: "438 East Oakwood Boulevard -- Disabled Parking Permit Number 31969" by striking: "31969" and inserting: "135556" in lieu thereof; [O2026-0023376]
5	1519 East 69 th Street -- Disabled Parking Permit Number 131129; [O2026-0023732]
8	9140 South Blackstone Avenue -- Disabled Parking Permit Number 137063; [O2026-0023085]
8	7926 South Paxton Avenue -- Disabled Parking Permit Number 138101; [O2026-0023089]
8	627 East 89 th Place -- Disabled Parking Permit Number 136064; [O2026-0023298]
10	13212 South Mackinaw Avenue -- Disabled Parking Permit Number 138731; [O2026-0022637]
10	10828 South Torrence Avenue -- Disabled Parking Permit Number 136689; [O2026-0022930]
12	4308 South Whipple Street -- Disabled Parking Permit Number 138329; [O2026-0023301]
12	4424 South Talman Avenue -- Disabled Parking Permit Number 137995; [O2026-0023302]
13	6154 South Major Avenue -- Disabled Parking Permit Number 138368; [O2026-0023088]
13	5842 West 64 th Place -- Disabled Parking Permit Number 138369; [O2026-0023090]
14	3508 West 59 th Place -- Disabled Parking Permit Number 137493; [O2026-0023725]
14	5713 South Sawyer Avenue -- Disabled Parking Permit Number 137308; [O2026-0023726]

Ward	Location And Permit Number
14	4530 South Harding Avenue -- Disabled Parking Permit Number 137333; [O2026-0023727]
14	6037 South Sawyer Avenue -- Disabled Parking Permit Number 137027; [O2026-0023728]
16	5927 South Ada Street -- Disabled Parking Permit Number 137386; [O2025-0021889]
17	7635 South Aberdeen Street -- Disabled Parking Permit Number 137963; [O2026-0022611]
17	8019 South Perry Avenue -- Disabled Parking Permit Number 134461; [O2026-0022612]
17	7641 South Marshfield Avenue -- Disabled Parking Permit Number 131593; [O2026-0022614]
17	8134 South Laflin Street -- Disabled Parking Permit Number 133111; [O2026-0022616]
17	7118 South Talman Avenue -- Disabled Parking Permit Number 136490; [O2026-0023162]
17	7932 South Lafayette Avenue -- Disabled Parking Permit Number 137920; [O2026-0023217]
18	3288 West Columbus Avenue -- Disabled Parking Permit Number 138610; [O2026-0022948]
18	3844 West Myrick Street -- Disabled Parking Permit Number 134626; [O2026-0023172]
20	1152 East 67 th Street -- Disabled Parking Permit Number 135619; [O2026-0023729]
21	10922 South Eggleston Avenue -- Disabled Parking Permit Number 136925; [O2026-0023204]
21	8813 South Elizabeth Street -- Disabled Parking Permit Number 134745; [O2026-0023378]
21	9400 South Justine Street -- Disabled Parking Permit Number 127047; [O2026-0023379]

Ward	Location And Permit Number
21	11616 South Aberdeen Street -- Disabled Parking Permit Number 137466; [O2026-0023380]
21	9511 South Emerald Avenue -- Disabled Parking Permit Number 127055; [O2026-0023382]
28	3402 West Carroll Avenue -- Disabled Parking Permit Number 125898; [O2026-0023292]
28	4849 West Adams Street -- Disabled Parking Permit Number 136091; [O2026-0023293]
28	158 North La Crosse Avenue -- Disabled Parking Permit Number 136713; [O2026-0023294]
29	5524 West Jackson Boulevard -- Disabled Parking Permit Number 137467; [O2026-0023203]
30	3325 North Avers Avenue -- Disabled Parking Permit Number 138732; [O2026-0023057]
31	5030 West Wolfram Street (signs to be posted at 5034 West Wolfram Street) -- Disabled Parking Permit Number 132990; [O2026-0022755]
36	2526 West Cortez Street -- Disabled Parking Permit Number 137811; [O2026-0023189]
49	6441 North Greenview Avenue -- Disabled Parking Permit Number 137118; [O2026-0023069]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
1	Repeal Disabled Parking Permit Number 109870 at 863 North Marshfield Avenue; [O2026-0023722]
3	Repeal Disabled Parking Permit Number 110385 at 3613 South Giles Avenue; [O2026-0023721]

Ward	Location And Permit Number
4	Repeal Disabled Parking Permit Number 114681 at 4538 South Drexel Boulevard; [O2026-0023720]
5	Repeal Disabled Parking Permit Number 113651 at 5433 South Hyde Park Boulevard; [O2026-0023717]
5	Repeal Disabled Parking Permit Number 112404 at 5325 South Cornell Avenue; [O2026-0023718]
5	Repeal Disabled Parking Permit Number 100979 at 5436 South Hyde Park Boulevard; [O2026-0023719]
6	Repeal Disabled Parking Permit Number 114863 at 8233 South Evans Avenue; [O2026-0023706]
6	Repeal Disabled Parking Permit Number 114199 at 6954 South Eberhart Avenue; [O2026-0023707]
6	Repeal Disabled Parking Permit Number 107020 at 8148 South LaSalle Street; [O2026-0023708]
6	Repeal Disabled Parking Permit Number 113862 at 7805 South Michigan Avenue; [O2026-0023709]
6	Repeal Disabled Parking Permit Number 103728 at 8017 South Langley Avenue; [O2026-0023710]
6	Repeal Disabled Parking Permit Number 100667 at 421 East 81 st Street; [O2026-0023711]
6	Repeal Disabled Parking Permit Number 100283 at 7118 South Indiana Avenue; [O2026-0023712]
6	Repeal Disabled Parking Permit Number 100061 at 7223 South Perry Avenue; [O2026-0023713]

Ward	Location And Permit Number
6	Repeal Disabled Parking Permit Number 100042 at 7839 South Langley Avenue; [O2026-0023715]
6	Repeal Disabled Parking Permit Number 100041 at 8244 South St. Lawrence Avenue; [O2026-0023716]
8	Repeal Disabled Parking Permit Number 113401 at 8224 South Harper Avenue; [O2026-0023698]
8	Repeal Disabled Parking Permit Number 108078 at 8255 South Merrill Avenue; [O2026-0023703]
8	Repeal Disabled Parking Permit Number 105939 at 8554 South Maryland Avenue; [O2026-0023705]
10	Repeal Disabled Parking Permit Number 102554 at 10441 South Avenue G; [O2026-0023696]
11	Repeal Disabled Parking Permit Number 116044 at 2921 South Elias Court; [O2026-0023683]
11	Repeal Disabled Parking Permit Number 116036 at 3103 South Racine Avenue; [O2026-0023684]
11	Repeal Disabled Parking Permit Number 116033 at 2920 South Canal Street; [O2026-0023685]
11	Repeal Disabled Parking Permit Number 114400 at 3342 South Paulina Street; [O2026-0023686]
11	Repeal Disabled Parking Permit Number 112001 at 3013 South Wells Street; [O2026-0023687]
11	Repeal Disabled Parking Permit Number 111960 at 3229 South Green Street; [O2026-0023688]
11	Repeal Disabled Parking Permit Number 110668 at 2853 South Quinn Street; [O2026-0023689]

Ward	Location And Permit Number
11	Repeal Disabled Parking Permit Number 101756 at 1231 West 32 nd Street; [O2026-0023690]
11	Repeal Disabled Parking Permit Number 101751 at 1921 West 34 th Place; [O2026-0023692]
11	Repeal Disabled Parking Permit Number 101722 at 3123 South Lowe Avenue; [O2026-0023693]
11	Repeal Disabled Parking Permit Number 101721 at 2830 South Princeton Avenue; [O2026-0023694]
11	Repeal Disabled Parking Permit Number 100113 at 1629 West 33 rd Street; [O2026-0023695]
12	Repeal Disabled Parking Permit Number 114424 at 2947 West 38 th Street; [O2026-0023677]
12	Repeal Disabled Parking Permit Number 107916 at 2913 West 38 th Place; [O2026-0023678]
12	Repeal Disabled Parking Permit Number 100137 at 3719 South Honore Street; [O2026-0023679]
12	Repeal Disabled Parking Permit Number 100127 at 3624 South Hoyne Avenue; [O2026-0023681]
12	Repeal Disabled Parking Permit Number 100107 at 3642 South Honore Street; [O2026-0023682]
13	Repeal Disabled Parking Permit Number 99213 at 6361 South Lockwood Avenue; [O2026-0023091]
13	Repeal Disabled Parking Permit Number 106971 at 5700 South Kolmar Avenue; [O2026-0023675]
13	Repeal Disabled Parking Permit Number 106039 at 6016 South Kenneth Avenue; [O2026-0023676]

Ward	Location And Permit Number
14	Repeal Disabled Parking Permit Number 111211 at 6022 South Troy Street; [O2026-0023672]
14	Repeal Disabled Parking Permit Number 104586 at 5029 South Tripp Avenue (signs posted at 5026 South Tripp Avenue); [O2026-0023673]
14	Repeal Disabled Parking Permit Number 100450 at 3316 West 57 th Street; [O2026-0023674]
15	Repeal Disabled Parking Permit Number 115573 at 4633 South Wood Street; [O2026-0023643]
15	Repeal Disabled Parking Permit Number 111625 at 2507 West 54 th Street; [O2026-0023644]
15	Repeal Disabled Parking Permit Number 111204 at 4549 South Paulina Street; [O2026-0023645]
15	Repeal Disabled Parking Permit Number 109606 at 6337 South Honore Street; [O2026-0023646]
15	Repeal Disabled Parking Permit Number 109595 at 4846 South Wood Street; [O2026-0023648]
15	Repeal Disabled Parking Permit Number 109588 at 4345 South Wolcott Avenue; [O2026-0023649]
15	Repeal Disabled Parking Permit Number 107863 at 4407 South Union Avenue; [O2026-0023650]
15	Repeal Disabled Parking Permit Number 107220 at 6408 South Albany Avenue; [O2026-0023651]
15	Repeal Disabled Parking Permit Number 106697 at 6435 South Wood Street; [O2026-0023652]
15	Repeal Disabled Parking Permit Number 105427 at 5713 South Washtenaw Avenue; [O2026-0023653]

Ward	Location And Permit Number
15	Repeal Disabled Parking Permit Number 104241 at 6411 South Francisco Avenue; [O2026-0023665]
15	Repeal Disabled Parking Permit Number 103632 at 3109 West 62 nd Street; [O2026-0023666]
15	Repeal Disabled Parking Permit Number 102383 at 6050 South Mozart Street; [O2026-0023667]
15	Repeal Disabled Parking Permit Number 102380 at 3031 West 62 nd Street; [O2026-0023668]
15	Repeal Disabled Parking Permit Number 102303 at 5654 South Maplewood Avenue; [O2026-0023669]
15	Repeal Disabled Parking Permit Number 102023 at 5944 South Sacramento Avenue; [O2026-0023670]
15	Repeal Disabled Parking Permit Number 100197 at 4643 South Wallace Street; [O2026-0023671]
17	Repeal Disabled Parking Permit Number 113559 at 7715 South Throop Street; [O2026-0023639]
17	Repeal Disabled Parking Permit Number 111696 at 7821 South Sangamon Street; [O2026-0023640]
17	Repeal Disabled Parking Permit Number 107024 at 8255 South Aberdeen Street; [O2026-0023641]
17	Repeal Disabled Parking Permit Number 102037 at 8015 South Justine Street; [O2026-0023642]
18	Repeal Disabled Parking Permit Number 112509 at 8133 South Troy Street; [O2026-0023634]
18	Repeal Disabled Parking Permit Number 110706 at 7938 South Troy Street; [O2026-0023635]

Ward	Location And Permit Number
18	Repeal Disabled Parking Permit Number 107491 at 3916 West 84 th Place; [O2026-0023636]
18	Repeal Disabled Parking Permit Number 104157 at 7948 South Whipple Street; [O2026-0023638]
19	Repeal Disabled Parking Permit Number 116888 at 9938 South Fairfield Avenue; [O2026-0023631]
20	Repeal Disabled Parking Permit Number 110000 at 6402 South Greenwood Avenue; [O2026-0023627]
20	Repeal Disabled Parking Permit Number 102597 at 6509 South Woodlawn Avenue; [O2026-0023628]
20	Repeal Disabled Parking Permit Number 102575 at 5951 South Princeton Avenue; [O2026-0023629]
21	Repeal Disabled Parking Permit Number 116354 at 8742 South Lowe Avenue; [O2026-0023620]
21	Repeal Disabled Parking Permit Number 112813 at 1034 West 92 nd Place; [O2026-0023621]
21	Repeal Disabled Parking Permit Number 111320 at 11537 South Peoria Street; [O2026-0023622]
21	Repeal Disabled Parking Permit Number 106111 at 10622 South Lowe Avenue; [O2026-0023623]
21	Repeal Disabled Parking Permit Number 103227 at 8736 South Emerald Avenue; [O2026-0023624]
21	Repeal Disabled Parking Permit Number 101906 at 10549 South Peoria Street; [O2026-0023625]

Ward	Location And Permit Number
21	Repeal Disabled Parking Permit Number 101889 at 738 West 118 th Street; [O2026-0023626]
22	Repeal Disabled Parking Permit Number 116638 at 3031 South Pulaski Road; [O2026-0023613]
22	Repeal Disabled Parking Permit Number 116626 at 4623 South Lamon Avenue; [O2026-0023614]
22	Repeal Disabled Parking Permit Number 111387 at 4620 South Keating Avenue; [O2026-0023615]
22	Repeal Disabled Parking Permit Number 107797 at 2850 South Avers Avenue; [O2026-0023616]
22	Repeal Disabled Parking Permit Number 106564 at 3217 South Komensky Avenue; [O2026-0023617]
22	Repeal Disabled Parking Permit Number 106536 at 3003 South Harding Avenue; [O2026-0023618]
22	Repeal Disabled Parking Permit Number 106533 at 2433 South Hamlin Avenue; [O2026-0023619]
23	Repeal Disabled Parking Permit Number 110043 at 5336 South Merrimac Avenue; [O2026-0023612]
24	Repeal Disabled Parking Permit Number 116546 at 3632 West Polk Street; [O2026-0023604]
24	Repeal Disabled Parking Permit Number 116450 at 813 South Kedvale Avenue; [O2026-0023605]
24	Repeal Disabled Parking Permit Number 115905 at 2847 West 25 th Place; [O2026-0023606]

Ward	Location And Permit Number
24	Repeal Disabled Parking Permit Number 114475 at 1331 South Kildare Avenue; [O2026-0023607]
24	Repeal Disabled Parking Permit Number 113017 at 3834 West Flournoy Street; [O2026-0023608]
24	Repeal Disabled Parking Permit Number 113007 at 3330 West Polk Street; [O2026-0023609]
24	Repeal Disabled Parking Permit Number 106975 at 1808 South Springfield Avenue; [O2026-0023610]
24	Repeal Disabled Parking Permit Number 105742 at 4353 West Flournoy Street; [O2026-0023611]
25	Repeal Disabled Parking Permit Number 110190 at 2235 South Bell Avenue; [O2026-0023601]
25	Repeal Disabled Parking Permit Number 102151 at 2235 West 23 rd Street; [O2026-0023602]
25	Repeal Disabled Parking Permit Number 100076 at 2119 West 23 rd Street; [O2026-0023603]
26	Repeal Disabled Parking Permit Number 110557 at 1908 North Keystone Avenue; [O2026-0023598]
26	Repeal Disabled Parking Permit Number 105099 at 1600 North Talman Avenue; [O2026-0023599]
26	Repeal Disabled Parking Permit Number 105025 at 3227 West Thomas Street; [O2026-0023600]
27	Repeal Disabled Parking Permit Number 115548 at 343 West Old Town Court (signs posted at 1211 North Sedgwick Street); [O2026-0023592]

Ward	Location And Permit Number
27	Repeal Disabled Parking Permit Number 112169 at 25 North Ada Street; [O2026-0023594]
27	Repeal Disabled Parking Permit Number 109465 at 2932 West Jackson Boulevard; [O2026-0023595]
27	Repeal Disabled Parking Permit Number 109418 at 2637 West Monroe Street; [O2026-0023596]
27	Repeal Disabled Parking Permit Number 105361 at 631 North Spaulding Avenue; [O2026-0023597]
28	Repeal Disabled Parking Permit Number 115383 at 4332 West Jackson Boulevard; [O2026-0023586]
28	Repeal Disabled Parking Permit Number 115365 at 3916 West Congress Parkway; [O2026-0023587]
28	Repeal Disabled Parking Permit Number 110086 at 4239 West West End Avenue; [O2026-0023588]
28	Repeal Disabled Parking Permit Number 104782 at 4849 West Fulton Street; [O2026-0023589]
28	Repeal Disabled Parking Permit Number 100905 at 1318 South Claremont Avenue; [O2026-0023590]
28	Repeal Disabled Parking Permit Number 100821 at 4708 West Monroe Street; [O2026-0023591]
29	Repeal Disabled Parking Permit Number 113453 at 1732 North Meade Avenue; [O2026-0023578]
29	Repeal Disabled Parking Permit Number 112970 at 2848 North Neva Avenue; [O2026-0023579]

Ward	Location And Permit Number
29	Repeal Disabled Parking Permit Number 112781 at 3004 North Oconto Avenue; [O2026-0023580]
29	Repeal Disabled Parking Permit Number 111821 at 2818 North Nordica Avenue; [O2026-0023581]
29	Repeal Disabled Parking Permit Number 102276 at 1120 South Menard Avenue; [O2026-0023582]
29	Repeal Disabled Parking Permit Number 101768 at 3243 North Oriole Avenue; [O2026-0023584]
29	Repeal Disabled Parking Permit Number 101255 at 320 North Menard Avenue; [O2026-0023585]
30	Repeal Disabled Parking Permit Number 115627 at 3434 North Harding Avenue; [O2026-0023573]
30	Repeal Disabled Parking Permit Number 112773 at 5729 West Roscoe Street; [O2026-0023574]
30	Repeal Disabled Parking Permit Number 112753 at 3434 North Lowell Avenue; [O2026-0023575]
30	Repeal Disabled Parking Permit Number 102889 at 4028 West Waveland Avenue; [O2026-0023576]
30	Repeal Disabled Parking Permit Number 102300 at 6122 West Henderson Street; [O2026-0023577]
31	Repeal Disabled Parking Permit Number 115617 at 5426 West Wrightwood Avenue; [O2026-0023562]
31	Repeal Disabled Parking Permit Number 115616 at 5448 West Wrightwood Avenue; [O2026-0023563]

Ward	Location And Permit Number
31	Repeal Disabled Parking Permit Number 114516 at 4019 West Barry Avenue; [O2026-0023564]
31	Repeal Disabled Parking Permit Number 114508 at 4822 West Newport Avenue; [O2026-0023565]
31	Repeal Disabled Parking Permit Number 113320 at 3305 North Lockwood Avenue; [O2026-0023566]
31	Repeal Disabled Parking Permit Number 111637 at 4938 West Oakdale Avenue; [O2026-0023567]
31	Repeal Disabled Parking Permit Number 109576 at 2940 North Kolmar Avenue; [O2026-0023569]
31	Repeal Disabled Parking Permit Number 109544 at 4627 West Altgeld Street; [O2026-0023570]
31	Repeal Disabled Parking Permit Number 104537 at 2416 North Kilpatrick Avenue; [O2026-0023571]
31	Repeal Disabled Parking Permit Number 104533 at 4638 West Barry Avenue; [O2026-0023572]
33	Repeal Disabled Parking Permit Number 115872 at 4856 North Sacramento Avenue; [O2026-0023550]
33	Repeal Disabled Parking Permit Number 115708 at 4921 North Lawndale Avenue; [O2026-0023551]
33	Repeal Disabled Parking Permit Number 115462 at 3825 North Richmond Street; [O2026-0023552]
33	Repeal Disabled Parking Permit Number 115424 at 4201 North Francisco Avenue (signs posted at 2848 West Berteau Avenue); [O2026-0023553]

Ward	Location And Permit Number
33	Repeal Disabled Parking Permit Number 114054 at 3652 West Agatite Avenue; [O2026-0023554]
33	Repeal Disabled Parking Permit Number 114047 at 4844 North Ridgeway Avenue; [O2026-0023555]
33	Repeal Disabled Parking Permit Number 113782 at 4505 North Central Park Avenue; [O2026-0023557]
33	Repeal Disabled Parking Permit Number 113766 at 4851 North Sawyer Avenue; [O2026-0023558]
33	Repeal Disabled Parking Permit Number 110017 at 4453 North Drake Avenue; [O2026-0023559]
33	Repeal Disabled Parking Permit Number 109684 at 3738 North Troy Street; [O2026-0023560]
33	Repeal Disabled Parking Permit Number 101307 at 4857 North Avers Avenue (signs posted at 3819 West Ainslie Street); [O2026-0023561]
34	Repeal Disabled Parking Permit Number 100895 at 1424 West Polk Street; [O2026-0023548]
35	Repeal Disabled Parking Permit Number 115731 at 2804 North Francisco Avenue; [O2026-0023529]
35	Repeal Disabled Parking Permit Number 115724 at 2940 North Talman Avenue; [O2026-0023530]
35	Repeal Disabled Parking Permit Number 114041 at 3751 West Belden Avenue; [O2026-0023531]
35	Repeal Disabled Parking Permit Number 110556 at 4340 West Dickens Avenue; [O2026-0023532]

Ward	Location And Permit Number
35	Repeal Disabled Parking Permit Number 110551 at 3140 North Drake Avenue; [O2026-0023533]
35	Repeal Disabled Parking Permit Number 110543 at 4338 West Shakespeare Avenue; [O2026-0023534]
35	Repeal Disabled Parking Permit Number 110531 at 2980 North Wisner Avenue; [O2026-0023535]
35	Repeal Disabled Parking Permit Number 110511 at 2823 North Central Park Avenue (signs posted at 3568 West Wolfram Street); [O2026-0023536]
35	Repeal Disabled Parking Permit Number 107564 at 3816 West Wrightwood Avenue; [O2026-0023537]
35	Repeal Disabled Parking Permit Number 106218 at 3745 North Drake Avenue; [O2026-0023538]
35	Repeal Disabled Parking Permit Number 106215 at 2537 North Spaulding Avenue; [O2026-0023539]
35	Repeal Disabled Parking Permit Number 106211 at 2219 North Springfield Avenue; [O2026-0023540]
35	Repeal Disabled Parking Permit Number 204986 at 2148 North Drake Avenue; [O2026-0023541]
35	Repeal Disabled Parking Permit Number 104339 at 2255 North Kostner Avenue; [O2026-0023542]
35	Repeal Disabled Parking Permit Number 103008 at 2255 North Kildare Avenue; [O2026-0023544]
35	Repeal Disabled Parking Permit Number 101308 at 3047 North Gresham Avenue; [O2026-0023545]

Ward	Location And Permit Number								
35	Repeal Disabled Parking Permit Number 101148 at 2416 North Springfield Avenue;	[O2026-0023547]							
36	Repeal Disabled Parking Permit Number 114657 at 3012 North Neenah Avenue;	[O2026-0023518]							
36	Repeal Disabled Parking Permit Number 112786 at 3024 North Normandy Avenue;	[O2026-0023519]							
36	Repeal Disabled Parking Permit Number 112665 at 1236 North Hamlin Avenue;	[O2026-0023520]							
36	Repeal Disabled Parking Permit Number 110587 at 2252 North Nagle Avenue;	[O2026-0023521]							
36	Repeal Disabled Parking Permit Number 109855 at 2124 West Huron Street;	[O2026-0023522]							
36	Repeal Disabled Parking Permit Number 107647 at 2053 North Leamington Avenue;	[O2026-0023524]							
36	Repeal Disabled Parking Permit Number 105915 at 2131 North McVicker Avenue;	[O2026-0023525]							
36	Repeal Disabled Parking Permit Number 105680 at 840 North California Avenue;	[O2026-0023526]							
36	Repeal Disabled Parking Permit Number 105652 at 1521 North Kostner Avenue;	[O2026-0023527]							
36	Repeal Disabled Parking Permit Number 102366 at 1420 North Kedvale Avenue (signs posted at 1428 North Kedvale Avenue);	[O2026-0023528]							

Ward	Location And Permit Number
37	Repeal Disabled Parking Permit Number 116214 at 950 North Harding Avenue; [O2026-0023503]
37	Repeal Disabled Parking Permit Number 114538 at 834 North Keeler Avenue; [O2026-0023504]
37	Repeal Disabled Parking Permit Number 110107 at 154 North Lotus Avenue; [O2026-0023505]
37	Repeal Disabled Parking Permit Number 106620 at 1633 North Long Avenue; [O2026-0023506]
37	Repeal Disabled Parking Permit Number 106603 at 5238 West Bloomingdale Avenue; [O2026-0023507]
37	Repeal Disabled Parking Permit Number 106481 at 1136 North Karlov Avenue; [O2026-0023508]
37	Repeal Disabled Parking Permit Number 103966 at 1511 North Luna Avenue; [O2026-0023509]
37	Repeal Disabled Parking Permit Number 103744 at 636 North Lockwood Avenue; [O2026-0023510]
37	Repeal Disabled Parking Permit Number 103561 at 5051 West Superior Street; [O2026-0023511]
37	Repeal Disabled Parking Permit Number 101646 at 922 North Springfield Avenue; [O2026-0023513]
37	Repeal Disabled Parking Permit Number 101639 at 4843 West Cortez Street; [O2026-0023514]
37	Repeal Disabled Parking Permit Number 101636 at 913 North Leamington Avenue; [O2026-0023515]
37	Repeal Disabled Parking Permit Number 100801 at 41 North Lorel Avenue; [O2026-0023516]

Ward	Location And Permit Number
37	Repeal Disabled Parking Permit Number 100783 at 229 North Long Avenue; [O2026-0023517]
38	Repeal Disabled Parking Permit Number 113047 at 3408 North Normandy Avenue; [O2026-0023491]
38	Repeal Disabled Parking Permit Number 113030 at 3406 North Oconto Avenue; [O2026-0023492]
38	Repeal Disabled Parking Permit Number 111291 at 3542 North Neenah Avenue; [O2026-0023493]
38	Repeal Disabled Parking Permit Number 109974 at 3624 North Pacific Avenue; [O2026-0023494]
38	Repeal Disabled Parking Permit Number 109972 at 3816 North Osceloa Avenue; [O2026-0023495]
38	Repeal Disabled Parking Permit Number 106832 at 6251 West Waveland Avenue; [O2026-0023496]
38	Repeal Disabled Parking Permit Number 105921 at 5921 West Patterson Avenue; [O2026-0023497]
38	Repeal Disabled Parking Permit Number 105913 at 6249 West Waveland Avenue; [O2026-0023499]
38	Repeal Disabled Parking Permit Number 101882 at 6304 West Eastwood Avenue; [O2026-0023500]
38	Repeal Disabled Parking Permit Number 101855 at 7659 West Addison Street (signs posted at 3559 North Overhill Avenue); [O2026-0023501]

Ward	Location And Permit Number
39	Repeal Disabled Parking Permit Number 114795 at 3625 West Foster Avenue; [O2026-0023481]
39	Repeal Disabled Parking Permit Number 113602 at 2846 West Summerdale Avenue; [O2026-0023482]
39	Repeal Disabled Parking Permit Number 113238 at 4900 North Ridgeway Avenue; [O2026-0023483]
39	Repeal Disabled Parking Permit Number 111657 at 5614 North Kimball Avenue; [O2026-0023484]
39	Repeal Disabled Parking Permit Number 109498 at 4211 North Keystone Avenue; [O2026-0023485]
39	Repeal Disabled Parking Permit Number 105804 at 4635 North Lowell Avenue; [O2026-0023486]
39	Repeal Disabled Parking Permit Number 105801 at 4742 North Lowell Avenue; [O2026-0023487]
39	Repeal Disabled Parking Permit Number 105799 at 5711 North Spaulding Avenue; [O2026-0023488]
39	Repeal Disabled Parking Permit Number 105792 at 4112 West Argyle Street; [O2026-0023489]
39	Repeal Disabled Parking Permit Number 101576 at 2842 West Summerdale Avenue; [O2026-0023490]
40	Repeal Disabled Parking Permit Number 113579 at 5829 North Washtenaw Avenue; [O2026-0023479]
40	Repeal Disabled Parking Permit Number 103181 at 5114 North Oakley Avenue; [O2026-0023480]

Ward	Location And Permit Number
40	Repeal Disabled Parking Permit Number 93985 at 5531 North Campbell Avenue; [O2026-0023724]
41	Repeal Disabled Parking Permit Number 115767 at 8748 West Summerdale Avenue; [O2026-0023478]
43	Repeal Disabled Parking Permit Number 114174 at 2045 North Dayton Street; [O2026-0023474]
43	Repeal Disabled Parking Permit Number 101237 at 357 West Dickens Avenue; [O2026-0023475]
43	Repeal Disabled Parking Permit Number 101223 at 1829 North Sheffield Avenue; [O2026-0023476]
43	Repeal Disabled Parking Permit Number 101218 at 1634 North Meyer Avenue; [O2026-0023477]
44	Repeal Disabled Parking Permit Number 115902 at 1015 West Roscoe Street; [O2026-0023472]
44	Repeal Disabled Parking Permit Number 110967 at 3722 North Wilton Avenue; [O2026-0023473]
45	Repeal Disabled Parking Permit Number 107378 at 4755 North Lotus Avenue; [O2026-0023471]
47	Repeal Disabled Parking Permit Number 115398 at 4339 North Hermitage Avenue; [O2026-0023468]
47	Repeal Disabled Parking Permit Number 110007 at 2434 West Berenice Avenue; [O2026-0023469]
47	Repeal Disabled Parking Permit Number 103169 at 4606 North Ashland Avenue (signs posted at 1601 West Wilson Avenue); [O2026-0023470]

Ward	Location And Permit Number
48	Repeal Disabled Parking Permit Number 102977 at 5732 North Wayne Avenue; [O2026-0023465]
48	Repeal Disabled Parking Permit Number 102975 at 5103 North Kenmore Avenue; [O2026-0023467]
49	Repeal Disabled Parking Permit Number 116778 at 7029 North Greenview Avenue; [O2026-0023451]
49	Repeal Disabled Parking Permit Number 116765 at 7761 North Sheridan Road (signs posted at 7758 North Eastlake Terrace); [O2026-0023452]
49	Repeal Disabled Parking Permit Number 116761 at 6817 North Ravenswood Avenue; [O2026-0023453]
49	Repeal Disabled Parking Permit Number 116673 at 7312 North Ridge Boulevard; [O2026-0023454]
49	Repeal Disabled Parking Permit Number 116651 at 7733 North Hermitage Avenue; [O2026-0023455]
49	Repeal Disabled Parking Permit Number 116647 at 7244 North Hamilton Avenue; [O2026-0023456]
49	Repeal Disabled Parking Permit Number 116646 at 1851 West Touhy Avenue; [O2026-0023457]
49	Repeal Disabled Parking Permit Number 112705 at 7511 North Oakley Avenue; [O2026-0023458]
49	Repeal Disabled Parking Permit Number 112670 at 7360 North Hoyne Avenue; [O2026-0023459]

Ward	Location And Permit Number
49	Repeal Disabled Parking Permit Number 110641 at 6818 North Ashland Avenue; [O2026-0023460]
49	Repeal Disabled Parking Permit Number 102529 at 1608 West Sherwin Avenue; [O2026-0023462]
49	Repeal Disabled Parking Permit Number 102498 at 7241 North Hamilton Avenue; [O2026-0023463]
50	Repeal Disabled Parking Permit Number 136287 at 2915 West Chase Avenue; [O2026-0022959]
50	Repeal Disabled Parking Permit Number 122169 at 6312 North Artesian Avenue; [O2026-0022960]
50	Repeal Disabled Parking Permit Number 115083 at 6228 North Oakley Avenue; [O2026-0023437]
50	Repeal Disabled Parking Permit Number 114278 at 6610 North Maplewood Avenue; [O2026-0023438]
50	Repeal Disabled Parking Permit Number 114256 at 6129 North Francisco Avenue; [O2026-0023439]
50	Repeal Disabled Parking Permit Number 109916 at 2834 West Granville Avenue (signs posted at 6208 North Mozart Street); [O2026-0023441]
50	Repeal Disabled Parking Permit Number 107199 at 6063 North Troy Street; [O2026-0023442]
50	Repeal Disabled Parking Permit Number 106180 at 7447 North Claremont Avenue; [O2026-0023443]
50	Repeal Disabled Parking Permit Number 106166 at 6455 North Bell Avenue; [O2026-0023444]

Ward	Location And Permit Number
50	Repeal Disabled Parking Permit Number 106164 at 6460 North Artesian Avenue; [O2026-0023445]
50	Repeal Disabled Parking Permit Number 106153 at 6504 North Fairfield Avenue; [O2026-0023447]
50	Repeal Disabled Parking Permit Number 103908 at 2832 West Lunt Avenue; [O2026-0023448]
50	Repeal Disabled Parking Permit Number 101071 at 6204 North Richmond Street. [O2026-0023449]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2026-0023817]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location And Permit Number
1	Amend Residential Permit Parking Zone 218 which reads: "Residential Permit Parking Zone 218 at 2039 -- 2127 North Humboldt Boulevard (odd side only) -- 10:00 P.M. to 6:00 A.M. -- all days" by striking: "10:00 P.M. to 6:00 A.M." and inserting: "3:00 P.M. to 9:00 A.M." in lieu thereof;

[O2024-0011070]

Ward	Location And Permit Number
3	Residential Permit Parking Zone 1608 at 430 -- 450 East 48 th Street and 417 -- 451 East 48 th Street -- at all times -- all days; [O2026-0023723]
27	Amend ordinance which reads: "Residential Permit Parking Zone 2335 at 312 North May Street (west side) from West Carroll Avenue to the first alley thereof -- 7:00 A.M. to 9:00 A.M. -- all days" by striking: "Zone 2335" and "7:00 A.M. to 9:00 A.M." and inserting: "Zone 2502" and "at all times" in lieu thereof; [O2026-0023374]
43	Buffer zone for Residential Permit Parking Zone 143 at 1856 North Kenmore Avenue. [O2026-0023110]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.
[SO2026-0023816]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and substitute ordinances to establish and/or amend no parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking signs at the below listed locations:

Ward	Location
14	South Tripp Avenue (west side) from a point 20 feet north of South Archer Avenue to a point 77 feet north thereof -- one-hour parking -- 8:00 A.M. to 10:00 P.M. -- all days; [O2026-0022557]
14	South Kildare Avenue (east side) from a point 37 feet north of West 45 th Street to a point 153 feet north thereof -- no parking tow-away zone -- at all times -- all days; [O2026-0022564]

Ward	Location
41	West Higgins Avenue (both sides) from North Nagle Avenue and North Neenah Avenue -- no parking of semi-trucks -- tow-away zone -- at all times -- all days (public benefit); [O2026-0022550]
46	North Magnolia Avenue (west side) from a point 264 feet north of West Wilson Avenue to a point 30 feet north thereof -- no parking disabled loading zone -- 6:00 A.M. to 6:00 P.M. -- all days (public benefit). [O2026-0023731]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.

[SO2026-0023820]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
1	North Wood Street, from West Division Street to West Crystal Street -- one-way southerly except bicycles; [O2025-0020029]
1	North Wood Street, from West Augusta Boulevard to West Cortez Street -- one-way southerly except bicycles. [O2025-0020030]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON POLICE AND FIRE.

**APPOINTMENT OF LAKENYA WHITE AS CHIEF ADMINISTRATOR OF
CIVILIAN OFFICE OF POLICE ACCOUNTABILITY.**

[A2026-0023341]

The Committee on Police and Fire submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which held a meeting on Friday, March 13th, 2026, in person to consider the following appointment of Lakenya White as Chief Administrator of the Civilian Office of Police Accountability (A2026-0023341), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for a roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Robinson, the committee's recommendation was *Concurred In* and the said proposed appointment of Lakenya White as Chief Administrator of the Civilian Office of Police Accountability was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF CHRIS PAPAIOANNOU AS MEMBER OF
CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

[A2026-0023417]

The Committee on Police and Fire submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which was directly introduced an appointment of Chris Papaioannou as a member of the Chicago Emergency Telephone System Board (A2026-0023417), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for a roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Robinson, the committee's recommendation was *Concurred In* and the said proposed appointment of Chris Papaioannou as a member of the Chicago Emergency Telephone System Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON PUBLIC SAFETY.

AMENDMENT OF SECTION 7-12-290 OF MUNICIPAL CODE REGARDING CRUELTY TO ANIMALS AND INCREASING FINES TO \$5,000 FOR EACH OFFENSE.

[SO2025-0015393]

The Committee on Public Safety submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred an ordinance amending Section 7-12-290 of the Municipal Code regarding cruelty to animals and increasing fines to \$5,000 for each offense (O2025-0015393), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance, as amended, transmitted herewith.

This recommendation was concurred in by a unanimous vote of the committee members present, with no dissenting votes, on March 3, 2026.

Sincerely,

(Signed) BRIAN HOPKINS,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 7-12-290 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

7-12-290 Cruelty to animals -- Fines.

No person shall do any of the following:

(a) Beat, torture, torment, bait, mutilate or cruelly kill any animal, or cause or knowingly allow the same to be done;

(b) Fail to provide any animal in the person's care or custody with proper breed-appropriate food, water, air or sanitary shelter (including ventilation) in such a manner as to be protected from excess heat and cold and is of sufficient size to permit the animal to exercise and move about freely;

(c) Cruelly force into undue physical exertion or carry, keep, drive, overload, overwork, or cause to be carried, driven, overloaded, overworked, or kept, any animal in a cruel manner;

(d) Leave for any unreasonable length of time any animal unattended in a motor vehicle, trailer or other enclosure in such a manner that the animal does not have proper air circulation;

(e) Failure to provide reasonably necessary medical care according to commonly accepted veterinary standards, in addition to the required rabies vaccine, and if diseased or injured or exhibiting symptoms of disease, receives proper care and is segregated from other animals so as to prevent transmittal of the disease ~~Have, keep or harbor any animal which is infected with any disease transmissible to other animals or man, or which is afflicted with any painful disease or injury, including severe parasitism, unless the animal is under the care of a veterinarian;~~

(f) Abandon or intentionally release any animal on any public way or in any place where it may suffer or become a public charge;

(g) Stake out unattended, or leave unrestrained outside and unattended, for any amount of time, any female dog in season, or stake out any dog, regardless of sex, on private property for more than two consecutive hours; or

(h) Knowingly poison or cause to be poisoned any animal except with a written permit from the Illinois Department of Agriculture or the Illinois Department of Natural Resources. Nothing in this subsection shall be construed to prevent the use of poisons, approved by the Illinois Environmental Protection Agency, for rodent or vermin control.

(i) Tether any animal outdoors between the hours of 10:00 p.m. and 6:00 a.m. shall not be tethered for more than 30 minutes when temperatures are below 45 Degrees Fahrenheit or during any associated weather advisory unless an appropriate shelter is accessible to the animal that must be just large enough for the dog to stand up and turn around, the entrance covered by a flexible wind-proofing material or self-closing door, and must contain clean, dry bedding, which must consist of an insulating material that does not retain moisture, such as straw, of sufficient depth for the dog to burrow.

(ij) - In cases where the violation of this section creates a danger to the public health and safety or to the health and welfare of an animal, the executive director may cause the animal to be impounded until such time that the conditions that caused the danger are corrected. If the owner fails to correct the conditions within 7 days of the impoundment of the animal, the animal shall become the property of the commission. It shall be the duty of the executive director to obtain the necessary legal process to allow him or her to enter or to cause to have entered any building or premises to remove and impound such animal.

(jk) Any person who shall violate any provision herein shall be fined ~~not less than \$1,000.00~~ \$5,000.00 ~~nor more than \$5,000.00~~ for each offense plus forfeiture of the animal; ~~any person who shall violate any other provision of this section shall be fined not less than \$300.00 nor more than \$1,000.00 for each offense.~~ Each day that such violation exists shall constitute a separate offense.

SECTION 2. This ordinance shall take effect upon passage and publication.

Action Deferred -- AMENDMENT OF CHAPTER 8-16 OF MUNICIPAL CODE TO ESTABLISH PROHIBITIONS AND PENALTIES FOR MINORS WHO VIOLATE CURFEW, ENGAGE IN DRAG RACING, FLIPPING OF CARS, INTOXICATION, OR USE OF PAINTBALL GUNS AND PROVISIONS TO HOLD PARENTS ACCOUNTABLE FOR THEIR MINOR CHILDREN'S ILLEGAL ACTIONS.

[O2023-0005298]

The Committee on Public Safety submitted the following report which was, at the request of Alderpersons Lopez, Tabares, Napolitano and Gardiner, *Deferred* and ordered published:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred ordinance O2023-0005298: "Amendment of Municipal Code Chapter 8-16 to establish prohibitions and penalties for minors who violate curfew, engage in drag racing, flipping of cars, intoxication, or use of paintball guns and provisions to hold parents accountable for their minor children's illegal actions", having the same under advisement, begs leave to report and recommend that Your Honorable Body do not pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a roll call vote of the members of the committee present on March 3, 2026.

Sincerely,

(Signed) BRIAN HOPKINS,
Chair.

The following is said proposed ordinance transmitted with the foregoing committee report:

SECTION 1. Section 8-16 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by adding the language underscored, as follows:

8-16-005 Parental or legal guardian responsibility for minors.

Any parent or legal guardian that willfully and/or knowingly allows for the minor or minors in their charge to participate in any of the conduct mentioned or referred to in Chapter 8-16, as well as any associated violation of any law, statute or ordinance of this city, the County of Cook, the State of Illinois, or the United States, where the violation of such law, statute or ordinance is punishable by fine or imprisonment, shall be held as responsible and accountable for the activity of said minor as if they committed the acts themselves, with all charges to be pursued by the Chicago Police Department accordingly in addition to any mandatory fees, family counseling & other remedies required herein.

8-16-020 Curfew hours for minors.

(Omitted text not affected by this ordinance)

(d) *Enforcement.* Before taking any enforcement action under this section, a police officer shall ask the apparent violator's age and reason for being in the public place. The officer may attempt to contact a parent or guardian at the time of engagement to determine if they are aware of possible curfew violation. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in subsection (c) is present.

(e) *Penalties.* A person who violates any provision of this section is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a \$1,000.000 fine ~~not to exceed \$500.00 or~~ and shall be given an order to perform community service pursuant to Section 1-4-120 of this Code and undergo licensed family counseling, or both. Any person who violates any provision of this section three times in any twelve-month period shall be subject ~~to up to three times the maximum monetary fine set forth in this subsection for any subsequent violation of this section within the twelve-month period, or as an alternative or in addition to such fine~~ in addition to a requirement to perform community service and undergo licensed family counseling.

(Omitted text not affected by this ordinance)

8-16-040 Flipping cars.

It shall be unlawful for any person under the age of 18 years to climb, jump upon, cling to, or in any way attach himself to any streetcar, railroad locomotive, or car of any kind while the same is in motion, under a penalty of ~~not less than \$2.00 nor more than \$10.00~~ \$1,000.00 for each offense and shall be given an order to perform community service pursuant to Section 1-4-120 of this Code and undergo licensed family counseling.

8-16-040 Street takeover & drag racing of vehicles.

It shall be unlawful for any person under the age of 18 years to climb, jump upon, cling to, or in any way attach himself to any personal or public vehicle of any kind while the same is in motion, stopped in traffic, or intentionally blocked for the purposes prohibited in this section, under a penalty of \$2,500.00 for each offense for each impacted vehicle.

8-16-050 Intoxication.

No minor shall be intoxicated, or shall purchase, offer to purchase, or in any manner obtain unlawfully for his personal use any intoxicating liquor. Any minor who violates this section shall be fined ~~not more than \$25.00 for the first offense, and not more than \$100.00 for every subsequent offense~~ \$1,000.00 for each offense and shall be given an order to perform community service pursuant to Section 1-4-120 of this Code and undergo licensed family counseling; provided, however, any minor who violates this section while within 800 feet of a parade route which is not open to traffic shall be fined \$500.00 or shall be required to perform 25 hours of community service for each offense. For purposes of this section, the term "parade" has the meaning ascribed to the term in Section 10-8-330 of this Code.

8-16-060 Alcoholic liquor.

It shall be unlawful for any person to sell, give or deliver any alcoholic liquor to a person under the age of 21 years. It shall be unlawful for any person under the age of 21 years to purchase, deliver, possess, give or consume alcoholic liquor. Any minor who violates this section shall be fined \$1,000.00 for each offense and shall be given an order to perform community service pursuant to Section 1-4-120 of this Code and undergo licensed family counseling.

8-16-063 Cannabis offenses involving minors.

(Omitted text not affected by this ordinance)

(c) *Penalty for Violation.* Any person who violates this section shall be subject to a fine of \$50.00 for the first offense, and \$100.00 for the second and each subsequent

offense occurring within a period of 30 days, or may be required to perform community service in accordance with Section 1-4-120 or attend a drug awareness, drug education, or restorative justice program, or any combination thereof. Any minor who violates this section shall be fined \$1,000.00 for each offense and shall be given an order to perform community service pursuant to Section 1-4-120 of this Code and undergo licensed family counseling.

8-16-065 Social hosting.

(Omitted text not affected by this ordinance)

(b) It shall be unlawful for any supervising adult to host minors consuming any alcoholic liquor in a person's residence or any land, building, structure or room owned, occupied or procured by such a person to be used by an invitee of such a person or an invitee of such person's child or ward, in a manner that results in the possession or consumption therein of alcoholic liquor by minors. There shall be a presumption that an adult who is physically present on the premises where minors are found to possess or consume alcoholic liquor is a supervising adult. The prohibition of this section shall not apply to the possession or consumption of alcoholic liquor by a minor in the performance of a religious service or ceremony, or under the direct supervision and approval of that minor's parent or guardian in the privacy of a home. A supervising adult who violates this subsection upon conviction shall be punished as follows for each offense:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and /or

(ii) a \$2,500.00 fine of ~~not less than \$50.00, nor more than \$200.00~~ for each offense; and

(iii) each minor hosted shall constitute a separate violation of this subsection.

(c) Any participating minor who violates this section shall be fined \$1,000.00 for each offense and shall be given an order to perform community service pursuant to Section 1-4-120 of this Code and undergo licensed family counseling.

(ed) Any person who violates this section shall be liable for any costs incurred by the city pursuant to Chapter 1-20.

(de) *Severability.* If any section, subsection, paragraph, or part of this ordinance is for any reason held to be unconstitutional or invalid by any final court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance.

(Omitted text not affected by this ordinance)

8-16-090 Firearms for minors.

No person shall sell, loan, or furnish to any minor any toy gun, toy pistol, paintball gun, or other toy firearm in which any explosive substance can be used. Any minor who violates this section shall be fined \$1,000.00 for each offense and shall be given an

order to perform community service pursuant to Section 1-4-120 of this Code and undergo licensed family counseling.

(Omitted text not affected by this ordinance)

8-16-120 Begging or soliciting by a minor.

It shall be unlawful for any person, parent, guardian, business or organization to employ or use or to permit the employment or use of any girl minor under the age of 18 years, ~~or any boy under the age of 17 years,~~ for the purpose of solicitation or begging of money or other valuable thing upon the public ways or public places within the city, whether such solicitation is for personal, professional, or charitable purposes or any other purpose, or whether such solicitation is conducted on a day set apart as a so-called tag day or otherwise.

8-16-125 Contributing to delinquency of minor.

(Omitted text not affected by this ordinance)

(c) No minor or person over the age of 18 years shall knowingly or willfully cause, aid, abet or encourage ~~such child~~ any minor on any social media platform to commit any act or omission in violation of any law, statute or ordinance of this city, the County of Cook, the State of Illinois, or the United States, where the violation of such law, statute or ordinance is punishable by fine or imprisonment.

(ed) Any person who violates this section shall be subject to a \$5,000.00 fine ~~of not less than \$200.00 nor more than \$500.00~~ for each offense.

(Omitted text not affected by this ordinance)

8-16-130 Violation – Penalty.

Any person who shall violate any of the provisions of this chapter for which no other penalty is provided shall be fined \$1,000.00 ~~not less than \$5.00 nor more than \$100.00~~ for each offense.

SECTION 2. This ordinance shall take effect immediately following passage and publication.

**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS
AND RECREATION.**

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR OUTDOOR SPACE
IMPROVEMENTS AT DISNEY II MAGNET ELEMENTARY SCHOOL LOCATED AT
3815 N. KEDVALE AVE.

[O2026-0022519]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following
report:

CHICAGO, March 13, 2026.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which
was referred an ordinance (O2026-0022519), expenditure of Open Space Impact Fee
funds for outdoor space improvements at Disney II Magnet Elementary School,
3815 North Kedvale Avenue, 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 unanimous vote of the members of the
committee present and with no dissenting votes on March 13, 2026.

Sincerely,

(Signed) NICHOLAS SPOSATO,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development (the "Department") has determined that the Fee-Paying Developments built in the Irving Park Community Area have deepened the already significant deficit of open space in the Irving Park Community Area, which deficit was documented in the comprehensive plan entitled "The City Space Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, The Board of Education of the City of Chicago, a body politic and corporate (the "Board"), has proposed certain improvements including, but not limited to, the development of an approximately 3,700 square foot performance space and butterfly garden that will include permeable pavers, log and boulder seating, native plantings and a butterfly habitat (the "Project") at Disney II Magnet Elementary School located at 3815 North Kedvale Avenue, Chicago, Illinois 60641; and

WHEREAS, The Department wishes to make available to the Board proceeds from the Open Space Fees collected by DOF in an amount not to exceed Two Hundred Thousand and no/100 Dollars (\$200,000) for the purpose of funding the Project which will provide open space and recreational facilities for the benefit of the residents of the Irving Park Community Area; and

WHEREAS, The Department and the Board have agreed to enter into an intergovernmental cooperation agreement in substantially the form attached hereto as Exhibit 1 (the "Agreement") whereby the Department shall pay for or reimburse the Board for a portion of the Project costs; and

WHEREAS, The Board has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement; and

WHEREAS, The Department has determined that the use of the Open Space Fees to assist with the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the Irving Park Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, The Department has recommended that the City Council: (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the Department to enter into the Agreement; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Board in an amount not to exceed Two Hundred Thousand and no/100 Dollars (\$200,000) from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. 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 the Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof, and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on the part of the Department.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.**Intergovernmental Cooperation Agreement For Disney II Magnet Elementary School.*

This Agreement (the "**Agreement**") is entered into as of ____ day of _____, 2026, between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "**Department**") and the Board of Education of the City of Chicago (the "**Board**"), a body politic and corporate.

RECITALS

WHEREAS, the Board has proposed certain improvements at Disney II Magnet Elementary School located at 3815 North Kedvale Avenue, Chicago, Illinois, 60641 (the "**School**"), which is commonly known and legally identified and described on **Exhibit A** hereto, including but not limited to, development of an approximately 3,700 square foot performance space and butterfly garden that will include permeable pavers, log and boulder seating, native plantings and a butterfly habitat (the "**Project**"); and

WHEREAS, on April 1, 1998, the City Council of the City (the "**City Council**") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "**Open Space Ordinance**") of the Municipal Code of Chicago (the "**Code**") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "**Open Space Fees**"); and

WHEREAS, the Department of Finance has collected Open Space Fees for new dwelling units built in the Irving Park Community Area (the "**Community Area**") and contiguous communities (the "**Proceeds**") and has deposited such Proceeds in the fund set up for the Community Area identified by CAPS code PS16 131 54 5016 2604; and

WHEREAS, on _____, the City Council adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____ (the "**Authorizing Ordinance**"), among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds to the Board in an amount not to exceed Two Hundred Thousand and No/100 dollars (\$200,000) (the "**City Funds**"), which will provide open space and recreational facilities for the benefit of the residents of the Community Area; and

WHEREAS, under authority granted in Board Rule No. 7-13(d) (the "**Board Rule**"), the Board is authorized to enter into an agreement with the City for the development of the Project and implementation of the Project in accordance with the Project Description set forth on **Exhibit B** and to accept the City Funds; and

WHEREAS, it is anticipated that following completion of the Project, the Board will operate and maintain the Project as open space in accordance with this Agreement; and

WHEREAS, the City and the Board have determined that it is in their best interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the Project; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above, and the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2. DEFINITIONS.

For all purposes of the Agreement, the following terms shall be defined as follows:

2.1 Authorized City Representative. The person designated by the City as its representative in participating in the planning, development and inspections related to the construction of the Project and to receive notices to the City given pursuant to this Agreement and otherwise as the City's representative implementing this Agreement. The City hereby designates Meg Gustafson as the Authorized City Representative.

2.2 Authorized Board Representative. The person or entity employed or retained by the Board to provide design, construction management, administration and coordination of services with respect to the Project. The Board hereby designates Venguanette Dye, Executive Director of Capital Planning and Construction, as the Authorized Board Representative.

2.3 Budget. The amount determined by the parties as the estimated cost of completing the Project. For the purposes of this Agreement, the term "Budget" includes, as the case may be, the "Preliminary Budget" and the final "Budget" for the Project as determined by the Department and the Board pursuant to the review procedures described in Section 3.2 and 3.3 hereof. A copy of the Preliminary Budget is attached hereto as **Exhibit C**.

2.4 Building Scope. The requirements of the Board and the City with respect to the nature, scope and extent of the Project including without limitation the size, type, function, dimensions, spatial relationships and materials to be used in the design and construction of the Project.

2.5 Contract. The contract which shall be entered into between the Board and the Contractor, including all of the contract documents as described therein, providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

2.6 Contract Documents. The drawings, specifications and program requirements (including civil, engineering, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) to be prepared by the Board or its designee and approved by the Authorized Board Representative and the Authorized City Representative for compliance with the Building Scope and matters related to the Project.

2.7 Contractor. Any contractor that contracts with the Board or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Project. For purposes of this Agreement, the term "Contractor" may include a general contractor, or other consultants or contractors engaged by the Board to complete the Project

2.8 Final Acceptance. The date on which the Authorized Board Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed, and the Board is entitled to reimbursement for the Project pursuant to this Agreement.

2.9 Project. The design, development, construction and improvement of the School as described in the first Recital, in accordance with the time schedule and plans set forth in this Agreement.

2.10 Punch List Work. Minor adjustments or deficiencies in the construction of the Project, as determined by the Authorized City and Board Representatives, which must be completed before Final Acceptance.

2.11 Schedule. The anticipated date on which the Project or portions thereof will be initiated and completed as set forth on Exhibit D.

2.12 Work. All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to, or collateral to this Agreement.

SECTION 3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

3.1 Project. The Board will administer, coordinate, implement and manage the Project on behalf of the City pursuant to the terms of this Agreement and the applicable provisions of the Code.

3.2 Review of Project. The City and the Board, by their designated representatives, will review the scope of work required for the Project as well as the preliminary design documents and specifications for the Project. Such review shall include the cost estimates, assessments and/or remediation of environmental conditions, site preparation, demolition of existing buildings, footings and foundations, scheduling and any other factors that may affect the coordination or cost of the Project.

3.3. Implementation of Project. Upon completion of the review procedures described in Section 3.2 above, the Board shall determine the final Budget and the Schedule for the Project, and the Board will commence implementation of the Project. Notwithstanding anything to the contrary elsewhere in this Agreement, there are no Board funding obligations under this Agreement.

3.4. Selection of General Contractor. The Board will retain Contractors for the development and construction of the Project. Prior to the commencement of the Work relating to the development of the Project, the Contractors shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Code and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements.

3.5. Contracts. The Board shall let the contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. Upon the City's request, the Board shall provide evidence reasonably satisfactory to the City of such compliance.

3.6. Permits. At such time as the Board lets a contract or contracts for the Project, the Board, at the Board's expense, shall also provide the City with copies of all governmental licenses and permits required to develop and construct the Project and to use, occupy, operate and maintain the Project as a school from all appropriate governmental authorities, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits and evidence that the School is appropriately zoned to be used, occupied and operated as a public facility.

3.7. Construction. The Board agrees to complete the demolition of existing structures, if any, on the School in accordance with applicable requirements of the City and any other compliance requirements and to construct the Project on the School in accordance with the construction documents and a landscape plan for the Project listed on **Exhibit E** (the "Drawings"), which have been approved by the Department and the Open Space Development Committee and which are incorporated herein by reference. The Drawings shall conform with the terms of this Agreement, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, MBE/WBE participation, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601 *et seq.* (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.* (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1992), and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, such. B, sec. 400.100 *et seq.* (1988). No material deviation from the Drawings may be made without the prior written approval of the City, which will not be unreasonably withheld.

3.8. Contractor's Insurance. In all contracts relating to the Project, the Board agrees to require its Contractors to name the City (and the Public Building Commission of Chicago ("PBC") in its capacity as titleholder as its interests may appear) as additional insureds on all insurance policies and to require its Contractors to indemnify the City (and the PBC in its capacity as titleholder as its interests may appear) from all claims, damages, demands, losses, suits, actions, judgments and expenses, including but not limited to attorney's fees, arising out of or resulting from the construction of the Project by its Contractors or Contractors' suppliers, employees or agents.

3.9. Inspection and Oversight. The Board agrees to carefully inspect the School prior to commencement of any activity on the School with regard to construction of the Project to ensure that such activity with regard to construction of the Project shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Board shall be solely responsible for the safety and protection of the public with regard to construction of the Project. The City reserves the right, but shall have no obligation, to inspect the work being done on the School.

3.10. Title Commitment and Insurance. The Board shall be responsible for obtaining, at the Board's expense, any title commitment or title policy with respect to the School that it deems necessary.

3.11. Survey. The Board shall be responsible for obtaining at the Board's expense any survey of the School that it deems necessary.

3.12. Development Budget for the Project. The Board has prepared the budget describing the various hard and soft construction costs relating to the development of the Project set forth on **Exhibit C** (the "**Preliminary Budget**") which has been approved by the Department. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by the Department. The Board has prepared the preliminary schedule for the development and construction of the Project set forth in **Exhibit D** ("**Schedule**"), which has been approved by the Department. No material deviation from the Schedule shall be made without the prior approval of the Department, subject to the permitted delay provisions of Section 13.2 of this Agreement.

3.13. Reports. The Board shall provide the City with monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

3.14. No Liens. The Board agrees to keep the School free from all liens and encumbrances arising out of any work performed, materials supplied, or obligations incurred by or for the Board with regard to the Project.

SECTION 4. FUNDING.

Disbursement of City Funds. Upon the substantial completion of the Project (as evidenced by the issuance of the Certificate as described in Section 7), the Board and general contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and the Board and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Project, the Board shall deliver to the City a sworn statement from the general contractor, a general waiver of lien from the Board and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Project. In addition, the Board shall deliver to the City copies of any manufacturers or other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Board. Finally, the Board shall deliver to the City an executed Certificate of Expenditure and Completion, the form of which is attached hereto as Exhibit F. The City shall disburse the City Funds within 30 days of Final Acceptance.

SECTION 5. LIMITED APPLICABILITY.

Approvals. The approval of the Drawings by the Department is for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Project. The approval given by the Department shall be only for the benefit of the Board.

SECTION 6. [RESERVED.]**SECTION 7. CERTIFICATE OF COMPLETION.**

Certificate of Completion; Inspection. Upon completion of construction of the Project in accordance with the Drawings, the City, upon written request by the Board, shall furnish the Board with a certificate of completion (the "**Certificate**") evidencing that Board has satisfactorily completed the Project. The Certificate shall not constitute evidence that the Board has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Project.

Upon written request by the Board for the Certificate, the Department shall promptly undertake an inspection of the Project and thereafter provide the Board either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Board to perform in order to obtain the Certificate. The Board shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as the Department may consent to, in its sole discretion. Upon compliance with the City's requirements, the Board shall resubmit a written request for a Certificate from the City, which shall be promptly issued by the City.

SECTION 8. CONTINUING OBLIGATIONS OF THE BOARD AND THE SCHOOL.

Maintenance and Use. After the issuance of the Certificate by the City, the Board shall comply, and cause the School to comply, as applicable, with the covenants set forth in this Section 8, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Project.

8.1. Maintenance of the Project

On-Going Maintenance of the Project. The Board shall cause the School throughout the Term of the Agreement to: (a) maintain the Project; (b) provide light bulb replacement for all light fixtures located at the Project; (c) provide trash pickup and disposal services at the Project; and (d) remove snow and arrange for the removal of leaves, litter, debris and other waste materials at the Project. "**Improvements**" shall mean the development of an approximately 3,770 square foot performance space and butterfly garden that will include permeable pavers, log and boulder seating, native plantings and a butterfly habitat. The Parties agree that the actual useful life of the Improvements, meaning the period in which they shall continue to be functional in the manner required for safe and effective use for their particular purpose, is estimated to be approximately ten (10)

to fifteen (15) years after the City's issuance of the Certificate

8.2. Use of the Project

(a) Generally. The Project shall be utilized as open space for use by the public for and on behalf of the City. The School shall not restrict access to the Project by the public during the hours of operation of the Project, as set forth below, and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, or handicap, in the use of the Project by the public. The hours of operation of the Project shall be during regular School hours and additional hours if the School is open late. The School shall post a sign at the School informing the public of the hours the Project is open. In addition, the Project may also be used by appointment by community groups and others on the weekends and when the School is not open with prior written approval from the School principal. All expenses associated with the use of the Project when the School is not open shall be at the cost of the School. The School shall not store any toxic or hazardous materials at the Project in a manner in violation of any applicable law. Other than set forth in the Drawings, no structures or improvements are to be constructed on the Project by the Board without the prior written approval of the Department, which shall not be unreasonably withheld.

(b) No Rights of Use for Private Purposes Conferred. This Agreement does not confer any special rights upon the Board or any other person or entity to use the Project for private parties or events. The use of alcohol in the Project by any person or entity is strictly prohibited.

(c) Notice to the City. The Board agrees to notify the City in writing of any injury to persons or property relating to the construction of the Project within seven (7) days of the date that the Board becomes aware of such injury, and in the instance of an emergency, to notify the City immediately by telephone and facsimile notice by contacting the Authorized City Representative, Department of Planning and Development, City of Chicago, Suite 1000, 121 N. LaSalle Street, Chicago, Illinois 60602, or such other person as the City shall designate to the Board in writing. Furthermore, the Board agrees to notify the City immediately in the method described in this paragraph in the event that it learns that the Project is being utilized by any of the public in violation of the open space requirements for the Project, including, without limitation, (a) any unauthorized events occurring at the Project, including, without limitation, private parties; or (b) the occurrence of any illegal activity at the Project. Notwithstanding anything to the contrary contained in this paragraph, the Board shall not be responsible for policing or providing any private security for the use of the Project. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against the Board.

(d) Injury to Persons and Property; Insurance and Indemnity. The City acknowledges that the Board is self-insured up to \$3,000,000. Furthermore, the Board agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits,

actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City (excepting that caused by the negligence or misconduct of the City) arising from or in connection with the Board's negligence in: (a) developing the Project, including, without limitation, the failure of the Board or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; or (b) subject to the limitations set forth in Sections 8.1. and 12 hereof, the failure of the Board to perform its obligations under this Agreement to maintain the Project as set forth in and limited by Sections 8.1 and 12, for so long as the Board is the beneficial owner and controls the School and/or the School continues to operate as a Chicago Public School. This indemnification shall survive any termination of this Agreement.

(e) Permits. The Board shall apply for and maintain any and all governmental permits and approvals relating to the ongoing operation and maintenance of the Project.

SECTION 9. CITY'S POST-CERTIFICATE OBLIGATIONS.

After the issuance of the Certificate by the City, the City shall be obligated with regard to the following:

9.1. Insurance and Indemnity. The City acknowledges to the Board that it is self-insured and furthermore agrees to indemnify, defend and hold the Board harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the Board (excepting the contractor's liability or caused by the negligence or misconduct of the Board) arising from or in connection with the use and operation of the Project. This indemnification shall survive any termination of this Agreement. Notwithstanding anything to the contrary, in the event that the City assigns its rights under this Agreement as provided for herein, the assignee shall be required to obtain and keep in force and effect a Comprehensive Commercial General Liability Insurance policy insuring against claims for personal injury, death or property damage occurring in, on or about the Project arising out of the ownership, maintenance, operation or use of the Project by the City or such Assignee or any of their respective employees in an amount not less than \$3,000,000 per occurrence and \$3,000,000 general aggregate. The Board (and the City of Chicago in Trust For the Use Of Schools and the PBC, in their capacity as titleholder as their interests may appear) shall be named as an additional insured on such policy as its interest may appear.

9.2. Utilities. The City shall be liable to provide utility services (e.g. electrical, water and sewer) to the Project.

9.3. Discretionary Maintenance By City. The City may elect, at the City's cost and expense, to install and remove holiday lighting and seasonal decor, to make the Project available for neighborhood festivals and street fairs, and to otherwise schedule events at and license the use of the Project for limited, short term purposes. In the event such short term uses are planned, the City shall give the School and the Board courtesy notice of such events.

SECTION 10. ENVIRONMENTAL MATTERS.

Environmental Responsibilities. It shall be the responsibility of the Board to investigate and determine the soil and environmental condition of the School. The City makes no covenant, representation or warranty as to the environmental condition of the School or the suitability of the School as a Project or for any use whatsoever.

SECTION 11. [RESERVED.]**SECTION 12. TERM OF THE AGREEMENT.**

Term. The Term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, the obligations as set forth in Section 8 of this Agreement shall continue until and terminate upon the first to occur of: (a) the date that the Board ceases to be the beneficial owner and control the School and/or the School ceases to operate as a Chicago Public School; or (b) the date occurring ten (10) years after the City's issuance of the Certificate.

SECTION 13. PERFORMANCE, EVALUATION AND BREACH; REMEDIES.

13.1 Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

13.2 Permitted Delays. The Board shall not be in breach of its obligation to construct the Project in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Board's control and without the Board's fault or negligence, including but not limited to, delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, inability to obtain certain necessary materials and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the Board requests it in writing of the City within twenty (20) days after the beginning of any such delay.

13.3 Breach. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

1. If either party fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement; or
2. If either party makes or furnishes a warranty, representation, statement or certification to the other party which is not true and correct in any material respect; or
3. Subject to the permitted delays referenced above, the Board abandons or substantially suspends the construction of the Project, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date the Board receives written demand by the City to cure such default; or
4. The Board suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Project; or
5. The Board fails to comply, or cause the School to comply, with the maintenance and other obligations regarding the Project described in Section 8; or
6. Either party fails to comply with the terms of any other written agreement entered into with the other party relating to the Project.

13.4 Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the delaying party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the waiving party with respect to any other defaults of the other party.

13.5. Access to the School. Throughout the Term of the Agreement, any duly authorized representative of the City shall have access to the Project at all reasonable times for the purpose of confirming the Board's compliance with its obligations under this Agreement.

13.6. City's Right to Inspect Records. The Board agrees that the City shall have the right and authority to review and audit, from time to time, the Board's books and records solely relating to the Project, including, without limitation, general contractor's sworn statements, the contract with the general contractor and subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of the Board for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Department upon prior reasonable notice to the Board and at the Department's sole cost and expense.

13.7. Evaluation. Upon written request by the City, but not more frequently than once on an annual basis, the Board shall submit to the City a written report describing the maintenance of the Project and all costs attendant thereto. Thereafter, at the City's request, representatives of the City and of the Board shall meet and address any issues and concerns. Should the City

reasonably determine, as a result of the review of the report and the site visit, that the Board is not complying with the terms and provisions of this Agreement, the parties agree that: (i) the City shall deliver a notice of default as provided for in this Section and the Board shall thereafter have an opportunity to cure (as provided for in this Section 13); or (ii) in the alternative, the City, by written notice to the Board, may terminate this Agreement.

13.8. Enforcement and Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

SECTION 14. CONFLICT OF INTEREST; CITY'S AND BOARD'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Conflict of Interest: The Board warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, 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, or association in which he or she is directly or indirectly interested. No agent, official, or employee of either party shall be personally liable to the other party or any successor in interest in the event of any default or breach by the defaulting party or for any amount which may become due to the other party or successor or on any obligation under the terms of this Agreement.

SECTION 15. BARRICADES, SIGNS AND PUBLIC RELATIONS.

Barricades, Signs, and Public Relations; City Approval. Prior to the commencement of any demolition or construction activity requiring barricades, the Board shall install a barricade of a type and appearance reasonably satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall retain the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

At the request of the City, the Board shall erect a sign of size and style approved by the Department in a conspicuous location at the Project during the construction of the Project, indicating that the undertaking of the Project is in accordance with City objectives. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Board and the Project in the City's promotional literature and communications. Until the expiration of the Term of the Agreement, the Department shall have the right to approve any changes in signage that are inconsistent with the original signage approved for the Project.

SECTION 16. [RESERVED.]

SECTION 17. GENERAL PROVISIONS.

17.1 Headings. The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

17.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17.3. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

17.4. Severability.

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

17.5. [Intentionally Omitted.]

17.6. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Board is authorized by the Board Rule. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

17.7. Compliance with Laws. The parties agree to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

17.8. Consents. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

17.9. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

17.10. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

17.11. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

17.12. Further Assurances. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

17.13. [Intentionally Omitted.]

17.14. Integration. This Agreement contains the entire agreement between the parties.

17.15. Modification This Agreement may not be modified or amended except by an agreement in writing signed by the parties

17.16. Notice Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means. (a) personal service; (b) electronic communication by fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Suite 1000
121 N. La Salle Street
Chicago, Illinois 60602
(312) 744-6550 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Suite 600
121 N. La Salle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

Notice to Board shall be addressed to:

Board of Education of the City of Chicago
Department of Operations
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attn: Chief Operations Officer
(773) 553-1648
(773) 553-1501 (Fax)

With copies to: Board of Education of the City of Chicago
Bureau of Treasury
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Financial Officer
(773) 553-2790
(773) 553-2701 (Fax)

and:

Board of Education of the City of Chicago
1 North Dearborn Street, Suite 900

Chicago, Illinois 60602
Attn: General Counsel
(773) 553-1700
(773) 553-1701 (Fax)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof 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.

17.17. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of 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. Nothing contained in this Agreement, nor shall any act of the City or the Board be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Board. This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.

17.18. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the City: Meg Gustafson
City of Chicago
Department of Planning and Development
City Hall, Suite 1001
121 N. LaSalle Street
Chicago, Illinois 60602
Phone: 312-744-0524
Fax: 312-742-8548

For the Board: Venguanette Dye
Executive Director of Capital Planning and Construction
Board of Education of the City of Chicago
Department of Operations
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Email: vdye@cps.edu

With copies to: Beth Scannell
Deputy General Counsel | Transactions
Board of Education of the City of Chicago

1 North Dearborn Street, 9th Floor | Chicago, IL 60602
Phone: 773-553-1700
Fax: 773-553-1769
Email: EAScannell@cps.edu

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

17.19. Inspector General. Under the provisions of 105 ILCS 5/34-13.1, the Inspector General of the Board has the authority to conduct certain investigations. The contractors used by the Board in connection with the Project shall give the Inspector General access to all information and personnel necessary to conduct its investigations.

17.20. Conflicts of Interest. This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one (1) year period following expiration or other termination of their terms of office.

17.21. Indebtedness. The parties agree to comply with the Board's Indebtedness Policy (96-0626-PO3) adopted June 26, 1996, as may be further amended from time to time, which is hereby incorporated by reference as if fully set forth herein.

17.22. Non-Appropriation. Expenditures not appropriated in the Board's current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in later fiscal year budgets. If sufficient funds are not appropriated in any fiscal year for performance under this Agreement or any contract documents, the Board shall notify the Department and this Agreement and any contract documents shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first.

17.23. Time. Time is of the essence in the performance of this Agreement.

17.24. Venue and Consent to Jurisdiction. 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 and the United States District Court for the Northern District of Illinois.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation

By: _____
Ciere Boatright,
Commissioner of Planning and Development

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: _____
Walter Stock
Acting Chief Financial Officer

Board Rule No. 7-13(d)

Approved as to legal form:

Elizabeth K. Barton, Acting General Counsel

[(Sub)Exhibit "E" referred to in this Intergovernmental Cooperation
Agreement for Disney II Magnet Elementary School to be
attached prior to execution of this Agreement.]

(Sub)Exhibits "A", "B", "C", "D" and "F" referred to in this Intergovernmental Cooperation
Agreement for Disney II Magnet Elementary School read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Cooperation Agreement For
Disney II Magnet Elementary School)

*3815 N. Kedvale Ave.
Chicago, Illinois 60641*

Legal Description (subject to title and survey):

The south 34 feet of Lot 7 and all of Lots 8 to 24, inclusive, in Block 37 in Irving Park Subdivision, being the southeast quarter of Section 15 of the north half of the northeast quarter of Section 22, Township 40, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; and vacated alley.

Permanent Index Number ("PIN"):

13-22-212-008-0000.

(Sub)Exhibit "B".
(To Intergovernmental Cooperation Agreement For
Disney II Magnet Elementary School)

Project Description.

This Elementary School project is comprised of improvements, including but not limited to, the development of an approximately 3,700 square foot performance space and butterfly garden that will include permeable pavers, log and boulder seating, native plantings and a butterfly habitat.

(Sub)Exhibit "C".
(To Intergovernmental Cooperation Agreement For
Disney II Magnet Elementary School)

Preliminary Budget.

Item	Cost
Clear and grub area, potential tree removal, earth excavation and disposal	\$ 50,000
Permeable pavers, concrete stage	90,000
Native landscaping, garden hose	40,000
Boulder seating, accessible bench, signage	20,000
Total:	\$200,000

(Sub)Exhibit "D".
(To Intergovernmental Cooperation Agreement For
Disney II Magnet Elementary School)

Schedule.
(To Be Completed Prior To Execution Of The Agreement)

Project Number:

School Name: Disney II Magnet

AOR Transfer & Principal Sign Off:

60% CD AOR Submittal:

100% CD AOR Submittal:

Project Awarded to General Contractor:

Construction Start:

Preliminary Acceptance (Substantial Completion):

Final Acceptance (Full Completion):

(Sub)Exhibit "F".
(To Intergovernmental Cooperation Agreement For
Disney II Magnet Elementary School)

Certificate Of Expenditure And Completion.

State of Illinois)
) SS.
County of Cook)

The affiant, the Board of Education of the City of Chicago, a body politic and corporate, hereby certifies that with respect to that certain Intergovernmental Cooperation Agreement between the Board of Education of the City of Chicago (the "Board") and the City of Chicago (the "City") dated _____, 2026 regarding Disney II Magnet Elementary School (the "Agreement"):

- A. Expenditures for the Project, in the total amount of \$_____, have been made:
- B. This paragraph B sets forth and is a true and complete statement of all costs of Open Space Impact Fee-Funded Improvements for the Project reimbursed by the City to date:

\$_____
- C. The Board requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements:

\$_____
- D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.
- E. The Board 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 to the best of its knowledge and belief the Board 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 a Default, exists or has occurred.
3. The Board has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Agreement.
4. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 2026.

The Department of Planning and Development of the City of Chicago, hereby certifies to the best of its knowledge that the Board has satisfactorily performed its covenants and agreements with respect to Project, as such term is defined in the Agreement.

Agreed and Accepted:

Name: Ciere Boatright

Title: Commissioner of Planning and Development

City of Chicago,
Department of Planning and Development

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR DEVELOPMENT
OF TURF FIELD AT FRANK W. REILLY ELEMENTARY SCHOOL LOCATED AT
3650 W. SCHOOL ST.

[O2026-0022518]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, March 13, 2026.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2026-0022518), expenditure of Open Space Impact Fee funds for development of turf field at Frank W. Reilly Elementary School, at 3650 West School Street, 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 unanimous vote of the members of the committee present and with no dissenting votes on March 13, 2026.

Sincerely,

(Signed) NICHOLAS SPOSATO,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development (the "Department") has determined that the Fee-Paying Developments built in the Avondale Community Area have deepened the already significant deficit of open space in the Avondale Community Area, which deficit was documented in the comprehensive plan entitled "The City Space Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, The Board of Education of the City of Chicago, a body politic and corporate (the "Board"), has proposed certain improvements including, but not limited to, the milling and disposing of existing asphalt and concrete pavement, installation of an approximately 8,100 square foot artificial turf field system, a new curb, drainage infrastructure, a new ornamental fence, and a 7-foot high netting (the "Project") at Frank W. Reilly Elementary School located at 3650 West School Street, Chicago, Illinois 60618; and

WHEREAS, The Department wishes to make available to the Board proceeds from the Open Space Fees collected by DOF in an amount not to exceed Two Hundred Eighty-six Thousand and no/100 Dollars (\$286,000) for the purpose of funding the Project which will provide open space and recreational facilities for the benefit of the residents of the Avondale Community Area; and

WHEREAS, The Department and the Board have agreed to enter into an intergovernmental cooperation agreement in substantially the form attached hereto as Exhibit 1 (the "Agreement") whereby the Department shall pay for or reimburse the Board for a portion of the Project costs; and

WHEREAS, The Board has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement; and

WHEREAS, The Department has determined that the use of the Open Space Fees to assist with the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the Avondale Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, The Department has recommended that the City Council: (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the Department to enter into the Agreement; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Board in an amount not to exceed Two Hundred Eighty-six Thousand and no/100 dollars (\$286,000) from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. 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 the Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof, and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on the part of the Department.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.**Intergovernmental Cooperation Agreement For Frank W. Reilly Elementary School
Turf Field.*

This Agreement (the "**Agreement**") is entered into as of ____ day of _____, 2026, between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "**Department**") and the Board of Education of the City of Chicago (the "**Board**"), a body politic and corporate.

RECITALS

WHEREAS, the Board has proposed certain improvements at Robert W. Reilly Elementary School located at 3650 West School Street, Chicago, Illinois, 60618 (the "**School**"), which is commonly known and legally identified and described on **Exhibit A** hereto, including but not limited to, the milling and disposing of existing asphalt and concrete pavement, installation of an approximate 8,100 square foot artificial turf field system, a new curb, drainage infrastructure, a new ornamental fence, and a 7 foot high netting (the "**Project**") located at the School; and

WHEREAS, on April 1, 1998, the City Council of the City (the "**City Council**") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "**Open Space Ordinance**") of the Municipal Code of Chicago (the "**Code**") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "**Open Space Fees**"); and

WHEREAS, the Department of Finance has collected Open Space Fees for new dwelling units built in the Avondale Community Area (the "**Community Area**") and contiguous communities (the "**Proceeds**") and has deposited such Proceeds in the fund set up for the Community Area identified by CAPS code PS21 131 54 5021 2604; and

WHEREAS, on _____, the City Council adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____ (the "**Authorizing Ordinance**"), among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds to the Board in an amount not to exceed Two Hundred Eighty Six Thousand and No/100 dollars (\$286,000) (the "**City Funds**"), which will provide open space and recreational facilities for the benefit of the residents of the Community Area; and

WHEREAS, the Board has received grants of funds from the State of Illinois Department of Commerce and Economic Opportunity ("DCEO") in the amount of \$300,000 ("**Grant Funds**"); and

WHEREAS, the Board has \$140,000 available from its approved capital plan (the "**Board Capital Funds**"); and

WHEREAS, under authority granted in Board Rule No. 7-13(d) (the "**Board Rule**"), the Board is authorized to enter into an agreement with the City for the development of the Project and implementation of the Project in accordance with the Project Description set forth on **Exhibit B** and to accept the City Funds; and

WHEREAS, it is anticipated that following completion of the Project, the Board will operate and maintain the Project as open space in accordance with this Agreement; and

WHEREAS, the City and the Board have determined that it is in their best interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the Project; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above, and the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2. DEFINITIONS.

For all purposes of the Agreement, the following terms shall be defined as follows:

2.1 Authorized City Representative. The person designated by the City as its representative in participating in the planning, development and inspections related to the construction of the Project and to receive notices to the City given pursuant to this Agreement and otherwise as the City's representative implementing this Agreement. The City hereby designates Meg Gustafson as the Authorized City Representative.

2.2 Authorized Board Representative. The person or entity employed or retained by the Board to provide design, construction management, administration and coordination of services with respect to the Project. The Board hereby designates Venguanette Dye, Executive Director of Capital Planning and Construction, as the Authorized Board Representative.

2.3 Budget. The amount determined by the parties as the estimated cost of completing the Project. For the purposes of this Agreement, the term "Budget" includes, as the case may be, the "Preliminary Budget" and the final "Budget" for the Project as determined by the Department and the Board pursuant to the review procedures described in Section 3.2 and 3.3 hereof. A copy of the Preliminary Budget is attached hereto as **Exhibit C**.

2.4 Building Scope. The requirements of the Board and the City with respect to the nature, scope and extent of the Project including without limitation the size, type, function,

dimensions, spatial relationships and materials to be used in the design and construction of the Project.

2.5 Contract. The contract which shall be entered into between the Board and the Contractor, including all of the contract documents as described therein, providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

2.6 Contract Documents. The drawings, specifications and program requirements (including civil, engineering, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) to be prepared by the Board or its designee and approved by the Authorized Board Representative and the Authorized City Representative for compliance with the Building Scope and matters related to the Project.

2.7 Contractor. Any contractor that contracts with the Board or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Project. For purposes of this Agreement, the term "Contractor" may include a general contractor, or other consultants or contractors engaged by the Board to complete the Project

2.8 Final Acceptance. The date on which the Authorized Board Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed, and the Board is entitled to reimbursement for the Project pursuant to this Agreement.

2.9 Project. The design, development, construction and improvement of the School as described in the first Recital, in accordance with the time schedule and plans set forth in this Agreement.

2.10 Punch List Work. Minor adjustments or deficiencies in the construction of the Project, as determined by the Authorized City and Board Representatives, which must be completed before Final Acceptance.

2.11 Schedule. The anticipated date on which the Project or portions thereof will be initiated and completed as set forth on **Exhibit D.**

2.12 Work. All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to, or collateral to this Agreement.

SECTION 3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

3.1 Project. The Board will administer, coordinate, implement and manage the Project on behalf of the City pursuant to the terms of this Agreement and the applicable provisions of the Code.

3.2 Review of Project. The City and the Board, by their designated representatives, will review the scope of work required for the Project as well as the preliminary design documents and specifications for the Project. Such review shall include the cost estimates, assessments and/or remediation of environmental conditions, site preparation, demolition of existing buildings,

footings and foundations, scheduling and any other factors that may affect the coordination or cost of the Project.

3.3. Implementation of Project. Upon completion of the review procedures described in Section 3.2 above, the Board shall determine the final Budget and the Schedule for the Project, and the Board will commence implementation of the Project. Notwithstanding anything to the contrary elsewhere in this Agreement, there are no Board funding obligations under this Agreement other than the Grant Funds and the Board Capital Funds.

3.4. Selection of General Contractor. The Board will retain Contractors for the development and construction of the Project. Prior to the commencement of the Work relating to the development of the Project, the Contractors shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Code and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements.

3.5. Contracts. The Board shall let the contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. Upon the City's request, the Board shall provide evidence reasonably satisfactory to the City of such compliance.

3.6. Permits. At such time as the Board lets a contract or contracts for the Project, the Board, at the Board's expense, shall also provide the City with copies of all governmental licenses and permits required to develop and construct the Project and to use, occupy, operate and maintain the Project as a school from all appropriate governmental authorities, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits and evidence that the School is appropriately zoned to be used, occupied and operated as a public facility.

3.7. Construction. The Board agrees to complete the demolition of existing structures, if any, on the School in accordance with applicable requirements of the City and any other compliance requirements and to construct the Project on the School in accordance with the construction documents and a landscape plan for the Project listed on **Exhibit E** (the "Drawings"), which have been approved by the Department and the Open Space Development Committee and which are incorporated herein by reference. The Drawings shall conform with the terms of this Agreement, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, MBE/WBE participation, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601 *et seq.* (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.* (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1992), and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, sub. B, sec. 400.100 *et seq.* (1988). No material deviation from the Drawings may be made without the prior written approval of the City, which will not be unreasonably withheld.

3.8 Contractor's Insurance. In all contracts relating to the Project, the Board agrees to require its Contractors to name the City (and the Public Building Commission of Chicago ("PBC") in its capacity as titleholder as its interests may appear) as additional insureds on all insurance policies and to require its Contractors to indemnify the City (and the PBC in its capacity as titleholder as its interests may appear) from all claims, damages, demands, losses, suits, actions, judgments and expenses, including but not limited to attorney's fees, arising out of or resulting from the construction of the Project by its Contractors or Contractors' suppliers, employees or agents.

3.9. Inspection and Oversight. The Board agrees to carefully inspect the School prior to commencement of any activity on the School with regard to construction of the Project to ensure that such activity with regard to construction of the Project shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Board shall be solely responsible for the safety and protection of the public with regard to construction of the Project. The City reserves the right, but shall have no obligation, to inspect the work being done on the School.

3.10. Title Commitment and Insurance. The Board shall be responsible for obtaining, at the Board's expense, any title commitment or title policy with respect to the School that it deems necessary.

3.11. Survey. The Board shall be responsible for obtaining at the Board's expense any survey of the School that it deems necessary.

3.12. Development Budget for the Project. The Board has prepared the budget describing the various hard and soft construction costs relating to the development of the Project set forth on **Exhibit C** (the "Preliminary Budget") which has been approved by the Department. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by the Department. The Board has prepared the preliminary schedule for the development and construction of the Project set forth in **Exhibit D** ("Schedule"), which has been approved by the Department. No material deviation from the Schedule shall be made without the prior approval of the Department, subject to the permitted delay provisions of Section 13.2 of this Agreement.

3.13. Reports. The Board shall provide the City with monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

3.14. No Liens. The Board agrees to keep the School free from all liens and encumbrances arising out of any work performed, materials supplied, or obligations incurred by or for the Board with regard to the Project.

SECTION 4. FUNDING.

Disbursement of City Funds. Upon the substantial completion of the Project (as evidenced by the issuance of the Certificate as described in Section 7), the Board and general contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and the Board and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Project, the Board shall deliver to the City a sworn statement from the general contractor, a general waiver of lien from

the Board and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Project. In addition, the Board shall deliver to the City copies of any manufacturers or other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Board. Finally, the Board shall deliver to the City an executed Certificate of Expenditure and Completion, the form of which is attached hereto as Exhibit F. The City shall disburse the City Funds within 30 days of Final Acceptance.

SECTION 5. LIMITED APPLICABILITY.

Approvals. The approval of the Drawings by the Department is for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Project. The approval given by the Department shall be only for the benefit of the Board.

SECTION 6. [RESERVED.]

SECTION 7. CERTIFICATE OF COMPLETION.

Certificate of Completion; Inspection. Upon completion of construction of the Project in accordance with the Drawings, the City, upon written request by the Board, shall furnish the Board with a certificate of completion (the "**Certificate**") evidencing that Board has satisfactorily completed the Project. The Certificate shall not constitute evidence that the Board has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Project.

Upon written request by the Board for the Certificate, the Department shall promptly undertake an inspection of the Project and thereafter provide the Board either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Board to perform in order to obtain the Certificate. The Board shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as the Department may consent to, in its sole discretion. Upon compliance with the City's requirements, the Board shall resubmit a written request for a Certificate from the City, which shall be promptly issued by the City.

SECTION 8. CONTINUING OBLIGATIONS OF THE BOARD AND THE SCHOOL.

Maintenance and Use. After the issuance of the Certificate by the City, the Board shall comply, and cause the School to comply, as applicable, with the covenants set forth in this Section 8, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Project.

8.1. Maintenance of the Project.

On-Going Maintenance of the Project. The Board shall cause the School throughout the Term of the Agreement to: (a) maintain the Project; (b) provide light

bulb replacement for all light fixtures located at the Project; (c) provide trash pickup and disposal services at the Project; and (d) remove snow and arrange for the removal of leaves, litter, debris and other waste materials at the Project. "Improvements" shall mean the milling and disposing of existing asphalt and concrete pavement, installation of an approximate 8,100 square foot artificial turf field system, a new curb, drainage infrastructure, a new ornamental fence, and a 7 foot high netting. The Parties agree that the actual useful life of the Improvements, meaning the period in which they shall continue to be functional in the manner required for safe and effective use for their particular purpose, is estimated to be approximately ten (10) to fifteen (15) years after the City's issuance of the Certificate.

8.2. Use of the Project

(a) Generally. The Project shall be utilized as open space for use by the public for and on behalf of the City. The School shall not restrict access to the Project by the public during the hours of operation of the Project, as set forth below, and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, or handicap, in the use of the Project by the public. The hours of operation of the Project shall be during regular School hours and additional hours if the School is open late. The School shall post a sign at the School informing the public of the hours the Project is open. In addition, the Project may also be used by appointment by community groups and others on the weekends and when the School is not open with prior written approval from the School principal. All expenses associated with the use of the Project when the School is not open shall be at the cost of the School. The School shall not store any toxic or hazardous materials at the Project in a manner in violation of any applicable law. Other than set forth in the Drawings, no structures or improvements are to be constructed on the Project by the Board without the prior written approval of the Department, which shall not be unreasonably withheld.

(b) No Rights of Use for Private Purposes Conferred. This Agreement does not confer any special rights upon the Board or any other person or entity to use the Project for private parties or events. The use of alcohol in the Project by any person or entity is strictly prohibited.

(c) Notice to the City. The Board agrees to notify the City in writing of any injury to persons or property relating to the construction of the Project within seven (7) days of the date that the Board becomes aware of such injury, and in the instance of an emergency, to notify the City immediately by telephone and facsimile notice by contacting the Authorized City Representative, Department of Planning and Development, City of Chicago, Suite 1000, 121 N. LaSalle Street, Chicago, Illinois 60602, or such other person as the City shall designate to the Board in writing. Furthermore, the Board agrees to notify the City immediately in the method described in this paragraph in the event that it learns that the Project is being utilized by any of the public in violation of the open space requirements for the Project, including, without limitation, (a) any unauthorized events occurring at the Project, including, without limitation, private parties; or (b) the occurrence of

any illegal activity at the Project. Notwithstanding anything to the contrary contained in this paragraph, the Board shall not be responsible for policing or providing any private security for the use of the Project. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against the Board.

(d) Injury to Persons and Property, Insurance and Indemnity. The City acknowledges that the Board is self-insured up to \$3,000,000. Furthermore, the Board agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City (excepting that caused by the negligence or misconduct of the City) arising from or in connection with the Board's negligence in: (a) developing the Project, including, without limitation, the failure of the Board or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; or (b) subject to the limitations set forth in Sections 8.1. and 12 hereof, the failure of the Board to perform its obligations under this Agreement to maintain the Project as set forth in and limited by Sections 8.1 and 12, for so long as the Board is the beneficial owner and controls the School and/or the School continues to operate as a Chicago Public School. This indemnification shall survive any termination of this Agreement.

(e) Permits. The Board shall apply for and maintain any and all governmental permits and approvals relating to the ongoing operation and maintenance of the Project.

SECTION 9. CITY'S POST-CERTIFICATE OBLIGATIONS.

After the issuance of the Certificate by the City, the City shall be obligated with regard to the following:

9.1. Insurance and Indemnity. The City acknowledges to the Board that it is self-insured and furthermore agrees to indemnify, defend and hold the Board harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the Board (excepting the contractor's liability or caused by the negligence or misconduct of the Board) arising from or in connection with the use and operation of the Project. This indemnification shall survive any termination of this Agreement. Notwithstanding anything to the contrary, in the event that the City assigns its rights under this Agreement as provided for herein, the assignee shall be required to obtain and keep in force and effect a Comprehensive Commercial General Liability Insurance policy insuring against claims for personal injury, death or property damage occurring in, on or about the Project arising out of the ownership, maintenance, operation or use of the Project by the City or such Assignee or any of their respective employees in an amount not less than \$3,000,000 per occurrence and \$3,000,000 general aggregate. The Board (and the City of Chicago in Trust For the Use Of Schools and the PBC, in their capacity as titleholder as their interests may appear) shall be named as an additional insured on such policy as its interest may appear.

9.2. Utilities. The City shall be liable to provide utility services (e.g. electrical, water and sewer) to the Project

9.3. Discretionary Maintenance By City. The City may elect, at the City's cost and expense, to install and remove holiday lighting and seasonal decor, to make the Project available for neighborhood festivals and street fairs, and to otherwise schedule events at and license the use of the Project for limited, short term purposes. In the event such short term uses are planned, the City shall give the School and the Board courtesy notice of such events.

SECTION 10. ENVIRONMENTAL MATTERS.

Environmental Responsibilities. It shall be the responsibility of the Board to investigate and determine the soil and environmental condition of the School. The City makes no covenant, representation or warranty as to the environmental condition of the School or the suitability of the School as a Project or for any use whatsoever.

SECTION 11. [RESERVED.]

SECTION 12. TERM OF THE AGREEMENT.

Term. The Term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, the obligations as set forth in Section 8 of this Agreement shall continue until and terminate upon the first to occur of: (a) the date that the Board ceases to be the beneficial owner and control the School and/or the School ceases to operate as a Chicago Public School; or (b) the date occurring ten (10) years after the City's issuance of the Certificate.

SECTION 13. PERFORMANCE, EVALUATION AND BREACH; REMEDIES.

13.1 Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

13.2 Permitted Delays. The Board shall not be in breach of its obligation to construct the Project in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Board's control and without the Board's fault or negligence, including but not limited to, delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, inability to obtain certain necessary materials and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the Board requests it in writing of the City within twenty (20) days after the beginning of any such delay.

13.3 Breach. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day

period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

1. If either party fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement; or
2. If either party makes or furnishes a warranty, representation, statement or certification to the other party which is not true and correct in any material respect; or
3. Subject to the permitted delays referenced above, the Board abandons or substantially suspends the construction of the Project, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date the Board receives written demand by the City to cure such default; or
4. The Board suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Project; or
5. The Board fails to comply, or cause the School to comply, with the maintenance and other obligations regarding the Project described in Section 8; or
6. Either party fails to comply with the terms of any other written agreement entered into with the other party relating to the Project.

13.4 Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the delaying party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the waiving party with respect to any other defaults of the other party.

13.5 Access to the School. Throughout the Term of the Agreement, any duly authorized representative of the City shall have access to the Project at all reasonable times for the purpose of confirming the Board's compliance with its obligations under this Agreement.

13.6 City's Right to Inspect Records. The Board agrees that the City shall have the right and authority to review and audit, from time to time, the Board's books and records solely relating to the Project, including, without limitation, general contractor's sworn statements, the

contract with the general contractor and subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of the Board for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Department upon prior reasonable notice to the Board and at the Department's sole cost and expense

13.7. Evaluation. Upon written request by the City, but not more frequently than once on an annual basis, the Board shall submit to the City a written report describing the maintenance of the Project and all costs attendant thereto. Thereafter, at the City's request, representatives of the City and of the Board shall meet and address any issues and concerns. Should the City reasonably determine, as a result of the review of the report and the site visit, that the Board is not complying with the terms and provisions of this Agreement, the parties agree that: (i) the City shall deliver a notice of default as provided for in this Section and the Board shall thereafter have an opportunity to cure (as provided for in this Section 13); or (ii) in the alternative, the City, by written notice to the Board, may terminate this Agreement.

13.8. Enforcement and Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

SECTION 14. CONFLICT OF INTEREST; CITY'S AND BOARD'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Conflict of Interest: The Board warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, 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, or association in which he or she is directly or indirectly interested. No agent, official, or employee of either party shall be personally liable to the other party or any successor in interest in the event of any default or breach by the defaulting party or for any amount which may become due to the other party or successor or on any obligation under the terms of this Agreement.

SECTION 15. BARRICADES, SIGNS AND PUBLIC RELATIONS.

Barricades, Signs, and Public Relations; City Approval. Prior to the commencement of any demolition or construction activity requiring barricades, the Board shall install a barricade of a type and appearance reasonably satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall retain the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

At the request of the City, the Board shall erect a sign of size and style approved by the Department in a conspicuous location at the Project during the construction of the Project, indicating that the undertaking of the Project is in accordance with City objectives. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Board and the Project in the City's promotional literature and communications. Until the expiration of the Term of the Agreement, the Department shall have the right to approve any changes in signage that are inconsistent with the original signage approved for the Project.

SECTION 16. [RESERVED.]**SECTION 17. GENERAL PROVISIONS.**

17.1 Headings. The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

17.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17.3. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

17.4. Severability.

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

17.5. [Intentionally Omitted.]

17.6. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Board is authorized by the Board Rule. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

17.7. Compliance with Laws. The parties agree to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

17.8. Consents. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

17.9. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

17.10. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and

shall constitute one and the same instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

17.11. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

17.12 Further Assurances. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

17.13. [Intentionally Omitted.]

17.14. Integration. This Agreement contains the entire agreement between the parties.

17.15. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

17.16. Notice Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication by fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Suite 1000
121 N. La Salle Street
Chicago, Illinois 60602
(312) 744-6550 (Fax)

With copies to. City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Suite 600
121 N. La Salle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

Notice to Board shall be addressed to:

Board of Education of the City of Chicago
Department of Operations
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attn: Chief Operations Officer
(773) 553-1648
(773) 553-1501 (Fax)

With copies to: Board of Education of the City of Chicago
Bureau of Treasury
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Financial Officer
(773) 553-2790
(773) 553-2701 (Fax)

and.

Board of Education of the City of Chicago
1 North Dearborn Street, Suite 900
Chicago, Illinois 60602
Attn: General Counsel
(773) 553-1700
(773) 553-1701 (Fax)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof 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.

17.17. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of 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. Nothing contained in this Agreement, nor shall any act of the City or the Board be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Board. This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.

17.18. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the City: Meg Gustafson
City of Chicago
Department of Planning and Development
City Hall, Suite 1001
121 N. LaSalle Street
Chicago, Illinois 60602
Phone: 312-744-0524
Fax: 312-742-8548

For the Board. Venguanette Dye
Executive Director of Capital Planning and Construction
Board of Education of the City of Chicago
Department of Operations
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Email: vdye@cps.edu

With copies to. Beth Scannell
Deputy General Counsel | Transactions
Board of Education of the City of Chicago
1 North Dearborn Street, 9th Floor | Chicago, IL 60602
Phone: 773-553-1700
Fax: 773-553-1769
Email: EAScannell@cps.edu

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof

17.19. Inspector General. Under the provisions of 105 ILCS 5/34-13.1, the Inspector General of the Board has the authority to conduct certain investigations. The contractors used by the Board in connection with the Project shall give the Inspector General access to all information and personnel necessary to conduct its investigations.

17.20. Conflicts of Interest. This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one (1) year period following expiration or other termination of their terms of office.

17.21. Indebtedness. The parties agree to comply with the Board's Indebtedness Policy (96-0626-PO3) adopted June 26, 1996, as may be further amended from time to time, which is hereby incorporated by reference as if fully set forth herein

17.22. Non-Appropriation. Expenditures not appropriated in the Board's current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in later fiscal year budgets. If sufficient funds are not appropriated in any fiscal year for performance under this Agreement or any contract documents, the Board shall notify the Department and this Agreement and any contract documents shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first.

17.23. Time. Time is of the essence in the performance of this Agreement.

17.24 Venue and Consent to Jurisdiction 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 and the United States District Court for the Northern District of Illinois

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written

CITY OF CHICAGO, a municipal corporation

By: _____
Ciere Boatright,
Commissioner of Planning and Development

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: _____
Walter Stock
Acting Chief Financial Officer

Board Rule No. 7-13(d)

Approved as to legal form:

Elizabeth K. Barton, Acting General Counsel

[(Sub)Exhibit "E" referred to in this Intergovernmental Cooperation Agreement
for Frank W. Reilly Elementary School Turf Field to be
attached prior to execution of this Agreement.]

(Sub)Exhibits "A", "B", "C", "D" and "F" referred to in this Intergovernmental Cooperation
Agreement for Frank W. Reilly Elementary School Turf Field read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Cooperation Agreement For
Frank W. Reilly Elementary School Turf Field)

3650 W. School St.
Chicago, Illinois 60618

Legal Description (subject to title and survey):

Lots 1 to 36, both inclusive, in Block 2 in Carter and Stade's Subdivision of part of Block 4 in K. K. Jones Subdivision of the south 40 acres of the north 120 acres of the south west quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

Permanent Index Number ("PIN"):

13-23-323-012-0000.

(Sub)Exhibit "B".
(To Intergovernmental Cooperation Agreement For
Frank W. Reilly Elementary School Turf Field)

Project Description.

This Elementary School project is comprised of improvements, including but not limited to, the milling and disposing of existing asphalt and concrete pavement, installation of an approximately 8,100 square foot artificial turf field system, a new curb, drainage infrastructure, a new ornamental fence, and a 7-foot high netting.

(Sub)Exhibit "C".
(To Intergovernmental Cooperation Agreement For
Frank W. Reilly Elementary School Turf Field)

Preliminary Budget.

Item	Cost
Design fees	\$ 200,000.00
Excavation and haul off of existing pavement and underlying stone, subgrade	100,000.00
Drainage infrastructure	80,000.00
Fencing	60,000.00
Turf Field	286,000.00
Total:	\$ 726,000.00

(Sub)Exhibit "D".
(To Intergovernmental Cooperation Agreement For
Frank W. Reilly Elementary School Turf Field)

Schedule.
(To Be Completed Prior To Execution Of The Agreement)

Project Number:

School Name: Frank W. Reilly Elementary School

AOR Transfer & Principal Sign Off:

60% CD AOR Submittal:

100% CD AOR Submittal:

Project Awarded to General Contractor:

Construction Start:

Preliminary Acceptance (Substantial Completion):

Final Acceptance (Full Completion):

(Sub)Exhibit "F".
(To Intergovernmental Cooperation Agreement For
Frank W. Reilly Elementary School Turf Field)

Certificate Of Expenditure And Completion.

State of Illinois)
) SS.
County of Cook)

The affiant, the Board of Education of the City of Chicago, a body politic and corporate, hereby certifies that with respect to that certain Intergovernmental Cooperation Agreement between the Board of Education of the City of Chicago (the "Board") and the City of Chicago (the "City") dated _____, 2026 regarding Frank W. Reilly Elementary School (the "Agreement"):

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

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

\$_____

C. The Board requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements:

\$_____

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

E. The Board 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 to the best of its knowledge and belief the Board 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 a Default, exists or has occurred.
3. The Board has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Agreement.
4. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 2026.

The Department of Planning and Development of the City of Chicago, hereby certifies to the best of its knowledge that the Board has satisfactorily performed its covenants and agreements with respect to Project, as such term is defined in the Agreement.

Agreed and Accepted:

Name: Ciere Boatright

Title: Commissioner of Planning and Development

City of Chicago,
Department of Planning and Development

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR OUTDOOR SPACE IMPROVEMENTS AT NETTELHORST ELEMENTARY SCHOOL LOCATED AT 3252 N. BROADWAY.

[O2026-0023318]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, March 13, 2026.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2026-0023318), expenditure of Open Space Impact Fee funds for outdoor space improvements at Nettelhorst Elementary School, 3252 North Broadway, 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 unanimous vote of the members of the committee present and with no dissenting votes on March 13, 2026.

Sincerely,

(Signed) NICHOLAS SPOSATO,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development (the "Department") has determined that the Fee-Paying Developments built in the Lake View Community Area have deepened the already significant deficit of open space in the Lake View Community Area, which deficit was documented in the comprehensive plan entitled "The City Space Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, The Board of Education of the City of Chicago, a body politic and corporate (the "Board"), has proposed certain improvements including, but not limited to, the construction of a new turf field, running track and the development of a new playground, landscaping, and seating (the "Project") at Nettelhorst Elementary School located at 3252 North Broadway, Chicago, Illinois 60657; and

WHEREAS, The Department wishes to make available to the Board proceeds from the Open Space Fees collected by DOF in an amount not to exceed Five Hundred Seventy-seven Thousand and no/100 Dollars (\$577,000) for the purpose of funding a portion of the Project which will provide open space and recreational facilities for the benefit of the residents of the Lake View Community Area; and

WHEREAS, The Department and the Board have agreed to enter into an intergovernmental cooperation agreement in substantially the form attached hereto as Exhibit 1 (the "Agreement") whereby the Department shall pay for or reimburse the Board for a portion of the Project costs; and

WHEREAS, The Board has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement; and

WHEREAS, The Department has determined that the use of the Open Space Fees to assist with the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the Lake View Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, The Department has recommended that the City Council: (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the Department to enter into the Agreement; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Board in an amount not to exceed Five Hundred Seventy-seven Thousand and no/100 dollars (\$577,000) from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. 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 the Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof, and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on the part of the Department.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.**Intergovernmental Cooperation Agreement For Nettelhorst Elementary School Turf Field.*

This Agreement (the "**Agreement**") is entered into as of ____ day of _____, 2026, between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "**Department**") and the Board of Education of the City of Chicago (the "**Board**"), a body politic and corporate.

RECITALS

WHEREAS, the Board has proposed certain improvements at Nettelhorst Elementary School located at 3252 North Broadway Avenue, Chicago, Illinois, 60657 (the "**School**"), which is commonly known and legally identified and described on **Exhibit A** hereto, including but not limited to, construction of a new turf field, running track and the development of a new playground, landscaping, and seating (the "**Project**"); and

WHEREAS, on April 1, 1998, the City Council of the City (the "**City Council**") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "**Open Space Ordinance**") of the Municipal Code of Chicago (the "**Code**") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "**Open Space Fees**"); and

WHEREAS, the Department of Finance has collected Open Space Fees for new dwelling units built in the Lake View Community Area (the "**Community Area**") and contiguous communities (the "**Proceeds**") and has deposited such Proceeds in the fund set up for the Community Area identified by CAPS code PS06 131 54 5006 2604; and

WHEREAS, on _____, the City Council adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____ (the "**Authorizing Ordinance**"), among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds to the Board in an amount not to exceed Five Hundred Seventy-Seven Thousand and No/100 dollars (\$577,000) (the "**City Funds**"), which will provide open space and recreational facilities for the benefit of the residents of the Community Area; and

WHEREAS, under authority granted in Board Rule No. 7-13(d) (the "**Board Rule**"), the Board is authorized to enter into an agreement with the City for the development of the Project and implementation of the Project in accordance with the Project Description set forth on **Exhibit B** and to accept the City Funds; and

WHEREAS, it is anticipated that following completion of the Project, the Board will operate and maintain the Project as open space in accordance with this Agreement; and

WHEREAS, the City and the Board have determined that it is in their best interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the Project; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above, and the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2. DEFINITIONS.

For all purposes of the Agreement, the following terms shall be defined as follows:

2.1 Authorized City Representative. The person designated by the City as its representative in participating in the planning, development and inspections related to the construction of the Project and to receive notices to the City given pursuant to this Agreement and otherwise as the City's representative implementing this Agreement. The City hereby designates Meg Gustafson as the Authorized City Representative.

2.2 Authorized Board Representative. The person or entity employed or retained by the Board to provide design, construction management, administration and coordination of services with respect to the Project. The Board hereby designates Venguanette Dye, Executive Director of Capital Planning and Construction, as the Authorized Board Representative.

2.3 Budget. The amount determined by the parties as the estimated cost of completing the Project. For the purposes of this Agreement, the term "Budget" includes, as the case may be, the "Preliminary Budget" and the final "Budget" for the Project as determined by the Department and the Board pursuant to the review procedures described in Section 3.2 and 3.3 hereof. A copy of the Preliminary Budget is attached hereto as **Exhibit C.**

2.4 Building Scope. The requirements of the Board and the City with respect to the nature, scope and extent of the Project including without limitation the size, type, function, dimensions, spatial relationships and materials to be used in the design and construction of the Project.

2.5 Contract. The contract which shall be entered into between the Board and the Contractor, including all of the contract documents as described therein, providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

2.6 Contract Documents. The drawings, specifications and program requirements (including civil, engineering, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) to be prepared by the Board or its designee and approved by the Authorized Board Representative and the Authorized City Representative for compliance with the Building Scope and matters related to the Project.

2.7 Contractor. Any contractor that contracts with the Board or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Project. For purposes of this Agreement, the term "Contractor" may include a general contractor, or other consultants or contractors engaged by the Board to complete the Project

2.8 Final Acceptance. The date on which the Authorized Board Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed, and the Board is entitled to reimbursement for the Project pursuant to this Agreement.

2.9 Project. The design, development, construction and improvement of the School as described in the first Recital, in accordance with the time schedule and plans set forth in this Agreement.

2.10 Punch List Work. Minor adjustments or deficiencies in the construction of the Project, as determined by the Authorized City and Board Representatives, which must be completed before Final Acceptance.

2.11 Schedule. The anticipated date on which the Project or portions thereof will be initiated and completed as set forth on **Exhibit D.**

2.12 Work. All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to, or collateral to this Agreement.

SECTION 3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

3.1 Project. The Board will administer, coordinate, implement and manage the Project on behalf of the City pursuant to the terms of this Agreement and the applicable provisions of the Code.

3.2 Review of Project. The City and the Board, by their designated representatives, will review the scope of work required for the Project as well as the preliminary design documents and specifications for the Project. Such review shall include the cost estimates, assessments and/or remediation of environmental conditions, site preparation, demolition of existing buildings, footings and foundations, scheduling and any other factors that may affect the coordination or cost of the Project.

3.3. Implementation of Project. Upon completion of the review procedures described in Section 3.2 above, the Board shall determine the final Budget and the Schedule for the Project, and the Board will commence implementation of the Project. Notwithstanding anything to the contrary elsewhere in this Agreement, there are no Board funding obligations under this Agreement.

3.4. Selection of General Contractor. The Board will retain Contractors for the development and construction of the Project. Prior to the commencement of the Work relating to the development of the Project, the Contractors shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Code and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements.

3.5. Contracts. The Board shall let the contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. Upon the City's request, the Board shall provide evidence reasonably satisfactory to the City of such compliance.

3.6. Permits. At such time as the Board lets a contract or contracts for the Project, the Board, at the Board's expense, shall also provide the City with copies of all governmental licenses and permits required to develop and construct the Project and to use, occupy, operate and maintain the Project as a school from all appropriate governmental authorities, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits and evidence that the School is appropriately zoned to be used, occupied and operated as a public facility.

3.7. Construction. The Board agrees to complete the demolition of existing structures, if any, on the School in accordance with applicable requirements of the City and any other compliance requirements and to construct the Project on the School in accordance with the construction documents and a landscape plan for the Project listed on **Exhibit E** (the "**Drawings**"), which have been approved by the Department and the Open Space Development Committee and which are incorporated herein by reference. The Drawings shall conform with the terms of this Agreement, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, MBE/WBE participation, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601 *et seq.* (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.* (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1992), and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, such. B, sec. 400.100 *et seq.* (1988). No material deviation from the Drawings may be made without the prior written approval of the City, which will not be unreasonably withheld.

3.8. Contractor's Insurance. In all contracts relating to the Project, the Board agrees to require its Contractors to name the City (and the Public Building Commission of Chicago ("**PBC**") in its capacity as titleholder as its interests may appear) as additional insureds on all insurance policies and to require its Contractors to indemnify the City (and the PBC in its capacity as titleholder as its interests may appear) from all claims, damages, demands, losses, suits, actions, judgments and expenses, including but not limited to attorney's fees, arising out of or resulting from the construction of the Project by its Contractors or Contractors' suppliers, employees or agents.

3.9. Inspection and Oversight. The Board agrees to carefully inspect the School prior to commencement of any activity on the School with regard to construction of the Project to ensure that such activity with regard to construction of the Project shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Board shall be solely responsible for the safety and protection of the public with regard to construction of the Project. The City reserves the right, but shall have no obligation, to inspect the work being done on the School.

3.10. Title Commitment and Insurance. The Board shall be responsible for obtaining, at the Board's expense, any title commitment or title policy with respect to the School that it deems necessary.

3.11. Survey. The Board shall be responsible for obtaining at the Board's expense any survey of the School that it deems necessary.

3.12. Development Budget for the Project. The Board has prepared the budget describing the various hard and soft construction costs relating to the development of the Project set forth on **Exhibit C** (the "**Preliminary Budget**") which has been approved by the Department. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by the Department. The Board has prepared the preliminary schedule for the development and construction of the Project set forth in **Exhibit D** ("**Schedule**"), which has been approved by the Department. No material deviation from the Schedule shall be made without the prior approval of the Department, subject to the permitted delay provisions of Section 13.2 of this Agreement.

3.13. Reports. The Board shall provide the City with monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

3.14. No Liens. The Board agrees to keep the School free from all liens and encumbrances arising out of any work performed, materials supplied, or obligations incurred by or for the Board with regard to the Project.

SECTION 4. FUNDING.

Disbursement of City Funds. Upon the substantial completion of the Project (as evidenced by the issuance of the Certificate as described in Section 7), the Board and general contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and the Board and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Project, the Board shall deliver to the City a sworn statement from the general contractor, a general waiver of lien from the Board and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Project. In addition, the Board shall deliver to the City copies of any manufacturers or other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Board. Finally, the Board shall deliver to the City an executed Certificate of Expenditure and Completion, the form of which is attached hereto as Exhibit F. The City shall disburse the City Funds within 30 days of Final Acceptance.

SECTION 5. LIMITED APPLICABILITY.

Approvals. The approval of the Drawings by the Department is for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Project. The approval given by the Department shall be only for the benefit of the Board.

SECTION 6. [RESERVED.]**SECTION 7. CERTIFICATE OF COMPLETION.**

Certificate of Completion; Inspection. Upon completion of construction of the Project in accordance with the Drawings, the City, upon written request by the Board, shall furnish the Board with a certificate of completion (the "**Certificate**") evidencing that Board has satisfactorily completed the Project. The Certificate shall not constitute evidence that the Board has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Project.

Upon written request by the Board for the Certificate, the Department shall promptly undertake an inspection of the Project and thereafter provide the Board either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Board to perform in order to obtain the Certificate. The Board shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as the Department may consent to, in its sole discretion. Upon compliance with the City's requirements, the Board shall resubmit a written request for a Certificate from the City, which shall be promptly issued by the City.

SECTION 8. CONTINUING OBLIGATIONS OF THE BOARD AND THE SCHOOL.

Maintenance and Use. After the issuance of the Certificate by the City, the Board shall comply, and cause the School to comply, as applicable, with the covenants set forth in this Section 8, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Project.

8.1. Maintenance of the Project.

On-Going Maintenance of the Project. The Board shall cause the School throughout the Term of the Agreement to: (a) maintain the Project; (b) provide light bulb replacement for all light fixtures located at the Project; (c) provide trash pickup and disposal services at the Project; and (d) remove snow and arrange for the removal of leaves, litter, debris and other waste materials at the Project. "**Improvements**" shall mean the construction of a new turf field, running track and the development of a new playground, landscaping, and seating. The Parties agree that the actual useful life of the Improvements, meaning the period in which they shall continue to be functional in the manner required for safe and effective use for their particular purpose, is estimated to be approximately ten (10) to fifteen (15) years after the City's issuance of the Certificate.

8.2. Use of the Project

(a) Generally. The Project shall be utilized as open space for use by the public for and on behalf of the City. The School shall not restrict access to the Project by the public during the hours of operation of the Project, as set forth below, and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, or handicap, in the use of the Project by the public. The hours of operation of the Project shall be during regular School hours and additional hours if the School is open late. The School shall post a sign at the School informing the public of the hours the Project is open. In addition, the Project may also be used by appointment by community groups and others on the weekends and when the School is not open with prior written approval from the School principal. All expenses associated with the use of the Project when the School is not open shall be at the cost of the School. The School shall not store any toxic or hazardous materials at the Project in a manner in violation of any applicable law. Other than set forth in the Drawings, no structures or improvements are to be constructed on the Project by the Board without the prior written approval of the Department, which shall not be unreasonably withheld.

(b) No Rights of Use for Private Purposes Conferred. This Agreement does not confer any special rights upon the Board or any other person or entity to use the Project for private parties or events. The use of alcohol in the Project by any person or entity is strictly prohibited.

(c) Notice to the City. The Board agrees to notify the City in writing of any injury to persons or property relating to the construction of the Project within seven (7) days of the date that the Board becomes aware of such injury, and in the instance of an emergency, to notify the City immediately by telephone and facsimile notice by contacting the Authorized City Representative, Department of Planning and Development, City of Chicago, Suite 1000, 121 N. LaSalle Street, Chicago, Illinois 60602, or such other person as the City shall designate to the Board in writing. Furthermore, the Board agrees to notify the City immediately in the method described in this paragraph in the event that it learns that the Project is being utilized by any of the public in violation of the open space requirements for the Project, including, without limitation, (a) any unauthorized events occurring at the Project, including, without limitation, private parties; or (b) the occurrence of any illegal activity at the Project. Notwithstanding anything to the contrary contained in this paragraph, the Board shall not be responsible for policing or providing any private security for the use of the Project. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against the Board.

(d) Injury to Persons and Property; Insurance and Indemnity. The City acknowledges that the Board is self-insured up to \$3,000,000. Furthermore, the Board agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable

attorneys' fees and court costs) suffered or incurred by the City (excepting that caused by the negligence or misconduct of the City) arising from or in connection with the Board's negligence in: (a) developing the Project, including, without limitation, the failure of the Board or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; or (b) subject to the limitations set forth in Sections 8.1. and 12 hereof, the failure of the Board to perform its obligations under this Agreement to maintain the Project as set forth in and limited by Sections 8.1 and 12, for so long as the Board is the beneficial owner and controls the School and/or the School continues to operate as a Chicago Public School. This indemnification shall survive any termination of this Agreement.

(e) Permits. The Board shall apply for and maintain any and all governmental permits and approvals relating to the ongoing operation and maintenance of the Project.

SECTION 9. CITY'S POST-CERTIFICATE OBLIGATIONS.

After the issuance of the Certificate by the City, the City shall be obligated with regard to the following:

9.1. Insurance and Indemnity. The City acknowledges to the Board that it is self-insured and furthermore agrees to indemnify, defend and hold the Board harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the Board (excepting the contractor's liability or caused by the negligence or misconduct of the Board) arising from or in connection with the use and operation of the Project. This indemnification shall survive any termination of this Agreement. Notwithstanding anything to the contrary, in the event that the City assigns its rights under this Agreement as provided for herein, the assignee shall be required to obtain and keep in force and effect a Comprehensive Commercial General Liability Insurance policy insuring against claims for personal injury, death or property damage occurring in, on or about the Project arising out of the ownership, maintenance, operation or use of the Project by the City or such Assignee or any of their respective employees in an amount not less than \$3,000,000 per occurrence and \$3,000,000 general aggregate. The Board (and the City of Chicago in Trust For the Use Of Schools and the PBC, in their capacity as titleholder as their interests may appear) shall be named as an additional insured on such policy as its interest may appear.

9.2. Utilities. The City shall be liable to provide utility services (e.g. electrical, water and sewer) to the Project.

9.3. Discretionary Maintenance By City. The City may elect, at the City's cost and expense, to install and remove holiday lighting and seasonal decor, to make the Project available for neighborhood festivals and street fairs, and to otherwise schedule events at and license the use of the Project for limited, short term purposes. In the event such short term uses are planned, the City shall give the School and the Board courtesy notice of such events.

SECTION 10. ENVIRONMENTAL MATTERS.

Environmental Responsibilities. It shall be the responsibility of the Board to investigate and determine the soil and environmental condition of the School. The City makes no covenant, representation or warranty as to the environmental condition of the School or the suitability of the School as a Project or for any use whatsoever.

SECTION 11. [RESERVED.]

SECTION 12. TERM OF THE AGREEMENT.

Term. The Term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, the obligations as set forth in Section 8 of this Agreement shall continue until and terminate upon the first to occur of: (a) the date that the Board ceases to be the beneficial owner and control the School and/or the School ceases to operate as a Chicago Public School; or (b) the date occurring ten (10) years after the City's issuance of the Certificate.

SECTION 13. PERFORMANCE, EVALUATION AND BREACH; REMEDIES.

13.1 Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

13.2 Permitted Delays. The Board shall not be in breach of its obligation to construct the Project in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Board's control and without the Board's fault or negligence, including but not limited to, delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, inability to obtain certain necessary materials and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the Board requests it in writing of the City within twenty (20) days after the beginning of any such delay.

13.3 Breach. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

1. If either party fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement; or
2. If either party makes or furnishes a warranty, representation, statement or certification to the other party which is not true and correct in any material respect; or
3. Subject to the permitted delays referenced above, the Board abandons or substantially suspends the construction of the Project, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date the Board receives written demand by the City to cure such default; or
4. The Board suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Project; or
5. The Board fails to comply, or cause the School to comply, with the maintenance and other obligations regarding the Project described in Section 8; or
6. Either party fails to comply with the terms of any other written agreement entered into with the other party relating to the Project.

13.4 Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the delaying party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the waiving party with respect to any other defaults of the other party.

13.5. Access to the School. Throughout the Term of the Agreement, any duly authorized representative of the City shall have access to the Project at all reasonable times for the purpose of confirming the Board's compliance with its obligations under this Agreement.

13.6. City's Right to Inspect Records. The Board agrees that the City shall have the right and authority to review and audit, from time to time, the Board's books and records solely relating to the Project, including, without limitation, general contractor's sworn statements, the contract with the general contractor and subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of the Board for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Department upon prior reasonable notice to the Board and at the Department's sole cost and expense.

13.7. Evaluation. Upon written request by the City, but not more frequently than once on an annual basis, the Board shall submit to the City a written report describing the maintenance of the Project and all costs attendant thereto. Thereafter, at the City's request, representatives of the City and of the Board shall meet and address any issues and concerns. Should the City

reasonably determine, as a result of the review of the report and the site visit, that the Board is not complying with the terms and provisions of this Agreement, the parties agree that: (i) the City shall deliver a notice of default as provided for in this Section and the Board shall thereafter have an opportunity to cure (as provided for in this Section 13); or (ii) in the alternative, the City, by written notice to the Board, may terminate this Agreement.

13.8. Enforcement and Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

SECTION 14. CONFLICT OF INTEREST; CITY'S AND BOARD'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Conflict of Interest: The Board warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, 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, or association in which he or she is directly or indirectly interested. No agent, official, or employee of either party shall be personally liable to the other party or any successor in interest in the event of any default or breach by the defaulting party or for any amount which may become due to the other party or successor or on any obligation under the terms of this Agreement.

SECTION 15. BARRICADES, SIGNS AND PUBLIC RELATIONS.

Barricades, Signs, and Public Relations; City Approval. Prior to the commencement of any demolition or construction activity requiring barricades, the Board shall install a barricade of a type and appearance reasonably satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall retain the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

At the request of the City, the Board shall erect a sign of size and style approved by the Department in a conspicuous location at the Project during the construction of the Project, indicating that the undertaking of the Project is in accordance with City objectives. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Board and the Project in the City's promotional literature and communications. Until the expiration of the Term of the Agreement, the Department shall have the right to approve any changes in signage that are inconsistent with the original signage approved for the Project.

SECTION 16. [RESERVED.]

SECTION 17. GENERAL PROVISIONS.

17.1 Headings. The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

17.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17.3. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

17.4. Severability.

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

17.5. [Intentionally Omitted.]

17.6. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Board is authorized by the Board Rule. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

17.7. Compliance with Laws. The parties agree to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

17.8. Consents. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

17.9. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

17.10. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

17.11. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

17.12. Further Assurances. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

17.13. [Intentionally Omitted.]

17.14. Integration. This Agreement contains the entire agreement between the parties.

17.15. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

17.16. Notice Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication by fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Suite 1000
121 N. La Salle Street
Chicago, Illinois 60602
(312) 744-6550 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Suite 600
121 N. La Salle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

Notice to Board shall be addressed to:

Board of Education of the City of Chicago
Department of Operations
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attn: Chief Operations Officer
(773) 553-1648
(773) 553-1501 (Fax)

With copies to: Board of Education of the City of Chicago
Bureau of Treasury
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Financial Officer
(773) 553-2790
(773) 553-2701 (Fax)

and:

Board of Education of the City of Chicago
1 North Dearborn Street, Suite 900

Chicago, Illinois 60602
Attn: General Counsel
(773) 553-1700
(773) 553-1701 (Fax)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof 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.

17.17. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of 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. Nothing contained in this Agreement, nor shall any act of the City or the Board be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Board. This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.

17.18. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the City: Meg Gustafson
City of Chicago
Department of Planning and Development
City Hall, Suite 1001
121 N. LaSalle Street
Chicago, Illinois 60602
Phone: 312-744-0524
Fax: 312-742-8548

For the Board: Venguanette Dye
Executive Director of Capital Planning and Construction
Board of Education of the City of Chicago
Department of Operations
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Email: vdye@cps.edu

With copies to: Beth Scannell
Deputy General Counsel | Transactions
Board of Education of the City of Chicago

1 North Dearborn Street, 9th Floor | Chicago, IL 60602
Phone: 773-553-1700
Fax: 773-553-1769
Email: EAScannell@cps.edu

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

17.19. Inspector General. Under the provisions of 105 ILCS 5/34-13.1, the Inspector General of the Board has the authority to conduct certain investigations. The contractors used by the Board in connection with the Project shall give the Inspector General access to all information and personnel necessary to conduct its investigations.

17.20. Conflicts of Interest. This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one (1) year period following expiration or other termination of their terms of office.

17.21. Indebtedness. The parties agree to comply with the Board's Indebtedness Policy (96-0626-PO3) adopted June 26, 1996, as may be further amended from time to time, which is hereby incorporated by reference as if fully set forth herein.

17.22. Non-Appropriation. Expenditures not appropriated in the Board's current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in later fiscal year budgets. If sufficient funds are not appropriated in any fiscal year for performance under this Agreement or any contract documents, the Board shall notify the Department and this Agreement and any contract documents shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first.

17.23. Time. Time is of the essence in the performance of this Agreement.

17.24. Venue and Consent to Jurisdiction. 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 and the United States District Court for the Northern District of Illinois.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation

By: _____
Ciere Boatright,
Commissioner of Planning and Development

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: _____
Walter Stock
Acting Chief Financial Officer

Board Rule No. 7-13(d)

Approved as to legal form:

Elizabeth K. Barton, Acting General Counsel

[(Sub)Exhibit "E" referred to in this Intergovernmental Cooperation Agreement
for Nettelhorst Elementary School Turf Field to be attached
prior to execution of this Agreement.]

(Sub)Exhibits "A", "B", "C", "D" and "F" referred to in this Intergovernmental Cooperation
Agreement for Nettelhorst Elementary School Turf Field read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Cooperation Agreement For
Nettelhorst Elementary School Turf Field)

*3252 N. Broadway
Chicago, Illinois 60657*

Legal Description (subject to title and survey):

[Insert]

Permanent Index Number ("PIN"):

[Insert]

(Sub)Exhibit "B".
(To Intergovernmental Cooperation Agreement For
Nettelhorst Elementary School Turf Field)

Project Description.

This Elementary School project is comprised of improvements, including but not limited to, the construction of a new turf field, running track and the development of a new playground, landscaping, and seating.

(Sub)Exhibit "C".
(To Intergovernmental Cooperation Agreement For
Nettelhorst Elementary School Turf Field)

Preliminary Budget.

Item	Cost
Demolition of existing northwest region of the site and proposed new playground	\$1,200,000*
Landscaping, seating, sports netting	183,000*
Demolition of southwest region of the site and proposed new turf field and track	577,000**
Total:	\$1,960,000

(Sub)Exhibit "D".
(To Intergovernmental Cooperation Agreement For
Nettelhorst Elementary School Turf Field)

Schedule.
(To Be Completed Prior To Execution Of The Agreement)

Project Number:

School Name: Nettelhorst Elementary

* The Board's funding obligations under this Agreement shall not exceed \$1,383,000 without written agreement of the parties.

** The City's funding obligations under this Agreement shall not exceed \$577,000 without written agreement of the parties.

AOR Transfer & Principal Sign Off:

60% CD AOR Submittal:

100% CD AOR Submittal:

Project Awarded to General Contractor:

Construction Start:

Preliminary Acceptance (Substantial Completion):

Final Acceptance (Full Completion):

(Sub)Exhibit "F".
(To Intergovernmental Cooperation Agreement For
Nettelhorst Elementary School Turf Field)

Certificate Of Expenditure And Completion.

State of Illinois)
) SS.
County of Cook)

The affiant, the Board of Education of the City of Chicago, a body politic and corporate, hereby certifies that with respect to that certain Intergovernmental Cooperation Agreement between the Board of Education of the City of Chicago (the "Board") and the City of Chicago (the "City") dated _____, 2026 regarding Nettelhorst Elementary School (the "Agreement"):

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

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

\$_____

C. The Board requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements:

\$_____

- D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.
- E. The Board 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 to the best of its knowledge and belief the Board 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 a Default, exists or has occurred.
 3. The Board has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Agreement.
 4. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 2026.

The Department of Planning and Development of the City of Chicago, hereby certifies to the best of its knowledge that the Board has satisfactorily performed its covenants and agreements with respect to Project, as such term is defined in the Agreement.

Agreed and Accepted:

Name: Meg Gustafson

Title: _____

City of Chicago,
Department of Planning and Development

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

APPROVAL OF PLAT FOR COMMERCE PARK CHICAGO SUBDIVISION 1.**[O2026-0022543]**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed ordinance transmitted herewith for a subdivision to Commerce Park Chicago Subdivision (O2026-0022543) in the block bounded by East 118th Street, South Burley Avenue, East 122nd Street and South Avenue O, located in the 10th Ward. This ordinance was referred to the committee on February 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Chicago Department of Transportation (the "Commissioner"), or any of the Commissioner's designees, is each hereby authorized and directed to approve a proposed Commerce Park Chicago Subdivision 1 being a subdivision of certain lots owned by NP Avenue O LLC, a Missouri limited liability company ("Owner") in the block bounded by bounded by East 118th Street, South Burley Avenue, East 122nd Street and South Avenue O and legally described on the attached plat (Exhibit A, CDOT File: 19-10-25-4109), which, for greater certainty, is hereby made a part of this ordinance. The legal description is attached as Exhibit B and the property index numbers (PINs) and address range of the properties that are the subject of the subdivision are included as Exhibit C and incorporated here.

SECTION 2. The subdivision herein provided for is made under the express condition that the Owner and its successors and assigns, shall hold harmless, indemnify, and defend the City of Chicago from all claims related to the subdivision.

SECTION 3. The subdivision herein provided for is further made upon the express condition that the Owner, and its successors and assigns, shall comply with all the conditions set forth in the Department of Water Management letter dated October 30, 2025, and attached hereto as Exhibit D.

SECTION 4. The subdivision herein provided for is further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Owner shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully-stamp approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication. The subdivision shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Introduced by:

(Signed): Peter Chico
Alderman, 10th Ward

CDOT File Number:

19-10-25-4109.

[Exhibit "A" referred to in this ordinance
printed on pages 41711 and
41712 of this *Journal*.]

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

Exhibit "B".

Legal Description.

That part of east half of the southeast quarter of Section 19, Township 37 North, Range 15, East of the Third Principal Meridian, Cook County, Illinois, being bounded as follows: beginning at a point lying 33.00 feet southerly of (measured perpendicular to) the north line of the southeast quarter of said Section 19 (also being on the south right-of-way of East 118th Street), and lying 65.00 feet westerly of (measured perpendicular to) the east line of the southeast quarter of said Section 19 (also being on the west right-of-way of South Avenue O); thence south 00 degrees, 50 minutes, 26 seconds east (basis of bearings -- Illinois State Plane Coordinates East Zone (NAD83)) along the western right-of-way line of South Avenue O, said line being parallel with and 65 feet westerly of the east line of the southeast quarter of said Section 19, a distance of 782.10 feet to a point on the southern line of the northern 815.05 feet of the southeast quarter of Section 19; thence north 89 degrees, 47 minutes, 07 seconds east parallel with and 815.05 feet southerly of the north line of the southeast quarter of Section 19 a distance of 15.00 feet to a point on the western right-of-way line of South Avenue O per a dedication recorded June 25, 1930, as Document Number 10690326 in the Office of the Cook County Recorder, said point lying 50 feet westerly of (measured perpendicular to) the east line of the southeast quarter of said Section 19; thence south 00 degrees, 50 minutes, 26 seconds east along said western right-of-way line of South Avenue O, said line being parallel with and 50 feet westerly of the east line of the southeast quarter of said Section 19, a distance of 1,517.60 feet to the northeastern corner of the right-of-way dedicated as East 122nd Street, recorded December 22, 2020 as Document Number 2035716179 in the Office of the Cook County Recorder (the following seven (7) courses are along the northern boundary of said East 122nd Street); (1) thence south 44 degrees, 31 minutes, 18 seconds west, 98.37 feet; (2) thence south 89 degrees, 53 minutes, 02 seconds west, 558.81 feet to the point of curvature of a curve being concave to the north; (3) thence westerly along said curve to the right having a radius of 417.00 feet and an arc distance of 125.61 feet to its point of tangency, said curve being subtended by a chord bearing of north 81 degrees, 29 minutes, 13 seconds west, 125.13 feet; (4) thence north 72 degrees, 51 minutes, 28 seconds west, 100.00 feet to the point of curvature of a curve being concave to the south; (5) thence westerly along said curve to the left having a radius of 483.00 feet and an arc distance of 150.40 feet to its point of tangency, said curve being subtended by a chord bearing of

north 81 degrees, 46 minutes, 41 seconds west, 149.79 feet; (6) thence south 89 degrees, 18 minutes, 05 seconds west, 133.55 feet; (7) thence north 46 degrees, 04 minutes, 03 seconds west, 99.63 feet to the southeastern corner of the right-of-way dedicated as South Burley Avenue, recorded April 30, 2021 as Document Number 2112019049 in the Office of the Cook County Recorder (the following two (2) courses are along the eastern boundary of said South Burley Avenue; (1) thence north 01 degree, 26 minutes, 12 seconds west, 2,159.92 feet; (2) thence north 44 degrees, 10 minutes, 28 seconds east, 97.93 feet to a point on a line lying 33 feet southerly of (measured perpendicular to) the north line of the southeast quarter of said Section 19 (also being on said south right-of-way of East 118th Street); thence north 89 degrees, 47 minutes, 07 seconds east along a line parallel with and 33 feet southerly of the north line of the southeast quarter of said Section 19, a distance of 1,137.81 feet to the point of beginning, in Cook County, Illinois, said above described parcel containing 2,820,629 square feet or 64.753 acres, more or less.

Exhibit "C".

PINs And Address Range.

PINs:

26-19-400-017-0000;
26-19-400-018-0000;
26-19-400-019-0000;
26-19-400-020-0000; and
26-19-400-021-0000.

Commonly Known As:

3249 -- 3425 East 118th Street;
3240 -- 3424 East 122nd Street;
11804 -- 12109 South Burley Avenue; and
11800 -- 12130 South Avenue O,
all in Chicago, Illinois 60617.

*Exhibit "D".**Department Of Water Management Letter.*

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

October 30, 2025

City of Chicago
Department of Transportation
Division of Project Development / PUBLIC WAY
2 N. LaSalle Street, Suite 950
Chicago, IL 60602-2570

Attn: Mr. Jal Kalayil
Deputy Commissioner

Re: Proposed Subdivision Ordinance
10th Ward
For: NP Avenue O, LLC

Subdivision of the block bounded by E 118th St, S Avenue O, E 122nd St, and
S Burley Ave.

OUC File No. VD-132666

M&P Project No. 19-10-25-4109
Water Atlas Page 719
Sewer Atlas Page 37-2-12

Dear Mr. Kalayil:

This letter is in response to your inquiry concerning the proposed subdivision. After reviewing our records, the Department of Water Management (DWM) has determined the following:

I) DWM - Water Section

There are no water facilities within the limits of the area proposed for subdivision. Therefore, the Water Section has no objection to the proposed subdivision. Lot 1 of the proposed subdivision currently has water service. Lot 2 must obtain an independent water service. Lot 2 may not use the water service that serves Lot 1.

All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM standards.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) DWM - Sewer Section

Based on sewer records, public sewer facilities exist within two (2) Chicago Department of Water Management easement parcels and one (1) No-Build Restriction Area parcel located in Lot 1 of the proposed subdivision. The Sewer Section has no objection to the proposed subdivision, provided that these easements, No-Build Restriction Area, and their associated conditions continue to run with the subdivision.

Due to shared sewer services, a covenant agreement must be established among the proposed lots of the subdivision. The covenant agreement must also include the conditions of the DWM easement and the No-Build Restriction.

OUC File No. VD-132666

October 30, 2025

Page 2 of 2

If there are any questions regarding the sewer facilities, contact Alexander Huynh at 312-744-4420 and Anupam Verma at 312-742-7108.

Very truly yours,

A handwritten signature in black ink, appearing to read "Randy Conner", followed by two small, stylized initials or marks.

Randy Conner
Commissioner

APPROVAL OF BELLMORE ESTATES SUBDIVISION

[SO2026-0023201]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith for a subdivision to Bellmore Estates Subdivision (SO2026-0023201) in the block bounded by West North Avenue, North Bell Avenue, West Le Moyne Street and North Oakley Boulevard, located in the 1st Ward. This substitute ordinance was referred to the committee on February 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Chicago Department of Transportation (the "Commissioner"), or any of the Commissioner's designees, is each hereby authorized and directed to approve a proposed Bellmore Estates Subdivision, being a subdivision of certain lots owned Volo Holdings LLC -- 1501 Oakley Series ("Owner"), in the block bounded by West North Avenue, North Bell Avenue, West Le Mayne Street and North Oakley Boulevard, and legally described on the attached plat (Exhibit A, CDOT File: 06-01-25-4116), which, for greater certainty, is hereby made a part of this ordinance. For recording purposes, the legal description is also attached as Exhibit B and the PIN and address range of the properties that are the subject of the subdivision are included as Exhibit C and incorporated here.

SECTION 2. The Commissioner, or any of the Commissioner's designees, is each hereby authorized and directed to approve a dedication of a 9-foot, east/west alley portion in the block bounded by West North Avenue, North Bell Avenue, West Le Mayne Street, and North Oakley Boulevard, and legally described on the attached plat in Exhibit A. This alley was vacated by an ordinance passed May 28, 1924 (*Journal of the Proceedings*, page 3143) and recorded July 3, 1924, under Document Number 8495469. The ordinance provided "if any part of the alley herein vacated shall ever be used for other than educational, religious, or charitable purposes, then the vacation herein provided for shall become null and void". This covenant will be released because this alley is being reverted back to public way.

SECTION 3. The subdivision herein provided for is made under the express condition that the Owner and its successors and assigns shall hold harmless, indemnify and defend the City of Chicago from all claims related to the subdivision.

SECTION 4. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, Comcast and their successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over and along the herein subdivision, with the right of ingress and egress. The grade of the subdivision shall not be altered in a manner so as to interfere with the operation and maintenance of Commonwealth Edison and Comcast facilities. No construction, buildings, permanent structures or obstructions shall occur or be placed over the area herein subdivided without express written release of easement by the involved utilities. Any future

Owner-prompted relocation of facilities lying within the area being subdivided will be accomplished by the involved utility and be done at the expense of the beneficiary of the subdivision, its successors or assigns.

SECTION 5. The subdivision herein provided for is further made upon the express condition that the Owner shall comply with all the conditions set forth in the Department of Water Management letter dated December 15, 2025, and attached hereto as Exhibit D.

SECTION 6. The subdivision herein provided for is further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance the Owner shall file or cause to be filed for recordation with the Office of the Clerk of Cook County (Illinois) Recordings Division, a fully-stamp approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication. The subdivision and dedication shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Introduced by:

(Signed): Daniel La Spata
Alderman, 1st Ward

CDOT File Number:

06-01-25-4116.

[Exhibit "A" referred to in this ordinance
printed on pages 41719 and
41720 of this *Journal*.]

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

*Exhibit "B".**Legal Description.*

The north 150.00 feet of Lot A and the vacated south 9 feet of the east/west 25-foot-wide public alley, vacated by ordinance passed May 28, 1924, and recorded on July 3, 1924, as Document Number 8495469; as lying north of and adjoining the north line of said Lot A, being in the resubdivision of that part of Block 2 of H.B. Bogue's Subdivision of Blocks 1, 2, 4 and 5 in Watson, Tower and Davis Subdivision of the west ½ of the northwest ¼ of Section 6, Township 49 North, Range 14, East of the Third Principal Meridian, according to the plat recorded on December 11, 1888, as Document Number 1038587, all in Cook County, Illinois, above said parcel described containing area 42,232 square feet, or 0.969 acre, more or less.

*Exhibit "C".**PIN And Address Range.*

Permanent Index Number:

17-06-102-010-0000.

Commonly Known As:

1501 -- 1545 North Oakley Boulevard;

2234 -- 2258 West Le Moyne Street; and

1500 -- 1544 North Bell Avenue,

Chicago, Illinois 60622.

*Exhibit "D".**Department Of Water Management Letter.*

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

December 15, 2025

City of Chicago
Department of Transportation
Division of Project Development / PUBLIC WAY
2 N. LaSalle Street, Suite 950
Chicago, IL 60602-2570

Attn: Mr. Jai Kalayil
Deputy Commissioner

Re: Proposed Subdivision Ordinance
1st Ward
For: MVolto Holdings, LLC – 1501 Oakley Series

**Subdivision of property bounded by N Oakley Blvd, W Le Moyne St,
N Bell Ave, and W North Ave**

OUC File No. VD-133528

M&P Project No. 06-01-25-4116

Water Atlas Page 217

Sewer Atlas Page 39-3-37

Dear Mr. Kalayil:

This letter is in response to your inquiry concerning the proposed subdivision. After reviewing our records, the Department of Water Management (DWM) has determined the following:

I) DWM - Water Section

There are no water facilities within the limits of the areas proposed for subdivision. Therefore, the Water Section has no objection to the proposed subdivision.

All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM standards.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) DWM - Sewer Section

Based on sewer records, there are no public sewer facilities within the limits of the area proposed for subdivision. The Sewer Section has no objection to the proposed subdivision, provided that the beneficiary meets the following conditions:

1. A covenant agreement must be established and recorded against the property deed to ensure all parcels have the legal right to connect to and remain responsible for any shared stormwater management or detention system required under DWM's Stormwater Regulations and DOB Stormwater review.
2. The covenant agreement shall ensure that if any parcel is sold or transferred, the new owner retains the right and obligation to maintain and comply with all stormwater system requirements.

OJC File No. VD-133528

December 15, 2025

Page 2 of 2

3. All parcels within the subdivision shall remain jointly responsible for the operation, maintenance, and any potential abandonment of the private sewer services and all associated appurtenances.
4. Based on Sewer records, there is no drainage infrastructure in the existing public alley immediately north of Lots 1 and 2. The existing alley surface is presumed to be sheet flowing into the adjacent roadway ROW. The proposed development shall not have any adverse impact on the surface drainage pattern of the existing public alley. If the development project on the proposed subdivision adversely affects the existing drainage of the alley, the beneficiary shall be responsible for re-grading the existing alley to the existing roadway ROW.

Please be advised that any development creating more than 7,500 sq-ft of at grade impervious surface or disturbs a land area more than 15,000 sq-ft shall be subject to the regulated development requirements of DWM's Stormwater Regulations and must go through DOB Stormwater review.

If there are any questions regarding the sewer facilities, contact Alexander Huynh at 312-744-4420 and Anupam Verma at 312-742-7108.

Very truly yours,

Handwritten signature of Randy Conner in black ink.

Randy Conner
Commissioner

EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Director of Finance and/or the Commissioner of Transportation to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on February 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Joe Fresh Goods, Inc.

[O2026-0023184]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Joe Fresh Goods, Inc. located at 2900 -- 2902 West Chicago Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mmd Bridge Chicago LLC.

[O2026-0023348]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Mmd Bridge Chicago LLC, 410 North Paulina Street, Chicago, Illinois 60622, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

United Center.
(W. Madison St.)

[O2026-0023344]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt

United Center, 1701 -- 1707 West Madison Street, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

United Center.
(W. Warren Blvd.)

[O2026-0023346]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt United Center, 1701 -- 1713 West Warren Boulevard, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Kehilas Meor Yisroel.

[O2026-0023221]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Kehilas Meor Yisroel, located at 7154 North Francisco Avenue, from provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be force from and after its passage and publication.

926 Oak, Inc.

[O2026-0023207]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt 926 Oak, Inc., 1181 Caryn Terrace, Northbrook, Illinois 60062, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 4943 North Damen Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

1215 W Belmont LLC.

[O2026-0023283]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt 1215 W Belmont LLC of 1221 West Belmont Avenue from requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances were referred to the committee on February 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

W. 92nd St., From S. Throop St. To S. Racine Ave., To Be Known As "Brainerd 4 Life Way".

[O2026-0023345]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows for erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of West 92nd Street, from South Throop Street to South Racine Avenue, as "Brainerd 4 Life Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

5500 To 5555 N. Broadway, To Be Known As "Lori Cannon Way".

[O2026-0023039]

WHEREAS, The City of Chicago mourns the passing of Lori Cannon, a devoted AIDS activist, LGBTQ+ ally, and lifelong advocate for justice, who passed away on August 4, 2025, at the age of 74; and

WHEREAS, For more than four decades, Lori Cannon was a driving force behind Chicago's response to the HIV/AIDS crisis and a source of tireless compassion and care for thousands living with HIV across our city; and

WHEREAS, She co-founded Open Hand Chicago in 1988 -- now known as the Vital Bridges Food Program -- to provide essential meals and pantry supplies to people living with HIV, often recruiting and supporting volunteers who were living with HIV themselves; and

WHEREAS, She was the heart and soul of Groceryland at 5543 North Broadway, serving neighbors with essential goods and community; and

WHEREAS, Cannon's activism extended far beyond food justice -- she was founding member of ACT UP Chicago, an early volunteer at Chicago House, and a media coordinator for the NAMES Project AIDS Memorial Quilt display in 1988, 1990 and 1994; and

WHEREAS, Lori Cannon stood with fellow activist and artist Danny Sotomayor, leading direct-action efforts during the height of the AIDS crisis, and after his 1992 passing she kept his story and message alive through commemorations, education and community storytelling; and

WHEREAS, Known for her signature red hair and “beacon in red” spirit, Lori Cannon was a tireless organizer, fundraiser, and source of strength for those facing stigma, poverty, or illness, using her humor, empathy, and resolve to uplift the most vulnerable; and

WHEREAS, In recognition of her extraordinary service, Cannon was inducted into the Chicago LGBT Hall of Fame in 1994 as a “Friend of the Community”, a title she wore with pride and humility; and

WHEREAS, Lori Cannon’s legacy is etched not only in the institutions she built, but in the lives she touched, the dignity she restored, and the example she set as a fierce and fearless humanitarian; now, therefore,

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of 5500 to 5555 North Broadway as “Lori Cannon Way”.

SECTION 2. This ordinance shall take effect upon its passage and publication.

N. California Ave, From W. Evergreen Ave. To W. Hirsch St., To Be Known As “Rafael Cruz Way”.

[O2026-0023352]

WHEREAS, Rafael Cruz, Jr. a young Puerto Rican who was born on January 29, 1951 in Salinas, Puerto Rico and raised in Chicago, Illinois, where he spent most of his life; and

WHEREAS, Rafael, Jr. was affectionately known as Junior and Chino by family and friends. He was the son of Rafael Cruz, Sr. and Antonia Cruz; Antonia tragically passed away at the age of 29 when Rafael, Jr. was only four years of age. Rafael, Sr. later remarried Virginia Ortiz, and together they raised Rafael, Jr. in Lincoln Park and Humboldt Park. Rafael, Jr. was survived by a large family, including 18 siblings. Rafael, Jr. was the father to two children, Dominick Cruz and Carrie Giese-Vazquez, and an uncle to many nieces and nephews; and

WHEREAS, Rafael remains a legend to all of his family. Even those who were born after his tragedy understand the history of his sacrifice, as the elders in the Cruz family ensure that Rafael Cruz, Jr. will never be forgotten; and

WHEREAS, On June 4, 1977 near the Humboldt Park tennis courts, Rafael’s friend Julio Osorio was kneeling down by the grass talking to Rafael. Lt. Thomas M. Walton

accused Julio of possessing a gun and proceeded to shoot both Julio and Rafael multiple times, killing them both. No gun was ever found, only a black hairbrush that Julio held in his hand; and

WHEREAS, As a result of the tragic deaths of both Rafael Cruz and Julio Osorio, profound civil unrest was triggered, now known as the two-day Division Street Riots; and

WHEREAS, The Division Street Riots marked a critical turning point in the political, cultural, and social consciousness of Chicago's Puerto Rican community, galvanizing generations of residents to organize for civil rights, community control, cultural preservation, and self-determination; and

WHEREAS, The deaths of Rafael Cruz and Julio Osorio remain solemn reminders of the human cost of injustice and urgent need for accountability; and

WHEREAS, Designating an honorary street-name in memory of Rafael Cruz would serve as a permanent public acknowledgement of this history, honor of his life, and educate future generations about the struggles and resilience of the Humboldt Park community; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which permits the erection of honorary street-name designations, the Commissioner of Transportation shall take all necessary action for standardization of North California Avenue, from West Evergreen Avenue to West Hirsch Street as "Rafael Cruz Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

W. Midway Park Ave., Between N. Austin Ave. And N. Menard Ave., To Be Known As "Honorary George Edward Manning II Way".

[O2026-0023076]

WHEREAS, George E. Manning II was born on February 25, 1949 in Chicago, Illinois to the union of George E. Manning, Sr. and Jamesia L. Manning (nee Stewart). George departed this life on January 13, 2025; and

WHEREAS, George founded, presided, and was a member of several Chicagoland neighborhood associations (e.g. the Austin Schock Historical Association as well as the Society of Midway Park). George was passionately involved in the preservation of

architectural and historical landmarks and participated in lectures and/or panel discussions on the subject. He has also been a panelist on the Chicago Department of Cultural Affairs, regarding Preserving Landmarks Preserving Community, held at the Chicago Cultural Center, as one of the four Chicago community leaders; and

WHEREAS, George served as the director of Research Surveillance; the Director of Community Relations; the Director of Consumer Groups and Special Events; as well as the Project Coordinator of Educational and Research & Clinical Services. George strategically divided his time between research and development meetings held at the West Side Veterans facility, civic meetings, constructions meetings, UIC research meetings, fundraisers, and issues affecting mental health consumer and advocacy groups. George also acted as the liaison between the Department of Psychiatry and the UIC School of Public Health; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of West Midway Park Avenue, between North Austin Avenue and North Menard Avenue (5960 -- 5700 West Midway Park Avenue), as "Honorary George Edward Manning II Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

—

S. Monitor Ave., From W. Arthington St. To W. Roosevelt Rd., To Be Known As "Charlotte A. Montilla Street".

[O2026-0023081]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which authorizes the designation of honorary street-name, the Commissioner of Transportation shall take the necessary action for the standardization of South Monitor Avenue, from West Arthington Street to West Roosevelt Road, as "Charlotte A. Montilla Street". The Department of Transportation shall install one sign on the southeast corner of South Monitor Avenue at West Arthington Street and one sign on the northwest corner of South Monitor Avenue at South Fillmore Street.

SECTION 2. This ordinance takes effect upon passage and publication.

N. California Ave., From W. Potomac Ave. To W. Evergreen Ave., To Be Known As "Julio Osorio Way".

[O2026-0023353]

WHEREAS, Julio Osorio, a young Puerto Rican man who was born in New York and relocated to Chicago, Illinois; and

WHEREAS, On June 4, 1977 near the Humboldt Park tennis courts, Julio was kneeling down by the grass talking to his friend Rafael Cruz. Lt. Thomas M. Walton accused Julio of possessing a gun and proceeded to shoot both Julio and Rafael multiple times, killing them both. No gun was ever found, only a black hairbrush that Julio held in his hand; and

WHEREAS, As a result of the tragic deaths of both Julio Osorio and Rafael Cruz, profound civil unrest was triggered, now known as the two-day Division Street Riots; and

WHEREAS, The Division Street Riots marked a critical turning point in the political, cultural, and social consciousness of Chicago's Puerto Rican community, galvanizing generations of residents to organize for civil rights, community control, cultural preservation, and self-determination; and

WHEREAS, The deaths of Julio Osorio and Rafael Cruz remain solemn reminders of the human cost of injustice and urgent need for accountability; and

WHEREAS, Designating an honorary street-name in memory of Julio Osorio would serve as a permanent public acknowledgment of this history, honor of his life, and educate future generations about the struggles and resilience of the Humboldt Park community; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which permits the erection of honorary street-name designations, the Commissioner of Transportation shall take all necessary action for standardization of North California Avenue, from West Potomac Avenue to West Evergreen Avenue, as "Julio Osorio Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

W. 113th Pl., From S. Throop St. To S. Loomis St., To Be Known As "Morgan Park Roots Way".

[O2026-0023347]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which

allows for erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of West 113th Place, from South Throop Street to South Loomis Street, as "Morgan Park Roots Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

W. Ogden Ave., Between S. Lawndale Ave. And S. Ridgeway Ave. (Eastbound Service Drive), To Be Known As "Ms. Elsie Stamps Way".

[O2026-0023205]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows for erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of West Ogden Avenue, between South Lawndale Avenue and South Ridgeway Avenue (Eastbound Service Drive), as "Ms. Elsie Stamps Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

REPEAL OF TAXI CAB STAND NO. 710 AT 1166 N. STATE ST.

[SO2026-0023068]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 18, 2026.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith directing the Commissioner of the Department of Transportation to repeal Taxi Cab Stand Number 710 (SO2026-0023068) which passed on June 9, 1993, pages 33840 and 33842

of the *Journal of the Proceedings of the City Council of the City of Chicago*, which reads: the west side of North State Street, from West Division Street to the first alley south thereof, from 7:00 P.M. to 5:00 A.M. all days of the week -- 3 vehicles by striking the above. This substitute ordinance was referred to the committee on February 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

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

Nays -- None.

Alderperson Mitchell 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 the Department of Transportation is hereby authorize and directed to repeal Taxi Stand Number 710 as follows:

"Repeal ordinance passed June 9th, 1993, pages 33840 and 33842, which reads: the west side of North State Street, from West Division Street to the first alley south thereof, from 7:00 P.M. to 5:00 A.M. all days of the week -- 3 vehicles" by striking the above.

SECTION 2. This ordinance shall be in full force and effective from and after its passage and publication.

AGREED CALENDAR.

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERPERSON DOWELL (3rd Ward):

CONGRATULATIONS EXTENDED TO FRIENDS OF THE HISTORIC SECOND CHURCH ON 20TH ANNIVERSARY.

[R2026-0023826]

WHEREAS, The City Council of the City of Chicago would like to congratulate the Friends of the Historic Second Church on their 20th anniversary, which is being celebrated on Saturday, March 21, 2026 at Second Presbyterian Church (1936 South Michigan Avenue) in Chicago's 3rd Ward; and

WHEREAS, Friends of the Second Church was founded with the mission to support the heritage, legacy, and ongoing impact of Second Presbyterian Church, a National Historic Landmark that has been serving the broader Chicago community since 1874; and

WHEREAS, Designed by James Renwick, Second Presbyterian features nine Tiffany stained-glass windows, is a Chicago Landmark, is listed on the National Register of Historic Places, and is designated a National Landmark; and

WHEREAS, To secure the church's legacy, Friends of the Historic Second Church has raised \$4 Million for its preservation efforts, and has trained 35 docents which have provided tours to 50,000 visitors, as well as offered education programs and acted as preservation consultants for the church; and

WHEREAS, Preservation efforts have included: restoring three of the nine Tiffany windows with the fourth in progress, the Tree of Life mural restoration project, rewiring the church and repairing the Arts and Crafts light fixtures in the sanctuary, conservation of four-and-a-half of the Frederic Clay Bartlett arch murals, painting and plaster work in the original color palette, conservation of the narthex lunette murals, repair of the exterior walnut doors, and repair of numerous smaller windows; and

WHEREAS, The hard work, dedication, and integrity of Friends of the Historic Second Church is greatly appreciated by the parishioners and staff of the Second Presbyterian Church, the South Loop neighborhood, the preservation community, and the City of Chicago as a whole; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly this 18th day of March 2026 A.D., do hereby congratulate the Friends of the Historic Second Church on their 20th anniversary, and thank them for their preservation efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Friends of the Historic Second Church.

Presented By

**ALDERPERSON DOWELL (3rd Ward) And
ALDERPERSON YANCY (5th Ward):**

RECOGNITION OF MIKE DUNN FOR CONTRIBUTIONS TO CHICAGO MUSIC.

[R2026-0023784]

WHEREAS, It is with great pride that the members of this chamber have gathered to recognize Mike Dunn, a legendary artist, producer, and entrepreneur whose career is inextricably woven into the cultural fabric of the South Side of Chicago; and

WHEREAS, Born and raised in the historic Bronzeville neighborhood, Mike Dunn represents the resilience and creativity of the Chicago spirit, having emerged as a pivotal figure during the formative era of House Music; and

WHEREAS, His collaborative partnership with the late Armando Gallop led to the stewardship of Warehouse Records and its influential sub-label Muzique Records, providing a platform for innovation that would eventually influence electronic music on every continent; and

WHEREAS, Mike Dunn's historic career began with the 1987 release of the seminal track "Dance You Mutha" on Westbrook Records, a debut that signaled the arrival of a transformative new voice in electronic music; and

WHEREAS, This early success on Westbrook Records provided the springboard for Mr. Dunn to become an industry leader, eventually serving as the CEO of BlackBall Muzik and a member of the world-renowned Chosen Few DJs collective; and

WHEREAS, His technical mastery has earned him a place as a premier Remixer and Studio Engineer for global powerhouses including Defected, Glitterbox, Nu Groove, Classic Music Company, Big Love, and Club 106.3 FM; and

WHEREAS, Through decades of international touring and hit records, Mike Dunn has served as an unofficial cultural ambassador for the 3rd and 4th Wards and the City of Chicago at large, never forgetting the community that shaped his sound; and

WHEREAS, The hard work, dedication, and artistic integrity of Mike Dunn have earned him the respect of his peers and the admiration of music lovers worldwide; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly this 18th day of March 2026 A.D., do hereby recognize and celebrate the career and contributions of Mike Dunn; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mike Dunn as a token of our esteem and a symbol of our gratitude for his role in making Chicago a world-class center for musical innovation.

Presented By

ALDERPERSON HARRIS (8th Ward):

TRIBUTE TO LATE BOAZ ISAAH FLEMISTER.

[R2026-0023799]

WHEREAS, Almighty God, in His infinite wisdom and judgment, has called Boaz 'Bo' Isaiah Flemister, an outstanding citizen of the City of Chicago, to his everlasting reward and returned to the heavenly realm; and

WHEREAS, This august Chicago City Council body has been informed of his passing by the Honorable Michelle A. Harris, Alderman of the 8th Ward; and

WHEREAS, The one and only warmhearted son, brother, uncle, and friend, was born Boaz Isaiah Flemister on Thursday October 30, 2008 to Angela Hongo and Ruben Flemister in Chicago, Illinois; and

WHEREAS, Boaz attended Joseph Warren Elementary School and graduated in 2023. He continued his education at Art in Motion Creative Arts Charter School where he was a current junior in high school; and

WHEREAS, Boaz was rich in personality, love, and was known for his passion for fashion, and dancing. He was a member of Vessels of Praise, Final Phaze Dance Team, Astronaut Flee Dance Team, Empire Dance Institute, and Demolition Squad. His dancing career allowed him to grace many arenas across the U.S.A., while winning thousands of competitions; and

WHEREAS, Boaz could be found doing three things -- shopping, dancing, or talking on the phone. He cherished his family, and would always crack jokes with his siblings, Nae and Jeremiah. Within his community, Boaz worked with GRYLS in the Hood Foundation and he was a counselor in training with Holiday Home Camp. With a determined mindset, his ultimate career goal was to become a real estate agent; and

WHEREAS, Boaz was preceded in death by his dad, Ruben Thomas Flemister; grandparents, Bernice, Lillian, Gordon Dennis, Sr. and Samuel Flemister; grand-godmother, Clara; special cousins, Tyreese and Aubree; uncle Tony; and aunts Floretta, Annie and Wilma; and

WHEREAS, He leaves behind to mourn, his mother, Angela Hongo; brothers, Brian, Jarius, Jeremiah; sisters, Jordonea and Tenisha; an uncle, Deacon Gordon; and aunt Dr. April Dennis-Mack. More importantly, he leaves behind nephews, Macaire, Ja'Shaun, Dyreon; a niece Brali; Dyanisha; and a host of cousins, friends, and an entire dance community who grew to love him. His love and light will surely be missed by all; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby express our deep sorrow on the passing of Boaz Isaiah Flemister and extend to his family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Boaz 'Bo' Isaiah Flemister.

CONGRATULATIONS EXTENDED TO ANTHONY BISHOP, SR. ON 70TH BIRTHDAY.

[R2026-0023931]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anthony Bishop, Sr. in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Anthony Bishop, Sr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Anthony Bishop, Sr. belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Anthony Bishop, Sr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Anthony Bishop, Sr. for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony Bishop, Sr. in honor of his 70th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO LAVELL D. BOLDEN ON 65TH BIRTHDAY.

[R2026-0023956]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lavell D. Bolden in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Lavell D. Bolden on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lavell D. Bolden belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Lavell D. Bolden on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lavell D. Bolden for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lavell D. Bolden in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CAROLYN CARR ON 75TH BIRTHDAY.
[R2026-0023940]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carolyn Carr in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Carolyn Carr on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carolyn Carr belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here the 18th of March 2026, do hereby congratulate Carolyn Carr on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Carolyn Carr for her continued good health, happiness and success following her 75th birthday; and

Be It Further Resolved, That a suitable copy of her resolution be presented to Carolyn Carr in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CONSTANCE CHAMBERS ON 70TH BIRTHDAY.

[R2026-0023941]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Constance Chambers in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Constance Chambers on her momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Constance Chambers belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Constance Chambers on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Constance Chambers for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of their resolution be presented to Constance Chambers in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TERRY DANIEL ON 85TH BIRTHDAY.

[R2026-0023963]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Terry Daniel in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Terry Daniel on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Terry Daniel belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Terry Daniel on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Terry Daniel for his continued good health, happiness and success following this, his 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Terry Daniel in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DIANE M. DATES ON 75TH BIRTHDAY.

[R2026-0023942]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diane M. Dates in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Diane M. Dates on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Diane M. Dates belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here the 18th of March 2026, do hereby congratulate Diane M. Dates on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Diane M. Dates for her continued good health, happiness and success following her 75th birthday; and

Be It Further Resolved, That a suitable copy of her resolution be presented to Diane M. Dates in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUAWANNA K. DERVIN ON 65TH BIRTHDAY.

[R2026-0023954]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juawanna K. Dervin in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Juawanna K. Dervin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Juawanna K. Dervin belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Juawanna K. Dervin on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Juawanna K. Dervin for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Juawanna K. Dervin in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BRENDA T. DUNCAN ON 80TH BIRTHDAY.
[R2026-0023939]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brenda T. Duncan in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Brenda T. Duncan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Brenda T. Duncan belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Brenda T. Duncan on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Brenda T. Duncan for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Brenda T. Duncan in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIE EDWARDS ON 85TH BIRTHDAY.
[R2026-0023959]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marie Edwards in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Marie Edwards on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marie Edwards belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Marie Edwards on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Marie Edwards for her continued good health, happiness and success following this, her 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marie Edwards in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALMA R. FORD ON 65TH BIRTHDAY.

[R2026-0023933]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alma R. Ford in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Alma R. Ford on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Alma R. Ford belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Alma R. Ford on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Alma R. Ford for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alma R. Ford in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BARBARA FOSTER ON 70TH BIRTHDAY.
[R2026-0023937]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Barbara Foster in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Barbara Foster on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Barbara Foster belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Barbara Foster on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Barbara Foster for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Barbara Foster in honor of her 70th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED EMMETT GARNER III ON 65TH BIRTHDAY.
[R2026-0023943]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Emmett Garner III in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Emmett Garner III on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Emmett Garner III belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026 do hereby congratulate Emmett Garner III on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Emmett Garner III for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Emmett Garner III in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHN L. GRIFFIN ON 80TH BIRTHDAY.
[R2026-0023951]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John L. Griffin in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to John L. Griffin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John L. Griffin belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate John L. Griffin on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to John L. Griffin for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John L. Griffin in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LAWANA F. GRIFFIN ON 65TH BIRTHDAY.
[R2026-0023957]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lawana F. Griffin in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Lawana F. Griffin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lawana F. Griffin belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Lawana F. Griffin on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lawana F. Griffin for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lawana F. Griffin in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ARNEDA L. HAMILTON ON
75TH BIRTHDAY.

[R2026-0023936]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arneda L. Hamilton in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Arneda L. Hamilton on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Arneda L. Hamilton belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here the 18th of March 2026, do hereby congratulate Arneda L. Hamilton on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Arneda L. Hamilton for her continued good health, happiness and success following her 75th birthday; and

Be It Further Resolved, That a suitable copy of her resolution be presented to Arned L. Hamilton in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NATHAN G. HAYMON ON 95TH BIRTHDAY.
[R2026-0023960]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nathan G. Haymon in honor of his 95th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Nathan G. Haymon on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Nathan G. Haymon belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Nathan G. Haymon on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Nathan G. Haymon for his continued good health, happiness and success following this, his 95th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nathan G. Haymon in honor of his 95th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERT L. HIGGINBERTHAN ON 85TH BIRTHDAY.

[R2026-0023962]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert L. Higginberthan in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Robert L. Higginberthan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert L. Higginberthan belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Robert L. Higginberthan on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Robert L. Higginberthan for his continued good health, happiness and success following this, his 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert L. Higginberthan in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JEANETTE D. HOLMES ON
65TH BIRTHDAY.

[R2026-0023950]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jeanette D. Holmes in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Jeanette D. Holmes on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jeanette D. Holmes belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Jeanette D. Holmes on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Jeanette D. Holmes for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jeanette D. Holmes in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FINAS JACKSON, JR. ON 75TH BIRTHDAY.
[R2026-0023946]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Finas Jackson, Jr. in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Finas Jackson, Jr. on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Finas Jackson, Jr. belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here the 18th of March 2026, do hereby congratulate Finas Jackson, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Finas Jackson, Jr. for his continued good health, happiness and success following, his 75th birthday; and

Be It Further Resolved, That a suitable copy of his resolution be presented to Finas Jackson, Jr. in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MAGGIE E. KIZER ON 90TH BIRTHDAY.
[R2026-0023958]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maggie E. Kizer in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Maggie E. Kizer on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maggie E. Kizer belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Maggie E. Kizer on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Maggie E. Kizer for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Maggie E. Kizer in honor of her 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO OLIVER LYNCH ON 65TH BIRTHDAY.
[R2026-0023961]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Oliver Lynch in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Oliver Lynch on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Oliver Lynch belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026 do hereby congratulate Oliver Lynch on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Oliver Lynch for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Oliver Lynch in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOYCE MATHIS ON 75TH BIRTHDAY.

[R2026-0023952]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joyce Mathis in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Joyce Mathis on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joyce Mathis belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here the 18th of March 2026, do hereby congratulate Joyce Mathis on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Joyce Mathis for her continued good health, happiness and success following her 75th birthday; and

Be It Further Resolved, That a suitable copy of her resolution be presented to Joyce Mathis in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANN M. MCFARLAND ON 75TH BIRTHDAY.

[R2026-0023935]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ann M. McFarland in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Ann M. McFarland on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ann M. McFarland belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here the 18th of March 2026, do hereby congratulate Ann M. McFarland on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ann M. McFarland for her continued good health, happiness and success following her 75th birthday; and

Be It Further Resolved, That a suitable copy of her resolution be presented to Ann M. McFarland in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WANDA L. MORRIS ON 70TH BIRTHDAY.
[R2026-0023964]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Wanda L. Morris in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Wanda L. Morris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Wanda L. Morris belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Wanda L. Morris on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Wanda L. Morris for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Wanda L. Morris in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GERALDINE ONEAL ON 90TH BIRTHDAY.
[R2026-0023948]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Geraldine Oneal in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Geraldine Oneal on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Geraldine Oneal belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Geraldine Oneal on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Geraldine Oneal for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Geraldine Oneal in honor of her 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BRONZEVILLE CHILDREN'S MUSEUM ON 28TH ANNIVERSARY.

[R2026-0023800]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest wishes to Bronzeville Children's Museum in honor of their 28th anniversary; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute and recognition to Bronzeville Children's Museum as the first and only African American children's museum in the country; and

WHEREAS, Bronzeville Children's Museum belongs to the premier 8th Ward community, of whom we value and treasure for all they have given and dedicated to illuminating cultural history; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Bronzeville Children's Museum on the occasion of celebrating; and

Be It Further Resolved, That we extend our most heartfelt wishes to Bronzeville Children's Museum for their continued mission, impact, and success following this, 28th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bronzeville Children's Museum in honor of their 28th anniversary as a token of our esteem and good wishes.

Presented By

ALDERPERSON CHICO (10th Ward):

TRIBUTE TO LATE MINISTER SHIRLEY FAYE DAVIS.

[R2026-0023663]

WHEREAS, Minister Shirley Faye Davis of Trinity Resurrection United Church was a faithful servant of God and a devoted spiritual leader whose life was marked by compassion, integrity, and unwavering dedication to her ministry; and

WHEREAS, Minister Davis provided steadfast guidance, prayer, and counsel to her congregation and community, serving as a source of strength, encouragement, and hope to countless families throughout the City of Chicago; and

WHEREAS, Her ministry extended beyond the walls of her church, as she worked tirelessly to uplift the sick, comfort the grieving, mentoring youth, and promote unity and faith within the broader community; and

WHEREAS, Through her leadership, humility, and commitment to service, Minister Davis embodied the highest ideals of faith-based service and community engagement; and

WHEREAS, Though she has departed this earthly life, her legacy of love, faith, and service will forever endure in the hearts of those she touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby honor and celebrate the life and legacy of Minister Shirley Faye Davis and extend our deepest sympathy to her family, friends, and the congregation of Trinity Resurrection United Church; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Minister Shirley Faye Davis as a sign of our respect and in recognition of her outstanding contributions to the spiritual and civic life of the City of Chicago.

CONGRATULATIONS EXTENDED TO CASSANDRA CROSS ON 60TH BIRTHDAY AND DECLARATION OF MARCH 12, 2026 AS "DAY OF CELEBRATION AND GRATITUDE" IN CHICAGO.

[R2026-0023872]

WHEREAS, March 12, 2026, marks the 60th birthday of Ms. Cassandra Cross, a lifelong resident of the City of Chicago whose dedication and service have contributed greatly to the cultural, historical, religious, and social fabric of the City of Chicago, Cook County, the State of Illinois, and the United States; and

WHEREAS, Cassandra Cross was born in 1966 in Chicago, Illinois to her parents, Bertha B. Cross and Billy Ray Cross, both of whom are now deceased; and

WHEREAS, Cassandra Cross will always affectionately be known as the "baby sister" to Billy Hayes (deceased), Michael Willis, and Michael Hayes, all of whom are her older brothers; and

WHEREAS, At an early age, Cassandra Cross developed a deep affinity for her Lord and Savior Jesus Christ and was an active member of New Joy Divine Full Gospel Church under the leadership of the late Apostle Aaron L. Royster, Sr.; and

WHEREAS, Cassandra Cross is a proud product of the Chicago Public School system, having attended Copernicus Elementary School, now known as Anna R. Langford Community Academy; Frank I. Bennett Elementary School; and Chicago Vocational High School, where she was an active member of the pep squad and sewing club; and

WHEREAS, Cassandra Cross continued her education at Cortez W. Peters Business College of Chicago and went on to build a fruitful 25-year career in corporate America, working for prominent institutions including CNA Financial Corporation and Quaker Oats Company; and

WHEREAS, Cassandra Cross has always been passionate about event planning, community service, and project management, leading her to transition from the private sector to serve the community through nonprofit organizations including SGA Youth & Family Services and Ladies of Virtue (LOV), where she currently serves as a Senior Program Administrator; and

WHEREAS, Cassandra Cross enjoys spending her free time exploring new restaurants and volunteering with nonprofit organizations including BBF Family Services, Chicago Defender Charities, and the Washington Park Chamber of Commerce; and

WHEREAS, Cassandra Cross maintains deep connections to several Chicago neighborhoods including Englewood, Rosemoor, Roseland, and South Deering, and is also a former licensed nail technician; and

WHEREAS, Cassandra Cross is the proud mother of one son, Jaylin D. McClinton, who served as a White House intern during the final cohort of the Obama-Biden Administration, has worked for various elected officials including Juliana Stratton, Kamala Harris, and Brandon Johnson, and earned his law degree from Chicago-Kent College of Law; and

WHEREAS, Cassandra Cross is also a cherished aunt, niece, friend, and role model to many whose lives she has touched through her compassion and leadership; and

WHEREAS, Cassandra Cross' story is still being written, yet she has already built a remarkable legacy over six decades of dedication to compassion, service, and the promotion of core human values; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby recognize March 12, 2026 as a "Day of Celebration and Gratitude" for Cassandra Cross; and

Be It Further Resolved, That we congratulate Cassandra Cross on her 60th birthday and commend her for her many contributions to the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Cassandra Cross as a sign of the esteem and respect of this august body.

**CONGRATULATIONS EXTENDED TO PASTOR CORWIN LASENBY ON
13TH ANNIVERSARY AT PILGRIM BAPTIST CHURCH.**

[R2026-0023661]

WHEREAS, Pastor Corwin Lasenby of Pilgrim Baptist Church has faithfully served his congregation and community with dedication, integrity, and steadfast spiritual leadership since March 2013; and

WHEREAS, Throughout these 13 years of pastoral service, Pastor Lasenby has provided unwavering guidance, prayer, and encouragement, strengthening families and uplifting individuals through his preaching, teaching, and community outreach; and

WHEREAS, Under his leadership, Pilgrim Baptist Church has continued to flourish as a place of worship, fellowship, and service, inspiring spiritual growth and fostering unity throughout the City of Chicago; and

WHEREAS, Pastor Lasenby's ministry reflects the words of Scripture, "The Lord bless thee, and keep thee: The Lord make his face shine upon thee and be gracious unto thee: The Lord lift up his countenance upon thee and give thee peace." -- Numbers 6:24 -- 26; and

WHEREAS, The celebration of Pastor Corwin Lasenby's 13th pastoral anniversary marks a significant milestone honoring years of faithful service, perseverance, and devotion to God and community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby congratulate and honor Pastor Corwin Lasenby on his 13th Pastoral anniversary since March 2013, and commend him for his outstanding spiritual leadership and service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pastor Corwin Lasenby as a token of our appreciation and recognition of his continued dedication to faith and community.

RECOGNITION OF MARTIN "BOOGIEMAN" LUNA ON ARTISTIC ACHIEVEMENTS, CULTURAL IMPACT, AND DEDICATION TO 10TH WARD.

[R2026-0023662]

WHEREAS, Martin "Boogieman" Luna, CEO/President of Mix Masters, is a proud and dedicated member of the Southeast Side community, with deep roots in the 10th Ward, including South Chicago, Bush, South Deering, and the East Side; and

WHEREAS, Martin "Boogieman" Luna is a legendary and accredited professional DJ, Gold and Platinum Award-winning dance artist, producer, writer, and remixer, recognized as one of Chicago's original House Music artists, helping shape and export a genre born in our neighborhoods into a global cultural movement spanning more than four decades; and

WHEREAS, His professional accomplishments include:

- Featuring his house music record Mix Masters "In The Mix" in Madonna's documentary film Truth or Dare;
- Professional film credits documented on IMDb;
- Published music affiliations through ASCAP, BMI, Mix Mania, and High Fashion Music BV;
- Collaborations and sampling with internationally recognized artists including Madonna, Steve Aoki, Alok, and Bob Sinclair;
- Broadcast placements across major national television and sports networks including ESPN, ABC, FOX Sports, NCAA programming, NHL coverage, and MLB Network;

- Contributions to Chicago radio including WGCI-FM/AM, WILV-FM, WBMX-FM, WKQX-FM, and WCRX-FM;
- Selection to mix live the Opening Soundtrack for the 2025 Chicago/Midwest Emmy® Awards Red Carpet Ceremony, presented by the National Academy of Television Arts and Sciences; and

WHEREAS, Beyond his worldwide achievements, Martin “Boogieman” Luna remains deeply committed to the Southeast Side of Chicago, returning to the 10th Ward to perform local events, mentor aspiring DJs, inspire young creatives, and remain accessible to the community that shaped him; and

WHEREAS, Martin “Boogieman” Luna continues ongoing live performances and digital broadcasts across multiple platforms, consistently promoting Chicago’s House Music heritage to audiences worldwide, including via his professional platforms: www.djboogieman.com and www.mixmastersonline.com; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby honor and recognize Martin “Boogieman” Luna for his artistic achievements, cultural impact, and continued dedication to the residents of Chicago’s 10th Ward; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Martin “Boogieman” Luna as a symbol of our respect, admiration, and appreciation for his contributions to Chicago’s musical and cultural legacy.

Presented By

ALDERPERSON LEE (11th Ward):

CONGRATULATIONS EXTENDED TO FILBERT’S OLD TIME ROOT BEER ON 100TH ANNIVERSARY.

[R2026-0023691]

WHEREAS, It all began in the early 1900’s with George Filbert delivering milk, ice, and coal by horse-drawn carriage -- the humble beginnings of Filbert’s Old Time Root Beer, now proudly celebrating 100 years;

WHEREAS, Filbert’s Old Time Root Beer dates to 1926, when Prohibition created demand for non-alcoholic “soft” drinks in place of beer. George’s son Charlie developed a root beer recipe and began brewing it in half-barrel kegs, supplying taverns across Chicago and several nearby states as a draft root beer; and

WHEREAS, For decades, Filbert's operated primarily in Bridgeport and nearby South Side neighborhoods, where its root beer was common on tap in local taverns and restaurants. The product was originally keg and draft focused, then expanded into bottled sodas as packaging technology and distribution evolved; and

WHEREAS, Charlie Filbert ran the business through the mid-1970's, after which it passed to his son, Ron Filbert; the fourth generation owner started working in the plant as a child, later taking over the company from his father in the 1980's, and

WHEREAS, Filbert's was long associated with various addresses along Archer Avenue in Bridgeport, notably 3033 South Archer Avenue, until a fire in 1984 forced a series of moves to other Archer locations; and

WHEREAS, In 1993, the company settled into its current facility at 3430 South Ashland Avenue in the McKinley Park area. Today, Filbert's remains family-owned with Ron Filbert running daily operations and overseeing mixing, bottling, and barreling in the same plant, and

WHEREAS, The company produces its signature Old Time Root Beer along with several dozen other soda flavors, and some sparkling waters distributing to Chicago-area groceries, restaurants, and breweries, and selling directly from the Ashland Avenue plant; and

WHEREAS, Filbert's markets itself as "Old Time Draft Root Beer" since 1926 and is celebrating its centennial era, having reached 100 years from the first root beer deliveries in 1926; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby express our gratitude and congratulations to Filbert's Old Time Root Beer for their 100th year celebration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ron Filbert, owner of Filbert's Old Time Beer on their centennial anniversary celebration.

Presented By

ALDERPERSON QUINN (13th Ward):

TRIBUTE TO LATE ANNA MARIA DIAZ.

[R2026-0023918]

WHEREAS, God, in His infinite wisdom, has called Anna Maria Diaz to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, Anna Maria Diaz (nee Ahumada), age 80, passed away on March 2, 2026; and

WHEREAS, Anna Maria was the beloved wife of the late Inocencio Diaz. Loving mom of Rocco, Richard (Martha) and Rudy (Sarah). Dear grandmother of Mia, Madelyn, Aaron, Tyler, Evan and Shepherd. Cherished daughter of the late Rafaela (nee Terraza) and the late Pilar Ahumada. Dear sister of the late Elias Ahumada, Isabel M. Llanos, Saul Ahumada and Carmen De La Hoya and the late Manuel Ahumada. Also, she is fondly survived by her nieces, nephews, relatives and friends; and

WHEREAS, Anna Maria Diaz leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th day of March 2026, hereby express our sorrow on the death of Anna Maria Diaz and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy be presented to the family of Anna Maria Diaz.

TRIBUTE TO LATE ROBERT KOBEL.

[R2026-0023920]

WHEREAS, God, in His infinite wisdom, has called Robert Kobel to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, Robert "Bob" Kobel was born into eternal life on March 1, 2026. He was the devoted husband of Patricia (nee Daly). Proud father of Amy (Bob Schultz), Matthew (Kathleen), Megan (Frank Tapia), and Michael Kobel. Adoring grandfather of Aria, Henry and Benjamin Kobel and Avery Tapia. Son of the late Joseph and Lorraine Kobel. Brother of the late Gregory (Patricia), Richard (Charlene), Barbara (Robert Strehmann), Kathleen Ellis -- Bob's twin, Joseph (Debra), and Russel (Lisa) Kobel. Son-in-law of the late Jack and Jeanne Daly. Brother-in-law to Pamela (Peter Neary), late Denis, late Kevin (Mary Jo), late Paul (late Colleen), and Jack (late Patricia) Daly. Beloved uncle to many Kobel and Daly nieces and nephews; and

WHEREAS, Bob was a graduate of St. Bede Grammar School and Bogan High School. He worked the night shift for most of his 25 years with the phone company -- Illinois Bell/Ameritech/AT&T. He was a phenomenal athlete for many years. Bob could be found batting clean-up in 16" softball or playing power forward in basketball leagues all over the southside of Chicago; and

WHEREAS, He loved what he loved: candy of all types, watching sports on TV, a clean house, a game of cards with his siblings, one-on-one time with his grandkids, and playing music off his phone. He leaves behind over 57 playlists on Spotify, and

WHEREAS, Bob will be remembered for his kindness and humor. His easy way made others around him feel comfortable and welcomed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th day of March 2026, hereby express our sorrow on the death of Robert Kobel and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy be presented to the family of Robert Kobel.

Presented By

ALDERPERSON LOPEZ (15th Ward)
And OTHERS:

RECOGNITION OF CELEBRATION OF LIGHTING OF THE TORCH OF FORGIVENESS AND PEACE AT ST. RITA OF CASCIA PARISH IN CHICAGO AND BASILICA OF ST. RITA OF CASCIA IN CASCIA, ITALY.

[R2026-0023886]

A resolution presented by Alderpersons Lopez, Hopkins, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, O'Shea, Rodríguez, Tabares, Sposato, and Napolitano, which reads as follows:

WHEREAS, In 2026, the celebration of the Lighting of the Torch of Forgiveness and Peace will take place at St. Rita of Cascia Parish in Chicago and the Basilica of St. Rita of Cascia in Cascia, Italy; and

WHEREAS, This significant religious ceremony honors St. Rita of Cascia, often held in March as a spiritual preparation for her major feast day in May; and

WHEREAS, The ritual symbolizes St. Rita's life mission as a "Peacemaker" who famously ended a violent family vendetta through forgiveness and prayer; and

WHEREAS, The light represents the triumph of grace over bitterness and peace over revenge. It specifically commemorates how St. Rita reconciled her own family with her husband's murderers, which was the "miraculous deed" that finally allowed her entry into the Augustinian convent; and

WHEREAS, Participants are invited to meditate on St. Rita's virtues -- patience, humility, and forgiveness -- seeking her intercession to heal their own broken relationships or "impossible" situations; and

WHEREAS, While local parishes dedicated to St. Rita hold these events, significant celebrations often occur at churches like St. Rita of Cascia Church in Chicago Lawn; and

WHEREAS, For 2026, the ceremony is celebrated on Saturday, March 14, 2026, at St. Rita of Cascia Parish, celebrated by Bishop Daniel Turley, OSA, Rev. Giustino Casciano, OSA, Reverend Homero Sanchez, OSA, and Rev. Samuel Joutas, OSA; and

WHEREAS, The ceremony draws on three major pillars of St. Rita's life, including ending the vendetta by which St. Rita publicly forgave her husband's killers and successfully urged both feuding families to sign a formal peace agreement, symbolized by the "peace embrace"; and

WHEREAS, The saving of her sons, for whom St. Rita famously prayed that God would take them rather than allow them to commit the mortal sin of avenging their father's death, which resulted in their deaths from illness shortly after, resulting in their being free from the sin of murder; and

WHEREAS, The miracle of light, in which tradition states that at the moment of her death, St. Rita's room was filled with a supernatural light and the sweet scent of roses, signaling her entry into eternal peace; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026 A.D., do hereby extend our appreciation and congratulations to the town of Cascia, Italy, the Basilica of St. Rita of Cascia, St. Rita of Cascia Parish Chicago, the Friars of the Order of St. Augustine, and the faithful delegation of parishioners for this momentous occasion; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in this historic chamber, the significance of, St. Rita of Cascia, a saintly woman who, against all odds, stood firm in her commitment to forgiveness and peace; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to the Honorable Mario de Carolis, Mayor of Cascia, Reverend Giustino Casciano, OSA, Rector of the Basilica of St. Rita of Cascia, Italy, and Reverend Homero Sanchez, OSA, Pastor of St. Rita of Cascia Parish Chicago, as a token of our esteem and congratulations.

Presented By

ALDERPERSON COLEMAN (16th Ward):

CONGRATULATIONS EXTENDED TO ANDREW BOYD ON 65TH BIRTHDAY.

[R2026-0023747]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Andrew Boyd on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Andrew Boyd to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Andrew Boyd has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of March 2026, do hereby celebrate Andrew Boyd's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Andrew Boyd as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO WINFRED CAUSBY ON 65TH BIRTHDAY.

[R2026-0023748]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Winfred Causby on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Winfred Causby to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Winfred Causby has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of March 2026, do hereby celebrate Winfred Causby's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Winfred Causby as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DENISE DURHAM ON 70TH BIRTHDAY.
[R2026-0023754]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Denise Durham on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Denise Durham to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Denise Durham has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of March 2026, do hereby celebrate Denise Durham's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Denise Durham as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CAROLYN EPHRAIM ON 70TH BIRTHDAY.
[R2026-0023755]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Carolyn Ephraim on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Carolyn Ephraim to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Carolyn Ephraim has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of March 2026, do hereby celebrate Carolyn Ephraim's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carolyn Ephraim as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROSA PEDROZA ON 70TH BIRTHDAY.

[R2026-0023878]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rosa Pedroza on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Rosa Pedroza to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Rosa Pedroza has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of March 2026, do hereby celebrate Rosa Pedroza's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rosa Pedroza as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CARLOS RIVERA ON 65TH BIRTHDAY.

[R2026-0023746]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Carlos Rivera on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Carlos Rivera to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Carlos Rivera has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of March 2026, do hereby celebrate Carlos Rivera's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carlos Rivera as a token of appreciation and blessed wishes.

Presented By

ALDERPERSON MOORE (17th Ward):

RECOGNITION OF HARLEM GLOBETROTTERS' ORIGINATORS, "THE SAVOY BIG FIVE".

[R2026-0023568]

WHEREAS, Be it known that "The Savoy Big Five" helped create Chicago's vibrant African American basketball scene in 1926, during an era of racial segregation in the United States. The original team: Walter "Toots" Wright, Byron "Fat" Long, William "Kid" Oliver, Al "Runt" Pullins, and Inman "Big Jack" Jackson all hailed from Wendell Phillips High School, located in the Bronzeville neighborhood; and

WHEREAS, "The Savoy Big Five" played their early basketball games on the South Side of Chicago at the Giles American Legion Post Number 87 and playing at the Savoy Ballroom to increase attendance at the dances being held there. At that time, the team was known more for its serious, high-level basketball than for its eventual comedic routines. "The Savoy Big Five" would later go on to become the Harlem Globetrotters, laying the foundation for one of the most influential sports franchises in history by helping to break racial barriers, popularize basketball worldwide, and blend athletic excellence with entertainment in a way that reshaped the game; and

WHEREAS, In the 100 years since their evolution, the Harlem Globetrotters have played more than 26,000 exhibition games in 124 countries in front of excited fans, including royalty and heads of state, with musician Brother Bones' endearing whistled version of "Sweet Georgia Brown" starting every game since 1952. The world-famous Harlem Globetrotters were inducted into the Basketball Hall of Fame in 2002, and members of "The Savoy Big Five" joined them in the Basketball Hall of Fame in 2022; and

WHEREAS, The Harlem Globetrotters' history, that grew out of the trailblazing spirit of "The Savoy Big Five", with players who had attended Wendell Phillips High School in Bronzeville, was immortalized on May 7, 2025, with an honorary street sign, Harlem Globetrotters Way, adjacent to the school at the corner of Pershing Road and Giles Avenue. The Harlem Globetrotters continue to travel the globe, displaying their unique blend of basketball skill and world-class showmanship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this 18th day of March 2026, do hereby honor "The Savoy Big Five" and their role in creating the Harlem Globetrotters' legacy here in Chicago; and

Be It Further Resolved, That a suitable copies of this resolution be presented to Dana London as a symbol of the city's gratitude and appreciation.

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward):

TRIBUTE TO LATE MARVIN STANLEY COOK, SR.

[R2026-0023702]

WHEREAS, Marvin Stanley Cook, Sr. was born on July 23, 1947, to Cicero Cook and Lillian Russell Cook, and was the second of five children, growing up in a home rooted in love, family, and strong values that shaped his life and character; and

WHEREAS, As a young man, Marvin earned the affectionate nickname "Beaver", a reflection of his warm spirit and the deep connections he formed with those around him; and

WHEREAS, Marvin attended Morgan Park High School in Chicago, Illinois, and proudly served his country in the United States Army during the Vietnam War, a period of service he held with deep pride as a dedicated veteran; and

WHEREAS, Following his military service, Marvin continued his education at Wilson College, where he earned his associate degree; and

WHEREAS, Marvin married Iris Epps, and their union of 18 years brought two children, Ericka and Marvin, Jr., whom he raised with devotion, pride, and unwavering love; and

WHEREAS, Later in life, Marvin shared a loving partnership with Linda Thurman, who preceded him in death; and

WHEREAS, Marvin was a devoted father whose children were his greatest joy, and he was steadfast in his presence, generous in his care, and tireless in ensuring their happiness, safety, and well-being; and

WHEREAS, Marvin dedicated decades of service to the Metropolitan Water Reclamation District, building a long and meaningful career through hard work, consistency, and commitment, before retiring in 2010; and

WHEREAS, During his retirement, Marvin continued to serve his community offering guidance and mentorship to the youth of his community; and

WHEREAS, Marvin found joy in life's simple pleasures, including family cookouts, crossword puzzles, and reading the daily newspaper, and he valued time with family and friends above all else; and

WHEREAS, Marvin was known for his bright smile, warm presence, and kindness, leaving a lasting impression on all who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, do hereby honor the life of Marvin Cook, and extend our most heartfelt condolences to Marvin's family, friends, and all who knew and loved him; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Marvin Cook as an expression of our deepest sympathies, and as a sign of our honor and respect.

TRIBUTE TO LATE MIGUEL PEREZ, JR.

[R2026-0023704]

WHEREAS, Miguel Perez, Jr. was born on April 17, 1978, in Guadalajara, Mexico, and came to the United States with his family at the age of eight, where he was raised and built his life; and

WHEREAS, Mr. Perez honorably served as a combat veteran in the United States Army, completing two tours in Afghanistan in direct support of United States Special Forces; and

WHEREAS, During his military service, Mr. Perez provided indispensable logistical and operational support under combat conditions and was exposed to significant trauma that later resulted in a diagnosis of post-traumatic stress disorder (PTSD); and

WHEREAS, Upon returning home from service, Mr. Perez sought care and assistance from the United States Department of Veterans Affairs but encountered systemic barriers, including denial of services, which impeded his access to timely and adequate treatment; and

WHEREAS, As a result of untreated physical and mental injuries related to his military service, Mr. Perez struggled with substance use disorder, which ultimately led to his incarceration for a nonviolent offense; and

WHEREAS, Despite having completed his sentence, Mr. Perez was subsequently detained by the United States Immigration and Customs Enforcement and deported to Mexico in March 2018; and

WHEREAS, Mr. Perez's deportation compounded the physical and psychological injuries sustained during his military service by imposing further trauma, isolation, and instability, leaving him without consistent access to medical care, veteran support services, or community protection; and

WHEREAS, The treatment, detention, and deportation of Mr. Perez highlight the profound inequities faced by immigrant veterans who served this nation honorably yet were denied the care, support, and dignity they earned; and

WHEREAS, Throughout his life, Mr. Perez courageously used his voice to speak out about the barriers and failures faced by many veterans upon returning from service, particularly those suffering from PTSD and related injuries; and

WHEREAS, After decades of service, advocacy, and perseverance, Miguel Perez, Jr. passed away unexpectedly on October 6, 2025, while visiting family in Mexico; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby honor the life, military service, and enduring legacy of Miguel Perez, Jr., and extend heartfelt condolences to his family, loved ones, and all who were touched by his life; and

Be It Further Resolved, That the City Council recognizes Mr. Perez's story as a solemn call to action to address systemic failures in veteran mental health care, reintegration services, and the treatment of formerly incarcerated and immigrant veterans; and

Be It Finally Resolved, That a suitable copy of this resolution be presented to the family of Miguel Perez, Jr. as a token of the City of Chicago's respect and remembrance.

TRIBUTE TO LATE LARRY VILLARREAL.

[R2026-0023701]

WHEREAS, Larry Villarreal was born on May 17, 1934, in Chicago, Illinois, and was a lifelong Chicagoan who attended and graduated from Crane High School; and

WHEREAS, In the 1950s, Larry Villarreal proudly served his country as a member of the United States Army; and

WHEREAS, Following his military service, Larry Villarreal pursued higher education and earned both a bachelor's degree and a master's degree in American History from Roosevelt University; and

WHEREAS, Larry Villarreal was a prominent and respected figure in Chicago's Latino community, particularly in the Little Village neighborhood, where he was widely known for his work in banking and real estate; and

WHEREAS, Through his professional and personal efforts, Larry Villarreal helped many individuals, particularly Mexican immigrants, achieve homeownership, providing opportunity, stability, and dignity to countless families; and

WHEREAS, Larry Villarreal was known as a tireless helper, always willing to assist with projects both large and small, and remembered for his generosity, reliability, and commitment to others; and

WHEREAS, Larry Villarreal is survived by his daughter, Michelle; his son-in-law, Vlad; his granddaughter, Claire; and his beloved grand-dog Clovey; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby honors the life, service, and lasting contributions of Larry Villarreal, and extends its deepest condolences to his family, friends, and all those whose lives he touched; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Larry Villarreal as an expression of the esteem and respect of this legislative body.

CONGRATULATIONS EXTENDED TO ARISE CHICAGO ON 35TH ANNIVERSARY.
[R2026-0023697]

WHEREAS, The Chicago City Council congratulates Arise Chicago on its 35th anniversary, celebrating three and a half decades of advancing worker rights, dignity, and economic justice since its founding in 1991; and

WHEREAS, Arise Chicago was founded by a diverse group of faith leaders committed to addressing systemic poverty and economic injustice in the Chicagoland area, grounded in the belief that all workers deserve dignity and respect in their workplaces; and

WHEREAS, As the number of Chicago workers facing harsh and exploitative working conditions increased, Arise Chicago expanded its mission and programming to support workers confronting wage theft, discrimination, harassment, and unsafe labor environments; and

WHEREAS, In 2001, Arise Chicago produced the first Workers' Rights Manual in easy-to-read language in Spanish, Polish, and English, outlining Illinois-specific labor protections, which became a model replicated across the country and continues to be provided as a free public resource; and

WHEREAS, Shortly after producing their Workers' Rights Manual, Arise Chicago opened a Worker Center that became a vital space for worker education, advocacy, and organizing; and

WHEREAS, Arise Chicago has partnered with thousands of workers to recover more than \$10,000,000 in stolen wages and compensation and has supported workers in raising their wages by more than \$6,000,000; and

WHEREAS, Over the last three and half decades, Arise Chicago has emerged as a pioneering organization and a leader in the faith-labor movement, partnering with religious institutions, labor unions, community organizations, and academic institutions to advocate for systemic policy reforms; now, therefore,

Be It Resolved, That the Chicago City Council honors and celebrates Arise Chicago on the historic occasion of its 35th anniversary, and commends the organization for its decades of service and leadership on behalf of Chicago's workers; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Laura Garza, Executive Director of Arise Chicago, as an expression of the City Council's appreciation for its enduring commitment to justice and dignity for all workers.

Presented By

ALDERPERSON SIGCHO-LOPEZ (25th Ward):

RECOGNITION OF JUAN COVARRUBIAS ON 20 YEARS OF SERVICE WITH CHICAGO FIRE DEPARTMENT.

[R2026-0023966]

WHEREAS, The 25th Ward is proud to have Firefighter Juan Covarrubias, a great leader and dedicated Chicago Fire Department veteran, reside in our community; and

WHEREAS, Husband to Esmeralda Covarrubias and loving father to Noel (18) and Evan (17), who are both students at St. Ignatius College Prep are his pride and joy; and

WHEREAS, Firefighter Covarrubias is a first-generation, Mexican American and proud son of immigrants from Zacatecas, Mexico. He believes deeply in this city, and what it represents: immigrants, faith, culture, and resilience; and

WHEREAS, During his extensive career with the Chicago Fire Department, he has served various communities on south and west side of the city taking part in several major historic responses demonstrating consistent bravery and courage under pressure; and

WHEREAS, He has also been recognized as an honorable and award-winning fire instructor, developing and implementing training and safety programs at the academy to strengthen operational readiness; and

WHEREAS, Firefighter Covarrubias is a two-time cancer survivor. In 2019, following treatment and hospitalization, he was offered early retirement which he denied in order to come back to the field at the start of the COVID-19 pandemic helping in the field during a time of need; and

WHEREAS, During remission, he did not slow down, instead returning to the University of Chicago to pursue his master's degree while balancing his recovery, family and full-time duty, his relentless determination to grow led him to earn his degree; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this 18th day of March 2026, honor the dedication and selfless service of Chicago Firefighter Juan Covarrubias who has committed over 20 years of service going above and beyond to protect the lives and property of its residents; and

Be It Further Resolved, That a suitable copy of this resolution be gifted to Juan Covarrubias and the city extends its best wishes in his journey, wishing him continued health, happiness, and success in all future endeavors.

Presented By

ALDERPERSON TALIAFERRO (29th Ward):

TRIBUTE TO LATE VALENCIA LATREASE COMMINGS.

[R2026-0023811]

WHEREAS, The City of Chicago mourns the loss of a beloved community member, Valencia Latrease Commings, who passed away on Monday February 23, 2026; and

WHEREAS, The Chicago City Council has been informed of Valencia's passing by the Honorable Alderman Chris Taliaferro of the 29th Ward; and

WHEREAS, Valencia was born in Chicago, Illinois on March 14, 1989, to Vernon Commings and Gladys Roman; and

WHEREAS, Valencia married the love of her life, Marseil Jackson, Sr., and together they were blessed with two children, Marseil Jackson II and Maddix Jackson; and

WHEREAS, Valencia was a member of Corinthian Temple Church of God in Christ under the leadership of Bishop David Todd Whittle; and

WHEREAS, Valencia loved to serve, help and educate others both spiritually and economically; to that end her time was well spent in her career choice at Learn Charter School; and

WHEREAS, Valencia was a classically trained ballerina and the founder of Annie's Little Angels Dance Company, where she trained and inspired young dancers in discipline, creativity, and the art of dance. Valencia was deeply devoted to her children and family. She had a passion for dance and used her gifts to inspire others. She will be remembered for her love, strength, creativity, and the impact she had on the lives of many; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered her this 18th day of March 2026, do hereby extend our most heartfelt condolences to the family and friends of Valencia Latrease Commings; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Valencia Latrease Commings as token of our honor and respect.

CONGRATULATIONS EXTENDED TO BISHOP JENNIE L. PETTIES ON 90TH BIRTHDAY.

[R2026-0023813]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bishop Jennie L. Petties in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 29th Ward, Alderman Chris Taliaferro would like to extend his personal tribute to Bishop Jennie L. Petties on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bishop Jennie L. Petties belongs to our 29th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago will gather the 18th day of March 2026, and do hereby congratulate Bishop Jennie L. Petties on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Bishop Jennie L. Petties for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Bishop Jennie L. Petties as a token of our esteem and good wishes.

Presented By

ALDERPERSON MITTS (37th Ward):

TRIBUTE TO LATE ULANDOUS CLANTON.

[R2026-0023464]

WHEREAS, With profound sorrow and a heavy heart, the city acknowledges the loss of Ulandous Clanton, lovingly known as Charisse, who passed away on January 26, 2026; and

WHEREAS, The City of Chicago has been notified of Ulandous' passing by the Honorable Alderman Emma Mitts of the 37th Ward; and

WHEREAS, Charisse was born on October 3, 1965, in Chicago, to Emogene Wright and Willie J. Clanton, who raised her with love, strength, and unwavering support; and

WHEREAS, From a young age, Charisse displayed a vibrant spirit, a kind heart, and a natural ability to bring joy to those around her, touching lives with her infectious laughter and her gift for turning everyday moments into cherished memories; and

WHEREAS, Charisse attended Malcolm X College, where she excelled academically and formed lifelong friendships, demonstrating ambition, determination, and a commitment to personal growth; and

WHEREAS, Charisse pursued a career as a certified nursing assistant, where her dedication, compassion, and professionalism left a lasting impact on colleagues and patients alike, and where she worked tirelessly to make a positive difference in the lives of others; and

WHEREAS, A woman of deep faith, Charisse found joy in gospel music, attending church services, and offering heartfelt prayers for those around her, serving as a source of spiritual strength and encouragement to family and friends; and

WHEREAS, Above all, Charisse was devoted to her family, cherishing her roles as a loving daughter, sister, mother, grandmother, aunt, and friend, and providing strength, laughter, and unwavering support to those she loved; and

WHEREAS, She leaves to cherish her memory her brother, Eugene; her children, Sheila, John, David, Shrain, and Jamell; her beloved grandchildren, Kimmeaca ("Kimmy"), Chloe, David ("DJ"), Jedidiah, and Keon; and a host of loving aunts, uncles, cousins, nieces, nephews, and dear friends; and

WHEREAS, She was preceded in death by her parents, Emogene Palmer and Willie J. Clanton; her brother, Dewayne Clanton; her aunts, Alice Wright, Eva Wright, Lillie Sue Wright, Enner Wright, and Cecilia Armstrong; her nephew, Artemis Jackson; and her cousins, KyKhaura Wright and Katie Lobdell, whom we take comfort in knowing welcomed her with open arms; and

WHEREAS, Though the pain of her loss is profound, her spirit will live on in every shared story, every echo of laughter, and every act of love inspired by her example; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor the life and memory of Ulandous Clanton, known to all who loved her as Charisse, and extend our deepest condolences to her family, friends, and all who were blessed to know her; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ulandous Clanton as a token of our sympathy, respect, and recognition of a life that brought faith, compassion, and enduring love to the City of Chicago.

TRIBUTE TO LATE FREDERICK GUY.

[R2026-0023461]

WHEREAS, With profound sorrow and a heavy heart, the City acknowledges the loss of Frederick Guy, who passed away on January 26, 2026; and

WHEREAS, The City of Chicago has been notified of Frederick's passing by the Honorable Alderman Emma Mitts of the 37th Ward; and

WHEREAS, Frederick was born on December 6, 1958, in Shelbyville, Tennessee, to the late Walter and Ruthie Guy, and was preceded in death by his beloved siblings, DiDinato and Angela; and

WHEREAS, Affectionately known as "Byrd" to his family and friends, Frederick was a loving, dependable, and humble man who lived a simple and meaningful life, was always present when needed, and always ready to offer support, wisdom, and encouragement; and

WHEREAS, Frederick faithfully served the City of Chicago for 25 years as a dedicated and hardworking employee, contributing to the effective operation of municipal services and demonstrating a steadfast commitment to public service; and

WHEREAS, Even after his retirement, Frederick continued to serve others through volunteer work in the community, generously giving his time and energy to assist children and neighbors in need; and

WHEREAS, Frederick shared 32 glorious years of marriage with his devoted wife, Rosetta, building a life rooted in love, commitment, and companionship; and

WHEREAS, He leaves to cherish his memory, his beloved wife, Rosetta; his stepson, Jeff; his siblings, Tony, Danny, and Anita; his aunts, Lillie, Betty, Viola, and Gloria Stean; 26 nieces and nephews; his three cherished goddaughters, Tricia Wilson, LaTanya Mitts, and Kennedy Rose; and a host of extended family members and dear friends; and

WHEREAS, Frederick found joy in good music that filled his heart and home, and he enriched the lives of those around him with his warmth, kindness, and storytelling prowess; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor the life and memory of Frederick Guy and extend our deepest condolences to his family, friends, and all who were touched by his life; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frederick Guy as a token of our sympathy, respect, and enduring appreciation for his years of dedicated service to the City of Chicago and his lasting impact on the community he so faithfully served.

TRIBUTE TO LATE ROBERT EARL PITTS.

[R2026-0023466]

WHEREAS, With profound sorrow and heavy hearts, the city acknowledges the loss of Robert Earl Pitts, who passed away on February 3, 2026; and

WHEREAS, The City of Chicago has been notified of Robert's passing by the Honorable Alderman Emma Mitts of the 37th Ward; and

WHEREAS, Robert Earl Pitts, affectionately known as "Buck", was born on June 2, 1950, in Sunflower, Mississippi, to Annie Mae and David Pitts, and was raised with the values of hard work, perseverance, and faith that would guide him throughout his life; and

WHEREAS, Robert attended Amanda Elzy High School, where he distinguished himself as an exceptional and versatile athlete, competing in track and field, serving as pitcher and second baseman on the baseball team, playing point guard on the basketball team, and excelling as both running back and quarterback on the football team; and

WHEREAS, It was during his high school years that he met Martha Johnson, who would become his beloved wife and faithful partner in life's journey; and

WHEREAS, After graduating from high school, Robert continued his education and athletic pursuits at Mississippi Valley State University, further demonstrating his commitment to excellence and personal growth; and

WHEREAS, In his early adult years, Robert relocated to Chicago where he built his life, raised his family, and became a proud and dedicated member of his community; and

WHEREAS, Robert devoted decades of service to the City of Chicago and the Chicago Transit Authority, exemplifying integrity, discipline, loyalty, and generosity throughout his distinguished career until his retirement in 2021; and

WHEREAS, Robert was known for his strong sense of humor, his ability to bring laughter to those around him, and his respectful demeanor, always carrying himself with dignity and expecting the same in return; and

WHEREAS, A devoted and lifelong sports fan, Robert enthusiastically supported the Chicago Bears, Chicago Bulls, and Chicago White Sox, taking great pleasure in following his teams and engaging in spirited conversations about sports with friends and neighbors; and

WHEREAS, Robert cared deeply about his community and served as a precinct captain for the 29th Ward, where he passionately encouraged civic engagement and rallied residents to exercise their right to vote; and

WHEREAS, Robert is survived by his devoted wife, Martha Pitts; his loving children, Anthony, Rechale, and Kristi; his seven cherished grandchildren, Keara, Marvin, Brea, Brooke, Tyler, Arriannah, and Trent; his treasured great-grandchild, Kori; and a host of extended family members, dear friends, and neighbors whose lives were enriched by his presence; and

WHEREAS, Robert Earl Pitts will be remembered for the laughter he shared, the perseverance he embodied, the legacy he built from the ground up, and the lasting imprint he left on all who had the privilege of knowing him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor the life and memory of Robert Earl Pitts and extend our deepest condolences to his family, friends, and all who were touched by his life; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Earl Pitts as a token of our sympathy, respect, and enduring appreciation for his years of dedicated service to the City of Chicago and his steadfast commitment to the community he so faithfully served.

Presented By

ALDERPERSON NUGENT (39th Ward):

TRIBUTE TO LATE MICHELLE YVETTE HILL.

[R2026-0023593]

WHEREAS, Michelle Yvette Hill, beloved daughter, sister, aunt, and friend, passed away on December 17, 2025, leaving behind a legacy defined by grace, compassion, faith, and an unbreakable spirit; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Alderman Samantha Nugent of the 39th Ward; and

WHEREAS, Michelle faced the final chapter of her life with remarkable bravery, quiet strength, enduring grace, and steadfast faith, surrounded by the love of those who treasured her most; and

WHEREAS, Michelle was the heart and pulse of her family and a guiding light in the lives of many, whose warmth, generosity, and deep compassion left an indelible mark on all who had the privilege of knowing her; and

WHEREAS, She possessed a rare and beautiful gift for loving fully, listening deeply, giving selflessly, and making others feel valued, respected, and understood; and

WHEREAS, Michelle's laughter, kindness, and presence enriched the lives of her family, friends, and community, and her absence will be profoundly felt by all who knew and loved her; and

WHEREAS, Michelle's memory lives on through her mother, Mary Hill; her sisters, Barbara Hill and Marilyn Keefer; her brother, Patrick Hill; her nephews and nieces, Jason Hill, Brandon Douglas, Adrinna Keefer, Arianna Keefer, and Sahara Malcolm; and a host of aunts, uncles, extended family members, and dear friends; and

WHEREAS, While her passing brings immeasurable sorrow, her family and loved ones remain deeply grateful for the life Michelle lived and the love she poured so freely into the world, a love that transcends loss and continues through cherished memories and shared lessons; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor the life and memory of Michelle Yvette Hill and extend our deepest condolences to her family, friends, and all whose lives were touched by her love and kindness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michelle Yvette Hill as an expression of our deepest sympathy and respect.

TRIBUTE TO LATE KATHLEEN RIORDAN.

[R2026-0023821]

WHEREAS, With profound sorrow and heavy hearts, the City acknowledges the loss of Kathleen "Kathy" Riordan (née Leuschner), who passed away peacefully on February 4, 2026, at the age of 82, surrounded by her loving husband and children; and

WHEREAS, The City of Chicago has been notified of Kathy's passing by the Honorable Alderman Samantha Nugent of the 39th Ward; and

WHEREAS, Kathy was born in 1943 and grew up in Chicago, living her entire life on the same block in the Sauganash Park neighborhood, where she became a beloved member of the community; and

WHEREAS, Kathy attended Queen of All Saints Elementary School and St. Scholastica High School, where she served as president of her class and later attended Marquette University and earned a Master of Education in Guidance and Counseling from Loyola University, where she met William Riordan, who became her devoted husband of 57 years; and

WHEREAS, A dedicated educator and counselor, Kathy devoted her career to helping young people achieve their goals and discover their potential as a teacher at Mundelein College and St. Scholastica High School, and served as a guidance and college counselor at Sacred Heart, Loyola Academy, Lowell Elementary School, Curie High School, and Josephinum Academy; and

WHEREAS, Kathy possessed a lifelong love of the outdoors and physical activity and was an avid walker, cyclist, swimmer, ice skater, and cross-country skier -- while working at Sacred Heart, she founded the SPLASH Camp program, a grant-funded initiative that provided free swim lessons in Lake Michigan to historically underrepresented youth; and

WHEREAS, A creative and community-minded individual, Kathy designed stained glass windows and jewelry, knitted, played guitar, painted, and wrote a longtime column titled "Sauganash Sampler" in *The Reporter*, where she shared stories and reflections about family and neighborhood life; and

WHEREAS, Kathy also spearheaded the design and development of a mosaic mural along Peterson Avenue celebrating the neighborhood, and co-constructing Little Free Library Number 62572 with neighbors on North Kostner Avenue; and

WHEREAS, Kathy embraced the rich cultural life of Chicago, frequently visiting the Art Institute of Chicago, the Lincoln Park Zoo, Daley Plaza, the Chicago Cultural Center, the Goodman Theatre, and Millennium Park, and taking full advantage of the City's vibrant arts and cultural offerings; and

WHEREAS, Her curiosity and love of family took her around the world to Kazakhstan, Uzbekistan, Ukraine, Moldova, Romania, and Mongolia to visit her children while they served abroad as Peace Corps Volunteers, Fulbright Scholars, and diplomats, and she and her husband Bill often welcomed international Fulbright Scholars into their home; and

WHEREAS, Kathy was preceded in death by her parents, Ann and Clifford Leuschner, and is survived by her beloved husband, William "Bill" Riordan; her children, Katie Bachmann (Ed Bachmann), Meg Riordan (Andrew Campbell), John Riordan (Lena Chepak-Riordan), and Annie Tulkin (Josh Tulkin); her grandchildren, Kyle Swenson (Divina Rayos), Sarah Swenson (Zach Nelson), Daniel Chepak-Riordan, Sophia Chepak-Riordan, and Patty Tulkin; her great-grandson, Caden Nelson; and her sister Linda Zienty; and

WHEREAS, Kathy Riordan leaves behind a legacy of service as an educator, writer, artist, and devoted community member whose life enriched the Sauganash neighborhood and the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor the life and memory of Kathleen "Kathy" Riordan and extend our heartfelt condolences to her family, friends, neighbors, and all whose lives she touched; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kathy Riordan as a token of our respect and in recognition of her enduring contributions to her community and to the City of Chicago.

**CONGRATULATIONS EXTENDED TO OFFICER FRATERRIGO ON RETIREMENT
FROM CHICAGO POLICE DEPARTMENT.**

[R2026-0023428]

WHEREAS, On January 16, 2026, Officer Fraterrigo retires from the Chicago Police Department following 29 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, Officer Fraterrigo, Star Number 19310, began his illustrious career with the Chicago Police Department on December 2, 1996, as a member of the 2nd District, and retires as a valued member of the 19th District; his presence will be sorely missed; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Officer Fraterrigo upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he has protected, as exemplified by earning the Distinguished Service Award from the Fraternal Order of Police in July 2007; and

WHEREAS, Officer Fraterrigo devoted 29 years of his life to public service to the people of the City of Chicago, and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The leaders of the City of Chicago want to recognize the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Officer Fraterrigo; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby express our gratitude for 29 years of work in service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Officer Fraterrigo; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Officer Fraterrigo.

**CONGRATULATIONS EXTENDED TO ELIZABETH MC MANUS ON RECEIVING
29TH ANNUAL PEGGY A. MONTES 2026 UNSUNG HEROINE AWARD.**

[R2026-0023750]

WHEREAS, The city honors the Cook County Commission on Women's Issues, together with the Cook County Board President, on their presentation of the 29th Annual Peggy A. Montes 2026 Unsung Heroine Awards on Wednesday, March 4, 2026, at the Chicago Cultural Center; and

WHEREAS, Alderman Samantha Nugent of the 39th Ward proudly nominated Elizabeth McManus for this distinguished honor, which celebrates women whose contributions often go unrecognized but never go unfelt; and

WHEREAS, The Cook County Commission on Women's Issues and 10th District Commissioner Bridget Gainer have selected Elizabeth McManus as one of this year's esteemed awardees; and

WHEREAS, Elizabeth McManus' quiet leadership, compassion, and selfless service have made a meaningful and lasting impact on the Sauganash community; and

WHEREAS, Elizabeth has served as the Sauganash Woman's Club President since 2024 and also serves as chairwoman of the Benefit Committee, where she has fostered multi-generational relationships and advanced the Club's longstanding philanthropic mission; and

WHEREAS, Elizabeth is the dedicated editor of *The Sounds*, a free community newspaper launched in 1977 that informs and connects residents throughout the neighborhood; and

WHEREAS, Following the heartbreaking loss of her son, Brian, who courageously battled leukemia and passed away in 2018, Elizabeth transformed her grief into service by founding the Ice Cream Chase 5K in 2019, honoring Brian's love for ice cream and running; and

WHEREAS, Proceeds from the annual Ice Cream Chase 5K fund the Brian McManus Scholarship, which awards a \$5,000 college scholarship each year to a graduating senior of Northside College Prep, thereby creating a lasting legacy of opportunity and hope; and

WHEREAS, In her professional capacity, Elizabeth serves as director of Gift and Estate Planning for The Salvation Army, further demonstrating her lifelong commitment to philanthropy and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and congratulate Elizabeth McManus on being named a recipient of the 29th Annual Peggy A. Montes 2026 Unsung Heroine Award, and commend her for her extraordinary dedication to community, compassion in the face of adversity, and unwavering service to others; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Elizabeth McManus as a token of our respect, admiration, and gratitude.

*RECOGNITION OF PADEREWSKI SYMPHONY ORCHESTRA FOR
PRESERVATION AND CELEBRATION OF POLISH HERITAGE.*

[R2026-0023429]

WHEREAS, The Paderewski Symphony Orchestra (PaSO), the only professional symphony orchestra outside of Poland dedicated exclusively to the promotion of Polish music and Polish cultural heritage, has been serving the Polish diaspora and the broader Chicago community since 1995; and

WHEREAS, The City Council of the City of Chicago has been informed of Paderewski Symphony Orchestra's accomplishments by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, PaSO has been led for more than 25 years by Arie Zweig, President of the Board; Barbara Bilszta, General Director; and Wojciech Niewrzół, Conductor and Artistic Director, and is named after Ignacy Jan Paderewski, a pianist, composer, diplomat, and the first Prime Minister of the newly independent Poland in 1919; and

WHEREAS, PaSO's mission is the promotion of Polish culture in America, the strengthening of ties between the Polish diaspora and Poland, promoting artistic education for children and youth, and creating a positive image of Poland through the presentation of its music, history, and contemporary artistic achievements; and

WHEREAS, Under the leadership of Barbara Bilszta and Wojciech Niewrzół, PaSO has presented hundreds of high-caliber performances in Chicago and throughout the United States, including concerts at Orchestra Hall at Symphony Center, the Harris Theater, Carnegie Hall, and Rosemont Theatre; and

WHEREAS, Barbara Bilszta, a graduate of the Academy of Music in Wrocław, Poland, has enjoyed an illustrious international performance career across Europe and the United States, collaborating with renowned orchestras and ensembles and recording for prestigious labels including SONY, DECCA, and Ricordi; and

WHEREAS, After immigrating to the United States in 1996, Barbara Bilszta became Artistic Director of the Naperville Chamber Orchestra and collaborated with numerous prominent ensembles, including the New Philharmonic Orchestra, Elgin Symphony Orchestra, Chicago Opera, and the Orbert Davis Jazz Orchestra; and

WHEREAS, From 1997 through 2014, Barbara Bilszta organized and presented more than 200 symphonic concerts and approximately 60 chamber concerts, reaching an audience of over 210,000 people, including landmark performances such as the "Concert of Peace", the Paderewski Gala, Chopin concerts, and the U.S. premiere-scale production of Stanisław Moniuszko's opera *The Haunted Manor*, which drew nearly 8,000 attendees and was recognized by a proclamation of the United States Congress; and

WHEREAS, Barbara Bilszta has been a tireless advocate for music education and youth development, authoring radio programs and numerous articles, organizing workshops and conferences, and introducing over 27,000 students from Polish Saturday Schools to classical music through dedicated educational concerts; and

WHEREAS, In 2000, Barbara Bilszta founded the Academy of Music of the Paderewski Symphony Orchestra, a not-for-profit educational institution based in Chicago, which provides comprehensive music education to students of all ages using a curriculum that combines European and American teaching methods and emphasizes artistic excellence, discipline, creativity, and personal development; and

WHEREAS, The Academy of Music offers both individual and ensemble instruction in a wide range of instruments and musical disciplines, fostering musical growth, teamwork, self-confidence, and lifelong appreciation for the arts, and has become a permanent and respected fixture in Chicago's cultural and educational landscape; and

WHEREAS, Wojciech Niewrzol is a distinguished conductor and violinist holding dual Master of Arts degrees in Theory of Music and Symphony Conducting from the Academy of Music in Wroclaw, Poland, where he studied under the esteemed Professor Marek Pijarowski; and

WHEREAS, Wojciech Niewrzol has conducted and performed with numerous symphonic and chamber orchestras across Poland, Italy, Switzerland, France, and the United States, and has participated in advanced conducting master classes with internationally acclaimed conductors including Marin Alsop; and

WHEREAS, As conductor and artistic director of PaSO since 1996, Wojciech Niewrzol leads performances throughout the Chicago metropolitan area and at internationally renowned venues; and

WHEREAS, Barbara Bilszta and Wojciech Niewrzol have received numerous honors and distinctions from Polish and American institutions in recognition of their artistic excellence and cultural leadership, including the prestigious Silver Medal "Gloria Artis" awarded by the Polish Ministry of Culture and National Heritage; and

WHEREAS, Through their visionary leadership of PaSO, artistic integrity, and unwavering commitment to education and cultural exchange, Barbara Bilszta and Wojciech Niewrzol have made lasting contributions to Chicago's cultural vitality and to the preservation and celebration of Polish heritage; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and honor the Paderewski Symphony Orchestra for its extraordinary contributions to the cultural, artistic, and educational life of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Paderewski Symphony Orchestra as a symbol of the City of Chicago's gratitude and respect for their invaluable service to our community.

CONGRATULATIONS EXTENDED TO SAUGANASH WOMAN'S CLUB ON 100TH ANNIVERSARY.

[R2026-0023430]

WHEREAS, The city honors the Sauganash Woman's Club on the occasion of its 100th anniversary, a milestone marking a century of service, fellowship, and philanthropic leadership in the Sauganash community; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, The Sauganash Woman's Club is a nonprofit philanthropic organization located in the Sauganash neighborhood of Chicago, dedicated to civic engagement, charitable service, and strengthening the social fabric of the community; and

WHEREAS, The Sauganash community holds deep historical significance as the site of the last Native American reservation in this territory, granted by the United States government to Billy Caldwell, known as Chief Sauganash, a half-Indian chieftain of the Potawatomi tribe, whose legacy is preserved through the naming of the community, Caldwell and Sauganash Avenues, the Billy Caldwell Golf Course, and the Caldwell Preserve; and

WHEREAS, As real estate developers later recognized the scenic beauty of the area, 65 acres of land were purchased by Koester and Zander and subdivided into a prestigious residential community, transforming what had been prairie, woods, and truck farms into the thriving neighborhood of Sauganash; and

WHEREAS, It was within this setting that Mrs. Henry Zander, Jr. convened the women of Sauganash in 1926 to explore the formation of a women's club, leading to early planning meetings held at the home of Mrs. Luella Carsten at 5927 North Kostner Avenue; and

WHEREAS, The first official meeting of the Sauganash Woman's Club was attended by 27 women and held at the home of Mrs. C. M. Fries at 5940 North Forest Glen Avenue, where a full slate of officers was elected, and Mrs. Owen O'Malley was chosen as the Club's first president; and

WHEREAS, Over the past 100 years, the Sauganash Woman's Club has remained a vital institution in the neighborhood, adapting to the changing needs of the community while remaining steadfast in its commitment to philanthropy, volunteerism, and community-building; and

WHEREAS, The Sauganash Woman's Club will commemorate its centennial milestone during its upcoming Annual Benefit Gala, celebrating both its rich history and its continued mission of service; and

WHEREAS, The City of Chicago also wishes to recognize the dedicated leadership of the Sauganash Woman's Club's 2025 -- 2026 Executive Board, whose members continue the proud tradition of civic service, including President Elizabeth McManus, Vice President Marge Laurino, Vice President of Communications Denise De Bo, Treasurer Mary Ippolito, and Secretary Velinda Cox; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby honor and congratulate the Sauganash Woman's Club on the occasion of its 100th anniversary, and express our deepest appreciation for a century of outstanding service, leadership, and dedication to the Sauganash community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Sauganash Woman's Club as a symbol of our esteem, gratitude, and best wishes for continued success in the years ahead.

Presented By

**ALDERPERSON NUGENT (39th Ward) And
ALDERPERSON O'SHEA (19th Ward):**

**CONGRATULATIONS EXTENDED TO SHANNON ROVERS IRISH PIPE BAND ON
100TH ANNIVERSARY.**

[R2026-0023900]

WHEREAS, The Shannon Rovers Irish Pipe Band is celebrating 100 years of bringing Irish spirit to the city; and

WHEREAS, The City of Chicago has been notified of this achievement by the Honorable Alderman Samantha Nugent of the 39th Ward; and

WHEREAS, Founded in 1926 by Tommie Ryan, the Shannon Rovers was originally composed of Irishmen, predominantly immigrants who settled in Chicago in the 1920s; and

WHEREAS, From the beginning, the Shannon Rovers served to preserve and share traditional Irish music and be a vital social and cultural institution for the Irish immigrant community; and

WHEREAS, Over the course of a century, the Shannon Rovers have performed at thousands of events locally, nationally, and internationally, bringing the traditions of Irish piping and drumming to audiences across Chicago and around the world; and

WHEREAS, Chicagoans from all walks of life have proudly played for the Shannon Rovers, including plumbers, social workers, bankers, lawyers, electricians, doctors, first responders, and many others, reflecting the broad civic fabric of this great city; and

WHEREAS, The band has achieved a remarkable legacy of distinction, including performances at the 1933 World's Fair, for His Holiness Pope John Paul II, and for several presidents; and

WHEREAS, Since 1956, the Shannon Rovers have led the Chicago St. Patrick's Day Parade, a tradition that has cemented their place as an essential part of the cultural life of Chicago; and

WHEREAS, The band's signature musical selections, including "Garryowen", "O'Donnell Abu", and "The Wearing of the Green" have preserved ancient Irish melodies; and

WHEREAS, In addition to their musical excellence, the Shannon Rovers have demonstrated a commitment to charitable service and philanthropy, performing in support of organizations including Mercy Home for Boys & Girls, and the Misericordia Heart of Mercy Home; and

WHEREAS, Today, the Shannon Rovers are composed of more than 80 members, and over the course of the band's history, hundreds of individuals have proudly carried forward its legacy, often passing membership to the next generation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and congratulate the Shannon Rovers on the occasion of its 100th anniversary, and extend to its members our sincere appreciation for a century of cultural, musical, and charitable contributions to the city; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Shannon Rovers Irish Pipe Band of Chicago as a token of our respect, admiration, and best wishes on this historic milestone.

Presented By

**ALDERPERSON NUGENT (39th Ward) And
ALDERPERSON REILLY (42nd Ward):**

**RECOGNITION OF JOURNEYMEN PLUMBERS LOCAL UNION 130 UA AND
ST. PATRICK'S DAY PARADE COURT FOR CONTRIBUTIONS TO ST. PATRICK'S
DAY FESTIVITIES.**

[R2026-0023426]

WHEREAS, For nearly 70 years, Journeymen Plumbers Local Union 130 UA has brought us one of Chicago's most iconic traditions -- the annual dyeing of the Chicago River in honor of St. Patrick's Day; and

WHEREAS, In 1961, the Business Manager of Chicago Plumbers Local 130, Stephen Bailey, noticed the bright green stain covering a plumber's overalls with a dye that plumbers used to detect leaks in pipes by turning the water a shade of green reminiscent of the Emerald Isle; and

WHEREAS, The next year, Local 130 transformed the river for St. Patrick's Day using 100 pounds of the dye and the Chicago River flowed bright green for a whole week; the tradition continues to this day with 40 pounds of dye that lasts for several hours; and

WHEREAS, The members of Local 130 dedicate their time and expertise each year to ensure that the dyeing process is conducted safely and efficiently, using an environmentally friendly formula made from vegetables that maintains the health and beauty of the Chicago River; and

WHEREAS, Now under the leadership of James Coyne, the current Business Manager, Local 130 continues to be "the people behind the greatest St. Patrick's Day Parade on Earth"; and

WHEREAS, This year, leading that greatest parade will be the 2026 Grand Marshal, Reverend Thomas R. McCarthy, O.S.A, along with Claire Cahill, the recently crowned Parade Queen, and her Parade Court, Colleen Kelch, Mary Francis Dillion, Elizabeth Laffey, and Kathleen Sullivan; and

WHEREAS, Local 130's commitment to excellence and tradition brings joy to Chicago residents and visitors alike, strengthening the city's reputation as a hub of cultural pride and civic engagement; and

WHEREAS, Beyond their contributions to the St. Patrick's Day festivities, Local 130 has long been a cornerstone of Chicago's skilled labor force, training generations of plumbers and supporting the community through charitable work and outreach; and

WHEREAS, As we approach the latest installment of this tradition on March 14, 2026, the City of Chicago commends Local 130 not only for bringing us an iconic St. Patrick's Day's tradition, but also their dedication, craftsmanship, and unwavering commitment to the city; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, do hereby recognize and congratulate the Chicago Journeymen Plumbers Local Union 130 UA for their outstanding contributions to the City of Chicago, and extend our deepest gratitude for their efforts in making Chicago's St. Patrick's Day celebration an iconic annual event; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Local 130 as a token of appreciation from the City of Chicago.

Presented By

**ALDERPERSON VASQUEZ (40th Ward) And
ALDERPERSON MARTIN (47th Ward):**

**RECOGNITION OF DANIEL T. O'CONOR "GREAT LAKE JUMPER" ON 5 YEARS
OF JUMPING INTO LAKE MICHIGAN DAILY.**

[R2026-0023897]

WHEREAS, For over five years, Daniel T. O'Connor -- aka The Great Lake Jumper -- has demonstrated perseverance and unwavering resolve by bravely and enthusiastically jumping into the waters of Lake Michigan for a period of 2,100 consecutive days, and continuing thereafter; and

WHEREAS, This inspiring tradition of daily plunges undertaken year after year has embodied resilience by reinforcing our lakefront as a place of healing, showed community pride by supporting organizations amplifying awareness for musicians and organizations such as CIVL (Chicago Independent Venue League), and demonstrated a willingness to embrace challenge in the true spirit of our great city; and

WHEREAS, What began as a personal search for calm during the pandemic evolved into a symbol of grit, humor, and generosity, as the ritual has become a shared civic experience; and

WHEREAS, His commitment reflects the heart and character of Chicagoans, strangers, observers, first responders, and fellow jumpers alike who embody Chicago values like boldness, dedication, and deep connection to the community; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the members of the City Council of Chicago, gathered on this day, the 18th of March 2026, do hereby commend Daniel T. O'Connor aka The Great Lake Jumper for five years of jumping into Lake Michigan every day, and commend him for his exemplary service, compassion, and heroism in protecting the children and families of our city; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dan O'Connor, The Great Lake Jumper, as a token of our esteem and in recognition of his outstanding dedication to our city and its traditions.

Presented By

ALDERPERSON GARDINER (45th Ward):

TRIBUTE TO LATE BERNADETTE COLLETTI.

[R2026-0023798]

WHEREAS, The members of the Chicago City Council are saddened to learn of the passing of Bernadette (Travers) Colletti, a beloved member of the Jefferson Park community who passed away on March 16, 2024, at the age of 69; and

WHEREAS, The City Council of the City of Chicago has been informed of her passing by the Honorable James Gardiner, Alderman of the 45th Ward; and

WHEREAS, Bernadette Colletti was born on August 7, 1954, to Charlie and Marge Travers and grew up on Chicago's West Side before moving with her family to Jefferson Park in 1971, where she would spend much of her life contributing to the community she loved; and

WHEREAS, Bernadette attended Francis Scott Key School, St. Lucy's Grammar School, Siena High School, and later William H. Taft High School, graduating in 1973; and

WHEREAS, Bernadette met the love of her life, Michael Colletti, while working at Colletti's Restaurant in Jefferson Park, and the couple married on May 29, 1976, at St. Thecla Church, beginning a life together devoted to family, community, and service; and

WHEREAS, Bernadette and Michael raised their family in Jefferson Park and were blessed with four children -- Michael, Jr., Matthew, Alyssa, and Anna -- and were proud grandparents to Mary Eleanor, Sophia, Felicia, Ellie, Grace, Aurora, and Antonella; and

WHEREAS, Bernadette devoted many years to volunteering and mentoring young people through the Girl Scouts at St. Cornelius School, where she served as the leader of Troop Number 1812 and inspired generations of girls to develop leadership skills, give back to their community, and strive for excellence; and

WHEREAS, Under Bernadette's leadership, Girl Scouts in her troop participated in numerous service projects including supporting local parishes, volunteering at soup kitchens, assisting Misericordia Home, and donating blankets and other items to those in need; and

WHEREAS, Bernadette organized countless activities, community events, fundraisers, and service projects that encouraged young people to become active and compassionate members of their community, while helping many scouts earn prestigious honors including the Bronze, Silver, and Gold Awards; and

WHEREAS, Bernadette also played a vital role in the National Catholic Forensic League (NCFL), serving as a leader in the Chicago chapter and helping organize national speech tournaments that brought hundreds of students from across the country to Chicago each year; and

WHEREAS, Bernadette's dedication, leadership, and compassion left a lasting mark not only on the lives of the girls she mentored but also on the Jefferson Park community as a whole; and

WHEREAS, Bernadette Colletti's life was defined by her commitment to service, family, faith, and community, and her legacy will continue to inspire those whose lives she touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby honor the life and legacy of Bernadette Colletti and extend our deepest condolences to her husband, Michael; her children; grandchildren; extended family; and all who were fortunate enough to know her; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernadette Colletti as a symbol of our respect, admiration, and gratitude for her many contributions to the Jefferson Park community and the City of Chicago.

TRIBUTE TO LATE JAMES P. TULLY.

[R2026-0023756]

WHEREAS, James P. Tully, longtime resident of the Edgebrook community, passed away on February 10, 2026, at the age of 91, leaving behind a legacy of service, craftsmanship, faith, and devotion to family that enriched the City of Chicago for decades; and

WHEREAS, The Honorable James M. Gardiner, Alderman of the 45th Ward, joins the City Council in honoring and remembering James P. Tully for his distinguished public service, his steadfast commitment to his neighborhood, and the lasting impact he made on the community he proudly called home; and

WHEREAS, Born and raised in the Riis Park neighborhood of Chicago, James P. Tully proudly served his country in the United States Army before beginning a 35-year career with the Chicago Fire Department in 1960, ultimately retiring as Captain in 1995, dedicating his life to protecting the residents of Chicago with courage and integrity; and

WHEREAS, In addition to his public service, he enjoyed a prolific career as a skilled carpenter for many decades, taking great pride in the home he remodeled on Nokomis and meticulously maintained for over 55 years, where he warmly welcomed neighbors and shared stories that strengthened the spirit of community in Edgebrook; and

WHEREAS, He was the beloved husband of 60 years to Kathleen; a devoted father to James, Jr., Michael, Therese, Sheila, and Annie; and a proud grandfather to Emmet, Frances, Katie, Maeve, Alice, Megan, and Grace, each of whom brought him immeasurable joy and pride; and

WHEREAS, His life was marked by humility, dedication, and an unwavering love for his family and community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby honor the life and legacy of James P. Tully and extend our deepest condolences to his beloved wife Kathleen, his children, his cherished grandchildren, and all who mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James P. Tully as a lasting symbol of the City of Chicago's gratitude and respect for a life well lived and faithfully served.

CONGRATULATIONS EXTENDED TO LEONARDO AGBAYANI ON
80TH BIRTHDAY.

[R2026-0023837]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Leonardo Agbayani in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Leonardo Agbayani on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Leonardo Agbayani on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Leonardo Agbayani.

CONGRATULATIONS EXTENDED TO MARGI BHANSALI ON NEW ROLE AS HEAD TEACHER AT EDGEBROOK EARLY LEARNING.

[R2026-0023896]

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner is proud to offer his personal tribute to Ms. Margi Bhansali in recognition of her outstanding service and dedication as an educator and valued member of the City of Chicago; and

WHEREAS, Edgebrook Early Learning proudly welcomes Ms. Margi Bhansali as its new Head Teacher; and

WHEREAS, Ms. Margi brings more than 15 years of experience in early childhood education, along with exceptional expertise, warmth, and creativity that strengthen and enrich the school community; and

WHEREAS, She is National Board Certified, holds a master's degree in reading, and is ESL certified, demonstrating her deep commitment to academic excellence and inclusive instruction; and

WHEREAS, Ms. Margi is fluent in Gujarati and conversational in Hindi, enabling her to build meaningful connections with students and families from diverse cultural backgrounds; and

WHEREAS, As a lifelong learner and dedicated educator, she believes children learn best through play-based, hands-on experiences that spark curiosity, build confidence, and foster a love of learning; and

WHEREAS, She is committed to creating a nurturing and engaging classroom environment where every child feels valued, supported, and excited to learn; and

WHEREAS, Beyond the classroom, Ms. Margi enjoys cooking, reading, traveling, and exploring new restaurants, and stays actively involved with her husband and three children; and

WHEREAS, Ms. Margi looks forward to collaborating with staff, families, and students to make the school year successful and enriching for all; now, therefore,

Be It Resolved, That the alderman and the 45th Ward proudly recognize and honor Ms. Margi Bhansali for her dedication to education and her commitment to the Edgebrook community, and extend best wishes for continued success in her new role at Edgebrook Early Learning; and

Be It Further Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby congratulate Ms. Margi Bhansali and extend our best wishes for continued success.

CONGRATULATIONS EXTENDED TO ZOFIA BIELANSKA ON 75TH BIRTHDAY.
[R2026-0023839]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Zofia Bielanska in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Zofia Bielanska on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Zofia Bielanska on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Zofia Bielanska.

CONGRATULATIONS EXTENDED TO MARK BOTOSKE ON 65TH BIRTHDAY.
[R2026-0023843]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mark Botoske in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Mark Botoske on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Mark Botoske on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mark Botoske.

CONGRATULATIONS EXTENDED TO JAMES BROTSOS ON 97TH BIRTHDAY.
[R2026-0023847]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Brotsos in honor of his 97th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to James Brotsos on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate James Brotsos on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to James Brotsos.

CONGRATULATIONS EXTENDED TO BERNARDO CAMACHO ON 80TH BIRTHDAY.

[R2026-0023848]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bernardo Camacho in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Bernardo Camacho on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Bernardo Camacho on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Bernardo Camacho.

CONGRATULATIONS EXTENDED TO ANDREA CIOLINO ON 70TH BIRTHDAY.

[R2026-0023853]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Andrea Ciolino in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Andrea Ciolino on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Andrea Ciolino on the occasion of her birthday; and

Be It Further Resolved, that a suitable copy of this resolution be prepared and presented to Andrea Ciolino.

CONGRATULATIONS EXTENDED TO DEBRA COLUCCI ON 70TH BIRTHDAY.
[R2026-0023855]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Debra Colucci in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Debra Colucci on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Debra Colucci on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Debra Colucci.

CONGRATULATIONS EXTENDED TO HEATHER DEBBY ON BEING RECOGNIZED AS 45TH WARD TEACHER OF THE MONTH.
[R2026-0023899]

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner is proud to offer his personal tribute to Ms. Heather Debby in recognition of her outstanding service and dedication as an educator and valued member of the City of Chicago; and

WHEREAS, Principal Iliana R zodkiewicz of Disney II Magnet High School has nominated Ms. Heather Debby in recognition of her outstanding service and commitment to students; and

WHEREAS, Ms. Heather Debby is a cornerstone of the Disney II school community, dedicated to developing the next generation of passionate readers and writers; and

WHEREAS, Whether teaching 7th Grade English Language Arts or guiding high school students through the rigor of Advanced Placement Language courses, Ms. Debby meets every academic challenge with excellence, professionalism, and care; and

WHEREAS, Her influence extends far beyond the classroom through her leadership and involvement in school athletics, where she serves as an energetic coach and a constant presence at school games, strengthening student confidence and school spirit; and

WHEREAS, Her annual Project-Based Learning musical production has become a cherished Disney II tradition, creating opportunities for students to lead, collaborate, and create lasting memories that endure well beyond graduation; and

WHEREAS, Ms. Debby's dedication, creativity, and commitment to student growth exemplify the highest standards of educational excellence and community leadership; now, therefore,

Be It Resolved, That the Alderman of the 45th Ward hereby recognizes and honors Ms. Heather Debby as 45th Ward Teacher of the Month and thanks her for her exceptional dedication to the Disney II Magnet High School community; and

Be It Further Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby congratulate Ms. Heather Debby and extend our best wishes for continued success.

CONGRATULATIONS EXTENDED TO BARBARA EDWARDS ON 75TH BIRTHDAY.
[R2026-0023857]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Barbara Edwards in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Barbara Edwards on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Barbara Edwards on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Barbara Edwards.

CONGRATULATIONS EXTENDED TO JOSEPH FLEISCHAKER ON 90TH BIRTHDAY.

[R2026-0023859]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joseph Fleischaker in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Joseph Fleischaker on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Joseph Fleischaker on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joseph Fleischaker.

CONGRATULATIONS EXTENDED TO JOSEPHINE GARZA ON 80TH BIRTHDAY.

[R2026-0023830]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Josephine Garza in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Josephine Garza on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Josephine Garza on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Josephine Garza.

CONGRATULATIONS EXTENDED TO MARY GERRITY ON 85TH BIRTHDAY.

[R2026-0023861]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Gerrity in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Mary Gerrity on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Mary Gerrity on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mary Gerrity.

RECOGNITION OF MARY ELLEN GOLD FOR DEDICATION, SERVICE, AND IMPACT ON ST. ELIZABETH OF THE TRINITY COMMUNITY.

[R2026-0023898]

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner is proud to offer his personal tribute to Mrs. Mary Ellen Gold in recognition of her outstanding service and dedication as an educator and valued member of the City of Chicago; and

WHEREAS, Mrs. Mary Ellen Gold has devoted her life to the field of education since 1980, demonstrating an unwavering commitment to the academic, spiritual, and personal growth of young learners; and

WHEREAS, Mrs. Mary Ellen Gold joined St. Tarcissus School in 1999 after serving in a long-term substitute position, beginning her tenure as a 3rd grade teacher before transitioning to 2nd grade, where she has remained a steady and beloved presence through two school mergers and two school name changes; and

WHEREAS, Mrs. Mary Ellen Gold's dedication to the St. Elizabeth of the Trinity school and parish community is deeply personal, as her daughter Rebecca is a graduate of St. Tarcissus, and both remain active parishioners of St. Elizabeth of the Trinity; and

WHEREAS, For more than 25 years, Mrs. Mary Ellen Gold has been a pillar of the St. Elizabeth of the Trinity community, known for her kind nature, remarkable ability to engage and inspire students, and her consistent creation of a nurturing and successful learning environment; and

WHEREAS, Mrs. Mary Ellen Gold has shown extraordinary care and devotion in preparing generations of 2nd grade students for First Holy Communion, as well as guiding countless religious education students throughout her career; and

WHEREAS, Through her gentle guidance and deep faith, Mrs. Mary Ellen Gold has helped children and the broader faith community understand not only the meaning of the Eucharist, but also the beauty of living a Christ-centered life; now, therefore,

Be It Resolved, That the 45th Ward hereby honors Mrs. Mary Ellen Gold for her lifelong dedication, service, and profound impact on the St. Elizabeth of the Trinity community and expresses its deepest gratitude for her years of faithful service to education and faith formation; and

Be It Further Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby congratulate Mrs. Mary Ellen Gold and extend our best wishes for continued success.

CONGRATULATIONS EXTENDED TO RICHARD GUZIK ON 80TH BIRTHDAY.

[R2026-0023862]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Richard Guzik in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Richard Guzik on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Richard Guzik on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Richard Guzik.

CONGRATULATIONS EXTENDED TO DANIEL JABUREK ON 70TH BIRTHDAY.

[R2026-0023863]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Daniel Jaburek in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Daniel Jaburek on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Daniel Jaburek on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Daniel Jaburek.

CONGRATULATIONS EXTENDED TO PATRICK JOYCE ON 70TH BIRTHDAY.

[R2026-0023865]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patrick Joyce in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Patrick Joyce on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Patrick Joyce on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Patrick Joyce.

CONGRATULATIONS EXTENDED TO PANAGIOTIS KARDARIS ON 75TH BIRTHDAY.

[R2026-0023866]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Panagiotis Kardaris in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Panagiotis Kardaris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Panagiotis Kardaris on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Panagiotis Kardaris.

CONGRATULATIONS EXTENDED TO RICHARD KLEITSCH ON 95TH BIRTHDAY.
[R2026-0023867]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Richard Kleitsch in honor of his 95th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Richard Kleitsch on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Richard Kleitsch on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Richard Kleitsch.

CONGRATULATIONS EXTENDED TO MARK KONIECZNY ON 75TH BIRTHDAY.
[R2026-0023868]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Konieczny in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Mary Konieczny on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Mary Konieczny on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mary Konieczny.

CONGRATULATIONS EXTENDED TO ALINA KRYLOW ON 93RD BIRTHDAY.
[R2026-0023870]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alina Krylow in honor of her 93rd birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Alina Krylow on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Alina Krylow on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Alina Krylow.

CONGRATULATIONS EXTENDED TO BRIAN LENDZION ON 80TH BIRTHDAY.
[R2026-0023871]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brian Lendzion in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Brian Lendzion on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Brian Lendzion on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Brian Lendzion.

CONGRATULATIONS EXTENDED TO RONELDA LINGAO ON 70TH BIRTHDAY.
[R2026-0023835]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ronelda Lingao in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Ronelda Lingao on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Ronelda Lingao on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ronelda Lingao.

CONGRATULATIONS EXTENDED TO HENRY MOERLIEN ON 65TH BIRTHDAY.
[R2026-0023873]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Henry Moerlien in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Henry Moerlien on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Henry Moerlien on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Henry Moerlien.

CONGRATULATIONS EXTENDED TO THADDEUS OLCZYK ON 65TH BIRTHDAY.
[R2026-0023874]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Thaddeus Olczyk in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Thaddeus Olczyk on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Thaddeus Olczyk on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thaddeus Olczyk.

CONGRATULATIONS EXTENDED TO JAMES ORTIZ ON 65TH BIRTHDAY.

[R2026-0023875]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Ortiz in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to James Ortiz on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate James Ortiz on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to James Ortiz.

CONGRATULATIONS EXTENDED TO THEMIS PAPPADIS ON 80TH BIRTHDAY.

[R2026-0023876]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Themis Pappadis in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Themis Pappadis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Themis Pappadis on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Themis Pappadis.

CONGRATULATIONS EXTENDED TO MARY PENNINO ON 65TH BIRTHDAY.
[R2026-0023877]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Pennino in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Mary Pennino on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Mary Pennino on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mary Pennino.

CONGRATULATIONS EXTENDED TO PATRICIA RAMOS ON 70TH BIRTHDAY.
[R2026-0023879]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Ramos in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Patricia Ramos on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Patricia Ramos on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Patricia Ramos.

CONGRATULATIONS EXTENDED TO WAYNE SCHIMPF ON 85TH BIRTHDAY.

[R2026-0023880]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Wayne Schimpff in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Wayne Schimpff on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Wayne Schimpff on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Wayne Schimpff.

CONGRATULATIONS EXTENDED TO TRUDY SULLIVAN-SCHNEIDER ON 85TH BIRTHDAY.

[R2026-0023881]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Trudy Sullivan-Schneider in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Trudy Sullivan-Schneider on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Trudy Sullivan-Schneider on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Trudy Sullivan-Schneider.

CONGRATULATIONS EXTENDED TO CHRISTINE STRUTZ ON 70TH BIRTHDAY.
[R2026-0023884]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Christine Strutz in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Christine Strutz on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Christine Strutz on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Christine Strutz.

CONGRATULATIONS EXTENDED TO VICTOR TAYLOR ON 99TH BIRTHDAY.
[R2026-0023883]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Victor Taylor in honor of his 99th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Victor Taylor on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby congratulate Victor Taylor on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Victor Taylor.

CONGRATULATIONS EXTENDED TO KAREN WILLENS ON RETIREMENT FROM ADMINISTRATIVE OFFICE OF CHICAGO FIRE DEPARTMENT.
[R2026-0023753]

WHEREAS, The City of Chicago is proud to recognize the extraordinary dedication and service of Karen Willens, Administrative Assistant with the Chicago Fire Department, upon the occasion of her retirement in April of 2026 after an exceptional 43 years of service; and

WHEREAS, Alderman James Gardiner joins the City Council in honoring Karen Willens, who began her distinguished career with the Chicago Fire Department, dedicating more than four decades of steadfast commitment, professionalism, and integrity to the residents of the City of Chicago; and

WHEREAS, Throughout her tenure, Karen served as a trusted administrative assistant, providing invaluable organizational leadership, institutional knowledge, and unwavering support to Fire Department personnel, leadership, and the countless firefighters who serve and protect our city each day; and

WHEREAS, Karen's attention to detail, reliability, and dedication to excellence ensured the smooth operation of critical administrative functions within the Department, contributing meaningfully to the Chicago Fire Department's lifesaving mission; and

WHEREAS, Over 43 years of service, Karen witnessed and supported generations of firefighters and department leaders, leaving a lasting impact through her mentorship, professionalism, and commitment to public service; and

WHEREAS, Her career reflects not only longevity but loyalty, integrity, and a deep commitment to the City of Chicago and the Chicago Fire Department family; and

WHEREAS, Karen Willens' retirement marks the conclusion of a remarkable career defined by dedication, service, and pride in supporting one of the nation's finest fire departments; now, therefore,

Be It Resolved, That Alderman James Gardiner and the City Council of the City of Chicago do hereby express their heartfelt gratitude and appreciation to Karen Willens for her 43 years of distinguished service to the Chicago Fire Department and the residents of Chicago; and

Be It Further Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March 2026, do hereby extend our warmest congratulations and best wishes to Karen Willens for a long, healthy, and fulfilling retirement, with sincere thanks for her extraordinary contributions to our city.

Presented By

ALDERPERSON CLAY (46th Ward):

CONGRATULATIONS EXTENDED TO CHARLES BRADLEY ON 86TH BIRTHDAY.
[R2026-0023971]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles Bradley in honor of their upcoming 86th birthday on February 19, 2026; and

WHEREAS, On behalf of the entire 46th Ward, Alderman Angela Clay would like to extend her personal tribute to Charles Bradley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles Bradley belongs to our 46th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Charles Bradley on the occasion of their birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Charles Bradley for their continued good health, happiness and success following this, their 86th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles Bradley in honor of their 86th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHARLES GARRIDO ON 99TH BIRTHDAY.
[R2026-0023973]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles H. Garrido in honor of their 99th birthday; and

WHEREAS, On behalf of the entire 46th Ward, Alderman Angela Clay would like to extend her personal tribute to Charles H. Garrido on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles H. Garrido belongs to our 46th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Charles H. Garrido on the occasion of their birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Charles H. Garrido for their continued good health, happiness and success following this, their 99th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles H. Garrido in honor of their 99th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VIRGINIA IONESCA ON 99TH BIRTHDAY.
[R2026-0023977]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Virginia Ionesca in honor of their 99th birthday on January 1, 2026; and

WHEREAS, On behalf of the entire 46th Ward, Alderman Angela Clay would like to extend her personal tribute to Virginia Ionesca on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Virginia Ionesca belongs to our 46th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of March 2026, do hereby congratulate Virginia Ionesca on the occasion of their birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Virginia Ionesca for their continued good health, happiness and success following this, their 99th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Virginia Ionesca in honor of their 99th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EUGENE SCHECKMAN ON 98TH BIRTHDAY.

[R2026-0023970]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eugene Scheckman in honor of their 98th birthday on April 4, 1928; and

WHEREAS, On behalf of the entire 46th Ward, Alderman Angela Clay would like to extend her personal tribute to Eugene Scheckman on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eugene Scheckman is a valued neighbor in the 46th Ward community, of whom we cherish and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, do hereby congratulate Eugene Scheckman on the occasion of their birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Eugene Scheckman for their continued good health, happiness and success following this, their 98th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eugene Scheckman in honor of their 98th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON CLAY (46th Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO THE PEOPLE'S MUSIC SCHOOL ON 50TH ANNIVERSARY.

[R2026-0023969]

A resolution presented by Alderpersons Clay, Dowell, Lopez, Rodríguez-Sánchez, Rodríguez, Gardiner, and Hadden, which reads as follows:

WHEREAS, The People's Music School (TPMS), Chicago's oldest and largest 100% tuition-free community music school, celebrates its 50th anniversary in 2026; and

WHEREAS, The People's Music School was founded on February 22, 1976 by Dr. Rita Simó, a Juilliard-trained classical pianist who was inspired by the free music education she received as a child in the Dominican Republic and believed that all children, regardless of socioeconomic status, deserve access to the social-emotional and academic benefits of music education; and

WHEREAS, With only \$625 and a donated piano, Dr. Simó opened the doors of The People's Music School in a vacant storefront in Chicago's Uptown neighborhood, laying the foundation for an institution that would go on to transform the lives of thousands of young people; and

WHEREAS, In 1995, Dr. Simó and the school's directors erected the building currently known as Uptown Academy at 931 West Eastwood Avenue, where it continues to operate today; and

WHEREAS, Beginning in 2008, The People's Music School expanded access to high-quality music education through its El Sistema-inspired neighborhood Community Programs, first establishing a program in Albany Park at Hibbard Elementary School; and

WHEREAS, In 2016, The People's Music School expanded its reach to the South and Southwest Sides of Chicago with new programs at Agustin Lara Academy in Back of the Yards and at the Gary Comer Youth Center; and

WHEREAS, In 2025, The People's Music School relocated its Greater South Side program to its own leased space at 5410 South State Street, marking the first time since 1995 that the organization made a financial investment in its own physical space; and

WHEREAS, Over the past five decades, students of The People's Music School have collaborated with and performed for renowned artists and public figures including Barack and Michelle Obama, Yo-Yo Ma, Hilary Hahn, Third Coast Percussion, Jeff Tweedy, Rachel Barton Pine, Wynton Marsalis, Jimmy Chamberlin, and Esperanza Spalding; and

WHEREAS, Alumni of The People's Music School have gone on to pursue careers in music and the arts, including at institutions such as the New England Conservatory of Music, Opera Philadelphia Orchestra, and Mariachi Herencia de Mexico, while others have become community organizers, health care professionals, technology executives, educators, and leaders across many industries; and

WHEREAS, Today, The People's Music School serves more than 800 students annually across its locations with 100% tuition-free, high-quality after-school music instruction, reaching students from more than 55 zip codes across Chicago, with 94% students of color and 100% of students facing financial barriers to accessing music education; and

WHEREAS, Students of The People's Music School have achieved a 100% high school graduation rate and a 96% college attendance rate, demonstrating the powerful and lasting impact of equitable access to arts education; and

WHEREAS, For 50 years, The People's Music School has exemplified the transformative power of music education and its ability to create opportunity, foster creativity, and strengthen communities across the City of Chicago; and

WHEREAS, Alderwoman Angela Clay of the 46th Ward is proud to recognize The People's Music School, whose founding in Uptown and continued presence in the neighborhood have enriched the cultural fabric of the community and provided generations of young people with access to world-class music education; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of March, 2026, do hereby honor and celebrate The People's Music School on the occasion of its 50th anniversary and commend its leadership, faculty, students, alumni, and supporters for their enduring commitment to equity, excellence, and access in music education; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The People's Music School in recognition of its remarkable contributions to the City of Chicago and its continued impact on generations of students and families.

Presented By

ALDERPERSON MANAA-HOPPENWORTH (48th Ward):

CONGRATULATIONS EXTENDED TO GARY KRUSE ON RETIREMENT FROM CHICAGO TRANSIT AUTHORITY.

[R2026-0023425]

WHEREAS, Gary Kruse served the people of Chicago as an employee of the CTA for 37 years, beginning in November 1988; and

WHEREAS, Gary Kruse worked as a CTA conductor, motor person, switch person, ticket agent, and flag person; and

WHEREAS, Gary Kruse was a beloved fixture of the Uptown community, most recently working as a Customer Service Representative at the Argyle Red Line Station; and

WHEREAS, Gary Kruse was a frequent participant and CTA Rodeo winner, a competition that highlights the skills of CTA employees from bus driving to mechanical skills; and

WHEREAS, Gary Kruse met his wife at the Argyle Red Line Station when he held the train door for her as she was running late to work; and

WHEREAS, Gary Kruse enjoys spending his spare time boxing and serving as a preacher; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here on this 18th day of March 2026, do hereby honor and congratulate Gary Kruse; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gary Kruse as a symbol of our esteem and respect.

CONGRATULATIONS EXTENDED TO PHILADELPHIA CHURCH ON
100TH BIRTHDAY.

[R2026-0023757]

WHEREAS, Philadelphia Church was founded in 1926 as a mission from Sweden under the name Filadelfiaförsamlingen; and

WHEREAS, In 1927, the Church incorporated in the State of Illinois which required an English name, so they took the name Philadelphia Swedish Pentecostal Church; and

WHEREAS, The meaning of Philadelphia is well known in English as "brotherly love" ; and

WHEREAS, The mission of the church is to bring people to Jesus Christ and fellowship in the church body; to train and encourage them to become Christ-list; and to equip them to invest their lives in ministry to the body and the world for the glory of God; and

WHEREAS, Philadelphia Church purchased the Capital Savings Bank building at 5437 North Clark in 1939 and dedicated the church in 1940; and

WHEREAS, The church originally held services in Swedish, started a Bible school, published a newsletter, and held tent meetings on Foster Avenue. By the 1940s the services were in both English and Swedish; and

WHEREAS, During WWII, the church participated in the war efforts and sponsored missionary work in India and China. Missions were later expanded into Mexico, Japan, Brazil, and Africa; and

WHEREAS, Philadelphia Church is a beloved Edgewater institution, hosting countless community events and serving as a refuge for our community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here on the 18th of March 2026, do hereby honor and congratulate Philadelphia Church on their 100th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Philadelphia Church as a symbol of our esteem and respect.

Presented By

ALDERPERSON HADDEN (49th Ward):

RECOGNITION OF 49TH WARD YOUTH LEADERSHIP COUNCIL.

[R2026-0023802]

WHEREAS, The students in the 49th Ward Youth Leadership Council are dedicated to learning about city functions, community partners, and how they as young people can engage in service to their neighborhood and each other; and

WHEREAS, Students attend monthly meetings at Sullivan High School to engage with Alderwoman Hadden of the 49th Ward and staff for one hour after a full school day; and

WHEREAS, Students observe presentations from local organizations leading in violence prevention work, City of Chicago budget functions, and mental health crisis intervention; and

WHEREAS, Students engage and participate in robust discourse around current events at the local and federal level; and

WHEREAS, Students conduct surveys regarding issues they care about, among which they identified 49th Ward youth priorities as violence prevention and mental health intervention, changing school culture, and how to become an alderperson; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this 18th day of March 2026, do hereby express our sincere appreciation to the students in the 49th Ward Youth Leadership Council for their outstanding participation in learning more about the City of Chicago, and extend to them our very best wishes for a wonderful rest of their school year; and

Be It Resolved Further, That a suitable copy of this resolution be prepared and presented to the students of the 49th Ward Youth Leadership Council.

MATTERS PRESENTED BY THE ALDERPERSONS.

***(Presented By Wards, In Order, Beginning
With The 1st Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

***1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.***

***Referred -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)***

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Permit Number
<i>DOWELL</i> (3 rd Ward)	South Michigan Avenue, at 5346 (Disabled Parking Permit 138444); [O2026-0023432]
<i>HALL</i> (6 th Ward)	South Harvard Avenue, at 7310 (disabled permit parking); [O2026-0023512] South Vernon Avenue, at 8326 (disabled permit parking); [O2026-0023632]

3/18/2026

NEW BUSINESS PRESENTED BY ALDERPERSONS

41817

Aldersperson

Location And Permit Number

South Vernon Avenue, at 8339 (disabled permit parking);
[O2026-0023630]

MITCHELL
(7th Ward)

South Kingston Avenue, at 8437 (Disabled Parking Permit 137878);
[O2026-0023434]

HARRIS
(8th Ward)

South Drexel Avenue, at 9133 (Disabled Parking Permit 137973);
[O2026-0023815]

South Ridgeland Avenue, at 7644 (Disabled Parking Permit 137726);
[O2026-0023812]

CHICO
(10th Ward)

South Bensley Avenue, at 10631 (Disabled Parking Permit 138470);
[O2026-0023949]

South Commercial Avenue, at 9830 (Disabled Parking Permit 138340);
[O2026-0023657]

South Torrence Avenue, at 10436 (Disabled Parking Permit 137665);
[O2026-0023660]

RAMIREZ
(12th Ward)

South Albany Avenue, at 4544 (Disabled Parking Permit 137805);
[O2026-0023919]

South Hermitage Avenue, at 3720 (Disabled Parking Permit 138962);
[O2026-0023925]

South Homan Avenue, at 4354 (Disabled Parking Permit 136736);
[O2026-0023924]

West Pershing Road, at 1804 (Disabled Parking Permit 137852);
[O2026-0023922]

Aldersperson

Location And Permit Number

QUINN(13th Ward)South Karlov Avenue, at 6455 (Disabled Parking Permit 137547);
[O2026-0023923]South Keeler Avenue, at 5806 (Disabled Parking Permit 137230);
[O2026-0023914]South Kenneth Avenue, at 5527 (Disabled Parking Permit 138035);
[O2026-0023915]South Kilpatrick Avenue, at 6345 (Disabled Parking Permit 138109);
[O2026-0023921]South Monitor Avenue, at 6112 (Disabled Parking Permit 137952);
[O2026-0023916]South Normandy Avenue, at 5754 (Disabled Parking Permit 138038);
[O2026-0023917]*GUTIÉRREZ*(14th Ward)South Keeler Avenue, at 4754 (Disabled Parking Permit 137145);
[O2026-0024078]South Spaulding Avenue, at 5244 (Disabled Parking Permit 137990);
[O2026-0024077]*COLEMAN*(16th Ward)South Hoyne Avenue, at 5334 (disabled permit parking);
[O2026-0023733]*MOSLEY*(21st Ward)South Carpenter Street, at 8918 (Disabled Parking Permit 137160);
[O2026-0024068]South Laflin Street, at 9423 (Disabled Parking Permit 137949);
[O2026-0024067]West 88th Street, at 1136 (Disabled Parking Permit 135559);
[O2026-0024070]

3/18/2026

NEW BUSINESS PRESENTED BY ALDERPERSONS

41819

Aldersperson	Location And Permit Number

RODRÍGUEZ
(22nd Ward)

South Lawler Avenue, at 4609 (Disabled Parking Permit 128357);
[O2026-0024071]

TABARES
(23rd Ward)

South Parkside Avenue, 5153 (Disabled Parking Permit 138069);
[O2026-0023741]

SCOTT
(24th Ward)

South Millard Avenue, at 1813 (disabled permit parking);
[O2026-0023647]

South St. Louis Avenue, at 1651 (signs to be posted at 1653 South
St. Louis Avenue, in front of vacant lot) (Disabled Parking
Permit 137531);
[O2026-0023765]

FUENTES
(26th Ward)

West Crystal Street, at 4210 (Disabled Parking Permit 136077);
[O2026-0023998]

West Division Street, at 3235 (Disabled Parking Permit 138391);
[O2026-0023995]

West Evergreen Avenue, at 3417 (signs to be posted at 3419 West
Evergreen Avenue) (Disabled Parking Permit 138059);
[O2026-0023996]

North Kildare Avenue, at 1621 (signs to be posted 1631 North
Kildare Avenue) (Disabled Parking Permit 135822);
[O2026-0023992]

North Lawndale Avenue, at 1919 (Disabled Parking Permit 137206);
[O2026-0023994]

North Pulaski Road, at 1853 (signs to be posted at 3949 West
Cortland Street) (Disabled Parking Permit 138154);
[O2026-0023993]

Aldersperson	Location And Permit Number
<i>BURNETT</i> (27 th Ward)	North Drake Avenue, at 938 (Disabled Parking Permit 136899); [O2026-0024055]
<i>ERVIN</i> (28 th Ward)	West Gladys Avenue, at 4644 (Disabled Parking Permit 135717); [O2026-0024000]
<i>CARDONA</i> (31 st Ward)	West Nelson Street, at 5245 (disabled permit parking); [O2026-0023743] West School Street, at 5129 (disabled permit parking); [O2026-0024018]
<i>VILLEGAS</i> (36 th Ward)	North Rutherford Avenue, at 2300 (signs to be posted at 6767 West Belden Avenue) (Disabled Parking Permit 137551); [O2026-0024019] West Thomas Street, at 2438 (Disabled Parking Permit 137317); [O2026-0024017]
<i>SPOSATO</i> (38 th Ward)	West Grace Street, at 6155 (Disabled Parking Permit 137594); [O2026-0024013] North Ottawa Avenue, at 3626 (Disabled Parking Permit 138486); [O2026-0024014] North Pacific Avenue, at 3614 (Disabled Parking Permit 138270); [O2026-0024011]
<i>NAPOLITANO</i> (41 st Ward)	West Howard Street, at 7419 (Disabled Parking Permit 137986). [O2026-0024096]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Permit Number

HARRIS
(8th Ward)

Amend ordinance passed March 18, 2026 which reads: "South 89th Place, at 627 (Disabled Permit Parking 136064)" by striking: "South" and inserting: "East" in lieu thereof;

[O2026-0024066]

QUINN
(13th Ward)

Amend ordinance by striking: "South Kilpatrick Avenue, at 6043 (Disabled Permit Parking 133158)";

[O2026-0023910]

Amend ordinance by striking: "South Mayfield Avenue, at 6005 (Disabled Permit Parking 128214)";

[O2026-0023912]

Amend ordinance by striking: "South Narragansett Avenue, at 5820 (Disabled Permit Parking 116130)";

[O2026-0023927]

Amend ordinance by striking: "South Natoma Avenue, at 5515 (Disabled Permit Parking 133687)";

[O2026-0023913]

Amend ordinance by striking: "South Tripp Avenue, at 5833 (Disabled Permit Parking 94674)";

[O2026-0023926]

Amend ordinance by striking: "West 58th Street, at 4061 (Disabled Permit Parking 126023)";

[O2026-0023909]

Aldersperson

Location And Permit Number

TABARES
(23rd Ward)

Amend ordinance by striking: "South Hamlin Avenue, at 5235 (Disabled Permit Parking 103062)";

[O2026-0023739]

Amend ordinance by striking: "South Leamington Avenue, at 5212 (Disabled Permit Parking 119378)";

[O2026-0023738]

Amend ordinance by striking: "West 54th Street, at 5348 (Disabled Permit Parking 106510)";

[O2026-0023744]

Amend ordinance by striking: "West 58th Place, at 3615 (Disabled Permit Parking 126634)";

[O2026-0023745]

Amend ordinance by striking: "West 60th Street, at 3727 (Disabled Permit Parking 11651)";

[O2026-0023740]

CARDONA
(31st Ward)

Amend ordinance by striking: "West Barry Avenue, at 5445 (Disabled Permit Parking 133070)";

[O2026-0023827]

Amend ordinance by striking: "West Deming Place, at 5244 (Disabled Permit Parking 131969)";

[O2026-0023833]

Amend ordinance by striking: "West School Street, at 5100 (Disabled Permit Parking 94492)";

[O2026-0023982]

SPOSATO
(38th Ward)

Amend ordinance by striking: "North Nordica Avenue, at 3725 (Disabled Permit Parking 32219)";

[O2026-0024010]

Amend ordinance by striking: "North Page Avenue, at 3654 (Disabled Permit Parking 100736)";

[O2026-0023999]

Aldersperson Location And Permit Number

GARDINER
(45th Ward)

Amend ordinance by striking: "North Laramie Avenue, at 5312 (Disabled Permit Parking 113498)";

[O2026-0023895]

MARTIN
(47th Ward)

Amend ordinance passed December 10, 2025, *Journal of the Proceedings of the City Council of the City of Chicago*, page 36167, which reads: "West Wilson Avenue, at 1601 (signs to be posted at 1601 -- 1603 West Wilson Avenue) (Disabled Permit Parking 103169)"; by striking: "103169" and inserting: "134836" in lieu thereof;

[O2026-0024015]

SILVERSTEIN
(50th Ward)

Amend ordinance by striking: "West Lunt Avenue, at 2309 (Disabled Permit Parking 80209)".

[O2026-0023436]

Referred -- ESTABLISHMENT OF RESERVED DISABLED PARKING ON PORTION OF W. ARDMORE AVE.

[O2026-0023864]

Aldersperson Gardiner (45th Ward) presented a proposed ordinance to establish a 2 percent disabled parking tow-away zone on the north side of West Ardmore Avenue, from a point 47 feet west of North McVicker Avenue to a point 46 feet west thereof, to be in effect on Saturdays, from 3:00 P.M. to 6:30 P.M., and on Sundays, from 7:00 A.M. to 3:00 P.M., which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances to amend previously established residential permit parking zones at the locations designated and for the distances

and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson

Location, Distance And Time

DOWELL

(3rd Ward)

Amend ordinance passed November 3, 2010, *Journal of the Proceedings of the City Council of the City of Chicago*, page 104717, which reads: "South Dr. Martin Luther King, Jr. Drive (even side) to include 4700 block -- 6:00 P.M. to 6:00 A.M. -- all days -- Zone Number 1608" by striking: "6:00 P.M. to 6:00 A.M." and inserting: "at all times -- all days" in lieu thereof;

[O2026-0023700]

HARRIS

(8th Ward)

Repeal ordinance passed July 21, 1999, *Journal of the Proceedings of the City Council of the City of Chicago*, page 9138, which reads: "1900 block of East 93rd Street (both sides) between South Euclid Avenue and South Jeffery Boulevard (1934 -- 1957) -- 5:00 A.M. to 9:00 A.M. -- Monday through Friday (Zone 649)" by striking the above;

[O2026-0023953]

CURTIS

(18th Ward)

Amend ordinance passed July 16, 2025, *Journal of the Proceedings of the City Council of the City of Chicago*, page 36172, which reads: "4400 -- 4462 West 77th Place (both sides of the street) -- Residential Permit Parking Zone 2480 -- at all times -- all days" by striking: "77th Street" and "(both sides of the street in the 7700 block of South Kenneth Avenue)";

[O2026-0023734]

SIGCHO-LOPEZ

(25th Ward)

Amend order (Or2020-30) passed February 19, 2020, *Journal of the Proceedings of the City Council of the City of Chicago*, page 14129, which reads: "West 16th Street (north and south sides) from South Loomis Street to South Laflin Street) -- Residential Permit Parking Zone 2244 -- at all times -- Monday though Friday" by striking: "(north and south sides) from South Loomis Street to South Laflin Street" and inserting: "1413 to South Laflin Street (south side only)" in lieu thereof;

[O2026-0023965]

Alderson Location, Distance And Time

BURNETT
(27th Ward)

Amend Residential Permit Parking Zone 1715 which reads: "North Carpenter Street, from West Hubbard Street to West Grand Avenue -- Residential Permit Parking Zone 1715 -- 7:00 A.M. to 7:00 P.M. -- all days" by striking: "7:00 A.M. to 7:00 P.M." and inserting: "at all times -- all days" in lieu thereof.

[O2026-0024059]

Referred -- REMOVAL OF NO PARKING/TOW-AWAY ZONE ON PORTION OF W. OGDEN AVE.

[O2026-0024004]

Alderson Ervin (28th Ward) presented a proposed ordinance directing the Commissioner of Transportation to remove the no parking/tow-away zone signs on the south side of West Ogden Avenue, from South California Avenue to South Washtenaw Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- INSTALLATION OF NO PARKING SIGNS.

The alderpersons named below presented proposed ordinances directing the Commissioner of Transportation to install no parking signs at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderson Location And Type Of Sign

ROBINSON
(4th Ward)

South Cottage Grove Avenue (west side) from a point 206 feet south of East 48th Street to a point 40 feet south thereof -- no parking except for emergency vehicles only -- at all times -- all days -- tow-away zone (public benefit);

[O2026-0023938]

Aldersperson

Location, Distance And Time

South Cottage Grove Avenue (west side) from a point 147 feet north of East 49th Street to a point 76 feet north thereof -- no parking/tow-away zone -- at all times -- all days -- (public benefit);

[O2026-0023934]

ERVIN(28th Ward)

South Washtenaw Avenue (west side) from West Ogden Avenue to West 15th Street -- no parking/tow-away zone -- at all times -- all days;

[O2026-0024002]

CARDONA(31st Ward)

West Belden Avenue (north side) from North Cicero Avenue to the alley east thereof.

[O2026-0023556]

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances and orders directing the Commissioner of Transportation to install traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson

Location And Type Of Sign

CHICO(10th Ward)

South Ewing Avenue and East 113th Street -- "All-Way Stop" sign;

[O2026-0023735]

East 130th Street and South Escanaba Avenue -- "All-Way Stop" sign;

[O2026-0023431]

LEE(11th Ward)

South Wallace Street and West 24th Place -- "All-Way Stop" sign;

[Or2026-0023655]

Aldersperson	Location, Distance And Time
<i>LOPEZ</i> (15 th Ward)	West 51 st Street and South Washtenaw Avenue -- "All-Way Stop" sign; [Or2026-0023637]
<i>MOSLEY</i> (21 st Ward)	South Glenroy Avenue and West 107 th Street -- "Two-Way Stop" sign; [O2026-0024074]
<i>SCOTT</i> (24 th Ward)	West Ogden Avenue (frontage road) and South Trumbull Avenue; West Ogden Avenue (frontage road) and South St. Louis Avenue; and West Ogden Avenue (frontage road) and South Drake Avenue -- "All-Way Stop" signs; [O2026-0023498]
<i>BURNETT</i> (27 th Ward)	North Sangamon Street and West Superior Street -- "All-Way Stop" sign; [O2026-0024061]
<i>BURNETT</i> (27 th Ward) and <i>ERVIN</i> (28 th Ward)	North Kedzie Avenue and West Carroll Avenue -- "All-Way Stop" sign; [O2026-0024053] North Wolcott Avenue and West Grand Avenue -- "All-Way Stop" sign. [O2026-0024058]

Referred -- INSTALLATION OF 5-TON WEIGHT LIMITATION SIGNS ON PORTION
OF S. DAMEN AVE.

[O2026-0023680]

Aldersperson Ramirez (12th Ward) presented a proposed ordinance directing the Commissioner of Transportation to install 5-ton weight limitation signs at South Damen Avenue, from West Pershing Road to West 35th Street, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The alderpersons named below presented proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

BY ALDERPERSON BEALE (9th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 226-B bounded by:

a line 50 feet north of and parallel to East 112th Street; the alley next east of and parallel to South Michigan Avenue; East 112th Street; and South Michigan Avenue (common address: 11155 South Michigan Avenue).

[O2026-0023549]

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B3-1 Community Shopping District the area shown on Map Number 206-B bounded by:

the alley next north of and parallel to East 103rd Street; South Prairie Avenue; East 103rd Street; and a line 133.48 feet west of and parallel to South Prairie Avenue (common address: 224 East 103rd Street).

[O2026-0023546]

BY ALDERPERSON MOSLEY (21st Ward):

To classify as a C3-1 Commercial, Manufacturing and Employment District instead of a B3-1 Community Shopping District the area shown on Map Number 30-F bounded by:

South Halsted Street; the alley next north of and parallel to West 120th Street; the alley next east of and parallel to South Halsted Street; and West 120th Street (common address: 11957 South Halsted Street).

[O2026-0024062]

BY ALDERPERSON NUGENT (39th Ward):

To classify as a B1-2 Neighborhood Shopping District instead of a B3-2 Community 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).

[O2026-0023983]

3. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERPERSON LA SPATA (1st Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 901 N. ASHLAND AVE.

[Or2026-0023416]

A proposed order for the issuance of a permit to install a sign/signboard at 901 North Ashland Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON HOPKINS (2nd Ward):

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 2.206 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF W. NORTH AVE.

[O2026-0023807]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by adding new subsection 2.206 to disallow the issuance of additional alcoholic liquor licenses on the north side of West North Avenue, from North Sedgewick Street to the first alley east of North Sedgewick Street; on the south side of West North Avenue, from North Orleans Street to North North Park Avenue; and on both sides of West North Avenue, from North North Park Avenue to North LaSalle Drive, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON DOWELL (3rd Ward):

Referred -- TRANSFER OF YEAR 2026 FUNDS WITHIN COMMITTEE ON FINANCE.

[O2026-0024093]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2026 funds within the Committee on Finance to meet the necessary obligations that have been or may be incurred during Year 2026, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- EXEMPTION OF PRESTIGE HOSPITALITY LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0023405]

Also, a proposed ordinance to exempt Prestige Hospitality LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3901 -- 3941 South Michigan Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

3/18/2026

NEW BUSINESS PRESENTED BY ALDERPERSONS

41831

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 4021 S. STATE ST.
[Or2026-0023399]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 4021 South State Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON ROBINSON (4th Ward):

Referred -- AMENDMENT OF SECTION 4-60-073 OF MUNICIPAL CODE BY INCREASING MAXIMUM ISSUANCE NUMBER OF LAKEFRONT VENUE LIQUOR LICENSES FROM 29 TO 31.

[O2026-0024021]

A proposed ordinance to amend Title 4, Chapter 60, Section 073 of the Municipal Code of Chicago by increasing the maximum amount of Lakefront Venue Liquor licenses issued during any license period from 29 to 31 at all lakefront locations eligible for sale of beer, wine and spirits, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERPERSON HALL (6th Ward)
And OTHERS:**

Referred -- CALL ON CHICAGO POLICE DEPARTMENT AND DEPARTMENT OF ASSETS, INFORMATION AND SERVICES TO RENAME 3RD DISTRICT POLICE STATION AS "POLICE OFFICER DORELLE C. BRANDON 3RD DISTRICT STATION".

[R2026-0024085]

A proposed resolution, presented by Alderpersons Hall, Yancy, Taylor, Quezada, Hopkins, Dowell, Robinson, Harris, Beale, Chico, Lee, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-López, Fuentes, Burnett, Ervin, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth,

and Silverstein, calling on the Chicago Police Department and the Department of Assets, Information and Services to take all necessary steps to designate and rename the Chicago Police Department 3rd District Station as the "Police Officer Dorelle C. Brandon 3rd District Station", which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERPERSON BEALE (9th Ward)
And OTHERS:

Referred -- AMENDMENT OF CHAPTER 4-156 OF MUNICIPAL CODE REGARDING PROHIBITION AND PENALTIES FOR VIOLATIONS OF OWNING SWEEPSTAKES MACHINES.

[O2026-0024076]

A proposed ordinance, presented by Alderpersons Beale, Mitchell, Harris, Chico, Lopez, Curtis, O'Shea, Taylor, Scott, Cardona, Villegas, Lawson, and Silverstein to amend Title 4, Chapter 156 of the Municipal Code of Chicago by modifying Section 4-156-150 to define "Sweepstakes machine" as any electronically operated machine or device that uses an interactive display to offer gameplay, simulated gameplay, or entry into any contest, competition, sweepstakes, scheme, plan, or other promotional or selection process in which a person participates; by adding new Section 4-156-185 to declare it unlawful for the owner or lessee of any premises to permit the installation or use of a sweepstakes machine in the City of Chicago; and by modifying Sections 4-156-190 and 4-156-280 to include prohibited machinery in penalties and seizure for unlawful use, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON LEE (11th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations

specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

2825 S Stewart -- 2825 South Stewart Avenue; and

[O2026-0023658]

2829 S Stewart -- 2829 South Stewart Avenue.

[O2026-0023659]

Presented By

ALDERPERSON QUINN (13th Ward):

Referred -- STANDARDIZATION OF PORTION OF S. KOMENSKY AVE. AS "ENRIQUE MARTINEZ BLVD."

[O2026-0023928]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 6300 to 6500 South Komensky Avenue as "Enrique Martinez Blvd.", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON COLEMAN (16th Ward):

Referred -- CALL ON BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 TO RENAME "KENNEDY-KING COLLEGE" TO "KENNEDY-KING-JACKSON COLLEGE".

[R2026-0023822]

A proposed resolution calling on the Board of Trustees of Community College District Number 508 to take all necessary administrative and legal actions to rename Kennedy-King College to "Kennedy-King-Jackson College" in honor of the late Reverend Jesse L. Jackson, Sr., which was *Referred to the Committee on Education and Child Development*.

Referred -- EXEMPTION OF PUT'EM ON GLASS CAR WASH LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0023433]

Also, a proposed ordinance to exempt Put'Em on Glass Car Wash LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6640 South Ashland Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON MOORE (17th Ward):

Referred -- STANDARDIZATION OF PORTION OF INTERSECTION OF 8200 S. WINCHESTER AVE. AS "DR. REV. ROBERT E. BOOKER SR. WAY".

[O2026-0023789]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the intersection of 8200 South Winchester Avenue as "Dr. Rev. Robert E. Booker Sr. Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON O'SHEA (19th Ward):

Referred -- EXEMPTION OF MICHAEL SYLVESTER, DBA GLASS SERVICES, FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0023797]

A proposed ordinance to exempt Michael Sylvester, doing business as Glass Services, from the physical barrier requirement pertaining to alley accessibility for the parking

facilities for 10430 South Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward):

Referred -- AMENDMENT OF CHAPTER 17-9 OF MUNICIPAL CODE REGARDING WASTE-RELATED USES, RECYCLING FACILITIES, CONTAINER STORAGE, FREIGHT TERMINAL, OUTDOOR STORAGE OF RAW MATERIAL, COMPOSTING AND MANGANESE-BEARING MATERIAL.

[O2026-0024064]

A proposed ordinance to amend Title 17, Chapter 9 of the Municipal Code of Chicago by modifying Sections 17-9-0117-A and 17-9-0117-G.1 to exclude newly-established or existing container storage use located within a C2 district from meeting planned development standards and traffic study, air quality impact evaluation review by the Commissioner of the Department of Transportation, respectively, when the applicant possesses a valid business license to conduct an allowed use, except for freight movement or terminal use on a separate zoning lot from such container storage use and no more than 20 storage containers will be utilized, which was *Referred to the Committee on Zoning, Landmarks, and Building Standards*.

Presented By

ALDERPERSON SIGCHO-LOPEZ (25th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations

specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Gerber Collision & Glass -- 2432 -- 2440 South Kedzie Avenue; and

[O2026-0023955]

OLAM 555 West 14th Place LLC -- 555 West 14th Place.

[O2026-0023945]

Presented By

ALDERPERSON FUENTES (26th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Outlaw Motor Company -- 2035 North Cicero Avenue; and

[O2026-0024003]

SMA SECURITY & TINT, Inc. -- 2014 North Cicero Avenue.

[O2026-0024006]

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- ESTABLISHMENT OF INTERACTIVE DIGITAL WAYFINDER PILOT PROGRAM.

[O2026-0024048]

A proposed ordinance directing the Chief Financial Officer, in consultation with the

Department of Procurement Services, the Office of Emergency Management and Communications, the Department of Technology and Innovation, the Department of Transportation, the Department of Cultural Affairs and Special Events, and the Department of Business Affairs and Consumer Protection, to administer the Interactive Digital Wayfinder Pilot Program to install wayfinders (freestanding monument or kiosk equipped with digital touchscreen installed within the public way) for the purpose of supporting pedestrian navigation, public communications, economic development, and the generation of out-of-home advertising revenue, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Referred -- AMENDMENT OF CHAPTER 6-105 OF MUNICIPAL CODE BY MODIFYING TIMELINES FOR EMPLOYER ALLOWANCE MINIMUMS IN HOURLY WAGE OCCUPATIONS RECEIVING GRATUITIES.

[O2026-0024043]

Also, a proposed ordinance to amend Title 6, Chapter 105 of the Municipal Code of Chicago by modifying Section 6-105-030 to change the end dates of applicable percentage allowances for employers of covered employees in occupations customarily receiving gratuities as part of their pay; timeline changes are as follows: 24 percent of applicable minimum wage rate on and after July 1, 2025 until June 30, 2027; 16 percent of applicable minimum wage rate on and after July 1, 2027 until June 30, 2028; 8 percent of applicable minimum wage rate on and after July 1, 2028 until June 30, 2029; and that after July 1, 2029 no employer shall be entitled to an allowance for gratuities and shall pay each covered employee no less than the applicable minimum wage rate; and further, to require employers of covered employees paid less than full applicable minimum wage to provide to said employees a wage statement for each pay period including: number of wage allowance hours worked; employer-paid wage rate and total wages paid for such hours; gratuities reported by or credited to the covered employee; any additional make-up wages paid by employer; and the covered employee's effective hourly rate, all of which may be satisfied through the employees regular paystub or payroll or a model statement on the Department's website, and must also be submitted by the employer to the Department on a monthly basis, which was *Referred to the Committee on Workforce Development*.

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, three proposed orders for the issuance of permits to install signs/signboards at the

locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 1045 West Fulton Market;
[Or2026-0024044]

one sign/signboard at 727 North Milwaukee Avenue -- Permit Number 101080300; and
[Or2026-0024045]

one sign/signboard at 727 North Milwaukee Avenue -- Permit Number 101080301.
[Or2026-0024046]

Presented By

ALDERPERSON ERVIN (28th Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 2526 West Cermak Road -- Permit Number 101080638;
[Or2026-0024007]

one sign/signboard at 2526 West Cermak Road -- Permit Number 101080649; and
[Or2026-0024005]

one sign/signboard at 2551 West Cermak Road.
[Or2026-0024008]

Presented By

ALDERPERSON WAGUESPACK (32nd Ward):

Referred -- DESIGNATION OF 1229 W. CORTLAND ST./1300 -- 1422 AND 1301 -- 1511 W. CORTLAND ST./1940 -- 2076 N. KINGSBURY ST./2046 -- 2068 AND 2041 -- 2047 N. SOUTHPORT AVE./1401 -- 1443 W. DICKENS AVE./2084 -- 2166 N. DOMINICK ST./1736 -- 2082 AND 1739 -- 2077 N. THROOP ST./1400 -- 1440 AND 1401 -- 1433 W. ARMITAGE AVE./1503 -- 1523 W. WEBSTER AVE./1801 -- 1853 N. ELSTON AVE. AS LOW-AFFORDABILITY COMMUNITY.

[O2026-0023450]

A proposed ordinance designating Lots 3, 4, 5, 6, 7, 8, 9 and 10 in the Lincoln Yards North Resubdivision; together with that part of Lot 11 in Block 2 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago; together with that part of Lot 3 in Block 8 in Sheffield's Addition to Chicago; together with that part of Lots 9, 10 and 11 in Block 2 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago; and together with that part of Sub-Block 3 of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago (commonly known as 1229 West Cortland Street/1300 -- 1422 and 1301 -- 1511 West Cortland Street/1940 -- 2076 North Kingsbury Street/2046 -- 2068 and 2041 -- 2047 North Southport Avenue/1401 -- 1443 West Dickens Avenue/2084 -- 2166 North Dominick Street/1736 -- 2082 and 1739 -- 2077 North Throop Street/1400 -- 1440 and 1401 -- 1433 West Armitage Avenue/1503 -- 1523 West Webster Avenue/1801 -- 1853 North Elston Avenue) as a Low-Affordability Community, which was *Referred to the Committee on Housing and Real Estate*.

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 1755 W. FULLERTON AVE.

Also, two proposed orders for the issuance of permits to install signs/signboards at 1755 West Fullerton Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard under Permit Number 101080166; and

[Or2026-0023860]

one sign/signboard under Permit Number 101080497.

[Or2026-0023758]

Presented By

**ALDERPERSON WAGUESPACK (32nd Ward) And
ALDERPERSON LAWSON (44th Ward):**

Referred -- AMENDMENT OF CHAPTER 4-155 OF MUNICIPAL CODE BY ADDING NEW SECTION 4-155-035 REGARDING CONDITIONAL APPROVAL OF VIDEO GAMING TERMINAL LICENSES.

[O2026-0024090]

A proposed ordinance to amend Title 4, Chapter 155 of the Municipal Code of Chicago by adding new Section 4-155-035 to allow applicants for video gaming licenses to seek a 12-month conditional approval submitted to the Commissioner of Business Affairs and Consumer Protection; and to direct the Commissioner to review the application and submit approval or denial within 60 days after the applicable fee is paid, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERPERSON QUEZADA (35th Ward)
And OTHERS:**

Referred -- CALL ON U.S. CONGRESS AND PRESIDENT DONALD TRUMP TO ABOLISH IMMIGRATIONS CUSTOMS AND ENFORCEMENT (ICE) AND TO EXPAND LEGAL PATHWAYS FOR U.S. ENTRANCE AND LAWFUL PERMANENT STATUS.

[R2026-0024080]

A proposed resolution, presented by Alderpersons Quezada, Dowell, Robinson, Yancy, Hall, Ramirez, Gutiérrez, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Cruz, Waguespack, Rodríguez-Sánchez, Villegas, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, and Hadden, condemning the documented abuses, systemic violence, racial discrimination, and loss of life resulting from Immigrations Customs and Enforcement (ICE) operations; to call on the United States Congress and President Donald Trump to abolish ICE; and further, to call on the United States Congress and President Donald Trump to transform the laws and policies to expand legal pathways for peoples to gain permanent lawful status, and to enable all people in the United States to meet their basic needs and fully exercise their freedoms to stay and establish root, which was *Referred to the Committee on Immigrant and Refugee Rights*.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

Referred -- CALL ON PRESIDENT DONALD TRUMP ADMINISTRATION TO FULLY AND IMMEDIATELY ISSUE REFUNDS FOR "TRUMP TARIFFS".

[R2026-0024054]

A proposed resolution calling on the administration of President Donald Trump to fully, immediately, and efficiently issue refunds for the "Trump Tariffs" to all those affected; and to call on the companies that passed "Trump Tariffs" to their customers to commit to passing on any refunded tariffs and returning prices to "pre-Trump-Tariff" levels, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY MODIFYING SUBSECTION 26.83 AND ADDING NEW SUBSECTIONS 27.97 AND 36.37 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF W. GRAND AVE.

[O2026-0024047]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by modifying subsection 26.83 to disallow the issuance of additional package goods licenses on the northeast side of West Grand Avenue, from North Pulaski Road to North Keeler Avenue instead of North Kedvale Avenue; and by adding new subsections 27.97 and 36.37 to disallow the issuance of additional package goods licenses on the south side of West Grand Avenue, from North Hamlin Avenue to North Pulaski Road, and on the northeast side of West Grand Avenue, from North Central Park Avenue to North Hamlin Avenue, respectively, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF EAGLE COLLISION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0023887]

Also, a proposed ordinance to exempt Eagle Collision from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3909 West Grand Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON VILLEGAS (36th Ward) And
ALDERPERSON LA SPATA (1st Ward):**

Referred -- COMMISSIONER OF FLEET AND FACILITY MANAGEMENT TO IDENTIFY SUITABLE LOCATION FOR NEW SATELLITE POLICE STATION WITHIN 12TH POLICE DISTRICT.

[O2026-0024056]

A proposed ordinance directing the Commissioner of Fleet and Facility Management, in consultation with the Superintendent of Police and the alderpersons of the 1st and 36th Wards, to identify a suitable location, preferably in the West Town community, for a new satellite police station within the 12th Police District; and further, to authorize securing control over the location and the development of project schedule and budget for the new station, potentially using City's Capital Improvement Program funds, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Presented By

ALDERPERSON NUGENT (39th Ward):

Referred -- STANDARDIZATION OF PORTION OF N. KOLMAR AVE. AS "HONORARY JACQUALINE 'JACKIE' KOSTRZEWA WAY".

[O2026-0023972]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the 5100 block of North Kolmar Avenue, from West Carmen Avenue to West Foster Avenue, as "Honorary Jacqueline 'Jackie' Kostrzewa Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON VASQUEZ (40th Ward):

Referred -- TRANSFER OF YEAR 2026 FUNDS FROM 40TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0023902]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2026 funds from the 44th Ward 9008 Aldermanic Expense Account to the 0017 Wage Allowance Account to meet the necessary obligations that have been or may be incurred during Year 2026, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- CALL ON U.S. PRESIDENT DONALD TRUMP AND U.S. CONGRESS TO END AGGRESSION TOWARDS IRAN.

[R2026-0023893]

Also, a proposed resolution calling on the administration of President Donald Trump and the United States Congress to immediately end the direct and indirect use of Chicagoan taxpayer money and political leverage to the ends of regime change in Iran. Two committees having been called, the Committee on Immigrant and Refugee Rights and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules.*

Presented By

**ALDERPERSON VASQUEZ (40th Ward)
And OTHERS:**

Referred -- CALL ON U.S. PRESIDENT DONALD TRUMP AND U.S. CONGRESS TO END DIRECT AND INDIRECT USE OF TAXPAYER MONEY ON REGIME CHANGE IN IRAN.

[R2026-0024092]

A proposed resolution, presented by Alderpersons Vasquez, Robinson, Yancy, Hall, Chico, Gutiérrez, Taylor, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Cruz, Quezada, Mitts,

Lawson, Martin, Manaa-Hoppenworth, and Hadden, calling on the administration of President Donald Trump and the United States Congress to immediately end the direct and indirect use of Chicagoan taxpayer money and political leverage to the ends of regime change in Iran. Two committees having been called, the Committee on Immigrant and Refugee Rights and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 221 West Hubbard Street;

[Or2026-0023907]

one sign/signboard at 33 West Illinois Street; and

[Or2026-0023908]

one sign/signboard at 350 North Orleans Street.

[Or2026-0023905]

Presented By

ALDERPERSON KNUDSEN (43rd Ward):

Referred -- STANDARDIZATION OF PORTION OF N. CLEVELAND AVE. AS "MABLE HAWKINS WAY".

[O2026-0023828]

A proposed ordinance directing the Commissioner of Transportation to take the necessary

action for the standardization of North Cleveland Avenue, from West North Avenue to West Eugenie Street, as "Mable Hawkins Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON LAWSON (44th Ward):

Referred -- EXEMPTION OF 3133 N HALSTED LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0023435]

A proposed ordinance to exempt 3133 N Halsted LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 751 West Briar Place, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON GARDINER (45th Ward):

Referred -- VACATION OF PUBLIC ALLEY IN AREA BOUNDED BY N. MELVINA AVE., W. HIGGINS AVE., N. MOBILE AVE., AND W. FOSTER AVE.

[O2026-0023406]

A proposed ordinance authorizing the vacation of the south 17.00 feet of the north 50.00 feet of the east/west right-of-way of West Foster Avenue in the northeast quarter of the west half of the southwest quarter of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian within the area bounded by North Melvina Avenue, West Higgins Avenue, North Mobile Avenue, and West Foster Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTION OF N. LARNED AVE. AS "BERNADETTE COLLETTI WAY".

[O2026-0023794]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of North Larned Avenue, between North Lynch Avenue and North Ludlam Avenue, as "Bernadette Colletti Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON CLAY (46th Ward):

Referred -- AMENDMENT OF SECTION 14X-8-802.2.2 OF MUNICIPAL CODE TO MODIFY MINIMUM TEMPERATURE REQUIREMENTS OCCUPANTS MAY SECURE WITHIN DWELLING UNITS AND SLEEPING UNITS.

[O2026-0024086]

A proposed ordinance to amend Title 14X, Chapter 8, Section 802.2.2 of the Municipal Code of Chicago to establish an exception to the heating requirements in dwelling and sleeping units in buildings where the same facilities are used to provide heating and cooling; such exceptions are that: between September 15 and September 30, unit occupants may secure 60 degrees Fahrenheit (16 degrees Celsius) prior to the first date when nighttime outdoor temperatures fall below 45 degrees Fahrenheit (7 degrees Celsius); between October 1 and October 31, unit occupants may secure 64 degrees Fahrenheit (18 degrees Celsius) prior to the first date when nighttime outdoor temperatures fall below 45 degrees Fahrenheit (7 degrees Celsius); and between April 1 and June 1, unit occupants may secure 64 degrees Fahrenheit (18 degrees Celsius) on or after the first date when daytime outdoor temperatures exceed 75 degrees Fahrenheit (24 degrees Celsius), which was *Referred to the Committee on Housing and Real Estate*.

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY MODIFYING SUBSECTION 46.10 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. SHERIDAN RD.

[O2026-0024057]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting the portion of subsection 46.10 which restricted the issuance of

additional package goods licenses on the east side of North Sheridan Road, from West Ainslie Street to West Lakeside Place, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON MARTIN (47th Ward):

Referred -- AMENDMENT OF CHAPTER 2-84 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-84-530 PROHIBITING USE OF ARTIFICIAL INTELLIGENCE IN CREATING WRITTEN POLICE REPORTS OR LAW ENFORCEMENT RECORDS.

[O2026-0024089]

A proposed ordinance to amend Title 2, Chapter 84 of the Municipal Code of Chicago by adding new Section 2-84-530 to prohibit any sworn or civilian member of the Police Department from using artificial intelligence, in whole or in part, to write, prepare, or create any written police report or other law enforcement record, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERPERSON MANAA-HOPPENWORTH (48th Ward):

Referred -- CALL FOR HEARING ON WAYMO TECHNOLOGIES PROPOSED PLANS FOR OPERATION IN CHICAGO.

[R2026-0023967]

A proposed resolution calling on the Committee on Pedestrian and Traffic Safety to hold a hearing with the Chicago Department of Transportation, the Department of Business Affairs and Consumer Protection, and Waymo, to discuss Waymo Technology and proposed plans in the city, public safety and responsible use, infrastructure needs, and education outreach. Two committees having been called, the Committee on Immigrant and Refugee Rights and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*.

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 48.46 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. DEVON AVE.

[O2026-0023801]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 48.46 which restricted the issuance of additional package goods licenses on the south side only of West Devon Avenue, from North Glenwood Avenue to North Lakewood Avenue, added in via the *Journal of the Proceedings of the City Council of the City of Chicago* of November 8, 2017, page 59330, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERPERSON HADDEN (49th Ward),
ALDERPERSON HOPKINS (2nd Ward) And
ALDERPERSON CRUZ (30th Ward):**

Referred -- AMENDMENT OF TITLE 13 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 13-150 ESTABLISHING REQUIREMENTS FOR BIRD-FRIENDLY BUILDING DESIGN.

[O2026-0024083]

A proposed ordinance to amend Title 13 of the Municipal Code of Chicago by adding new Chapter 13-150 for the purpose of reducing bird mortality caused by collisions with buildings and structures in Chicago by establishing bird-friendly design standards for specified construction, renovation, and building features; to define bird-friendly building material as any glazing, facade material, or exterior surface treatment that is designed, treated, constructed, or installed to deter bird collisions and that: is a material with an American Bird Conservancy (ABC) Threat Factor Rating of 25 or less; is a transparent or reflective material or surface that incorporates permanent visual markers or other treatments that complies with the ABC Prescriptive Rating Criteria; has exterior surfaces that are effectively screened, shaded, or covered with no gaps exceeding 12 inches in any horizontal or vertical dimension; or uses continuous-surface materials whose exterior surface reflectivity and gloss readings comply with the ABC Prescriptive Rating Criteria; and to require that 100 percent of glazing on buildings consist of bird-friendly material for all new construction, renovations, auxiliary structures, and all high-risk building features within the bird activity zone; and further, to exempt coach houses, detached houses, townhouses, two-flats, or residential buildings of three dwelling units or less, as well as renovations, alterations, or additions to multi-residential buildings of four to six dwelling units. Two committees having been called, the Committee on Zoning, Landmarks and Building Standards and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (February 18, 2026)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, February 18, 2026 at 10:00 A.M., signed by her as such City Clerk.

Alderman Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AMENDMENT OF SECTION 2-78-120 OF MUNICIPAL CODE BY ADDING SUBSECTION (F-5) TO MODIFY POWERS AND DUTIES OF CIVILIAN OFFICE OF POLICE ACCOUNTABILITY TO INCLUDE CONDUCTING INVESTIGATIONS INTO COMPLAINTS MADE AGAINST MEMBERS OF POLICE DEPARTMENT.

[O2025-0020004]

On motion of Alderperson Fuentes, the City Council took up for consideration the report of a Joint Committee, comprised of the members of the Committee on Police and Fire and the members of the Committee on Immigration and Refugee Rights, deferred and published in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 18, 2026, page 41013, recommending that the City Council pass the proposed ordinance printed on pages 41013 and 41014 amending Municipal Code Section 2-78-120 to modify the power and duties of the Civilian Office of Police Accountability to include conducting investigations into complaints made against members of the Police Department.

Alderperson Lopez motioned to re-refer the proposed ordinance to the Committee on Police and Fire.

Alderperson Fuentes moved to lay on the table Alderperson Lopez's motion to re-refer.

The clerk then called the roll and the motion to *Lay on the Table* Alderperson Lopez's motion *Prevailed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Lee, Ramirez, Gutiérrez, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Quezada, Villegas, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 28.

Nays -- Alderpersons Hopkins, Mitchell, Harris, Beale, Chico, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Tabares, Scott, Mitts, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 20.

Thereupon, on motion of Alderperson Fuentes, the said proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-78-120 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-78-120 Office and Chief Administrator -- Powers and duties.

The Office and Chief Administrator shall have the following powers and duties:

(Omitted text is unaffected by this ordinance.)

(f) To conduct investigations into complaints against members of the Police Department alleging improper search or seizure of either individuals or property, or unlawful denial of access to counsel;

(f-5) To conduct investigations into complaints against members of the Police Department alleging violation of Chapter 2-173 of this Code;

(g) To forward all complaints filed against members of the Police Department, other than those set forth in paragraphs (b) -- (f-5) of this section, to the Police Department's Bureau of Internal Affairs;

*SECTION 9. This ordinance shall take effect upon passage and approval.

MISCELLANEOUS BUSINESS.

AMENDMENT OF SECTION 6-105-030 OF MUNICIPAL CODE ENTITLING EMPLOYERS OF OCCUPATIONS WHERE GRATUITIES ARE CUSTOMARY TO AN ALLOWANCE FOR GRATUITIES AS PART OF HOURLY WAGE RATE NOT TO EXCEED 24 PERCENT OF MINIMUM WAGE RATE.

[SO2025-0017549]

Aldersperson Nugent moved to *Discharge* the Committee on Committees and Rules from further consideration of an ordinance amending Municipal Code Section 6-105-030 regarding the minimum hourly wage in occupations receiving gratuities. The motion *Prevailed* by a viva voce vote.

Aldersperson Nugent then moved to substitute for the ordinance discharged from committee.

Aldersperson Ervin moved to refer the substitute ordinance to the Committee on Workforce Development.

Aldersperson Beale stated that Aldersperson Ervin's motion to refer the substitute ordinance to committee was out of order.

Aldersperson Hadden moved to lay on the table Aldersperson Nugent's motion to substitute.

The chair determined that Aldersperson Ervin's motion to refer the substitute ordinance to committee was out of order for the matter was not substituted yet and that Aldersperson Hadden's motion to lay on the table the substitute ordinance was now before the body.

* Editor's Note: Numbering sequence error; Sections 2 -- 8 missing in original document.

The clerk called the roll and the motion to lay on the table the proposed substitute ordinance was lost by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Robinson, Hall, Ramirez, Gutiérrez, Rodríguez, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Quezada, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 18.

Nays -- Alderpersons Hopkins, Dowell, Yancy, Mitchell, Harris, Beale, Chico, Lee, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Tabares, Scott, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 30

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

Aldersperson Ervin moved to refer the substitute ordinance to the Committee on Workforce Development.

The Chair clarified that the motion now before the body was the motion to substitute.

The clerk called the roll and the motion to substitute *Prevailed* by yeas and nays as follows:

Yeas -- Alderpersons Hopkins, Dowell, Yancy, Mitchell, Harris, Beale, Chico, Lee, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Tabares, Scott, Burnett, Ervin, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 33.

Nays -- Alderpersons La Spata, Robinson, Hall, Ramirez, Gutiérrez, Rodríguez, Sigcho-Lopez, Fuentes, Taliaferro, Cruz, Rodríguez-Sánchez, Quezada, Clay, Martin, Manaa-Hoppenworth, Hadden -- 16.

Aldersperson Ervin then moved to refer the substitute ordinance to the Committee on Workforce Development.

Aldersperson Beale moved to lay on the table Aldersperson Ervin's motion to refer the substitute ordinance to committee.

The clerk called the roll and the motion to *Lay on the Table Prevailed* by yeas and nays as follows:

Yeas -- Alderpersons Hopkins, Dowell, Yancy, Mitchell, Harris, Beale, Chico, Lee, Quinn, Lopez, Coleman, Curtis, O'Shea, Tabares, Scott, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 28.

Nays -- Alderpersons La Spata, Robinson, Hall, Ramirez, Gutiérrez, Moore, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Quezada, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 21.

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

Thereupon, on motion of Alderperson Nugent, the said proposed substitute ordinance was Passed by yeas and nays as follows:

Yeas -- Alderpersons Hopkins, Dowell, Yancy, Mitchell, Harris, Beale, Chico, Lee, Quinn, Lopez, Coleman, Curtis, O'Shea, Mosley, Tabares, Scott, Burnett, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 30.

Nays -- Alderpersons La Spata, Robinson, Hall, Ramirez, Gutiérrez, Moore, Rodríguez, Sigcho-Lopez, Fuentes, Taliaferro, Cruz, Rodríguez-Sánchez, Quezada, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 18.

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 6-105-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

6-105-030 Minimum hourly wage in occupations receiving gratuities.

(a) Every Employer of a Covered Employee engaged in an Occupation in which Gratuities have customarily constituted part of the remuneration is entitled to an allowance for gratuities as part of the hourly wage rate provided in Section 6-105-020(b) in an amount not to exceed: 24% of the applicable minimum wage rate.

~~(1) 40 percent of the applicable minimum wage rate until July 1, 2024.~~

~~(2) 32 percent of the applicable minimum wage rate on and after July 1, 2024, until and including June 30, 2025.~~

~~(3) 24 percent of the applicable minimum wage rate on and after July 1, 2025, until and including June 30, 2026.~~

~~(4) 16 percent of the applicable minimum wage rate on and after July 1, 2026, until and including June 30, 2027.~~

~~(5) 8 percent of the applicable minimum wage rate on and after July 1, 2027, until and including June 30, 2028.~~

~~(6) On and after July 1, 2028, an employer shall not be entitled to an allowance for gratuities and shall pay each Covered Employee no less than the applicable minimum wage rate.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance takes effect upon passage and publication.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

Mayor Johnson recognized the following guests in attendance to honor the late Reverend Jesse Jackson: Bathsheba Draper, friend of family; Janette Wilson, senior advisor to Rainbow PUSH; Anita Ponder, friend of family; Jan Camps, aide to Mrs. Jackson; Yusef Jackson, son, chief executive officer of Rainbow PUSH; Santita Jackson, daughter; Jesse Jackson, Jr., son; Johnathan Jackson, son; Mother Jackson, wife of late Jesse Jackson, Sr.; Carolyn Curry, friend of family; Dara Holmes, friend of family; Belvon Walker, friend of family;

Mayor Johnson also recognized the following guests in attendance in celebration of Women's History Month: Velda Brunner; Tina Feldstein, founder of the Prairie District Neighborhood Alliance and South Loop Farmer's Market; Neveah Gilbert; Jean Clark; America Campos; Domyinique Smith; Wanda Molina; Eva Arocho; Martha Cartagena; Sandra Ruiz; Jane Lau; Maria Estrella; Sandy Rui;

Alderperson Moore recognized the following guests in attendance to honor the Savoy Big Five for their contributions to the City of Chicago: Dana London, granddaughter of Byron "Fat" Long; Angelica London, great-granddaughter of Byron "Fat" Long; Andria Smith, granddaughter of Al "Runt" Pullins; Ariana Smith, great-granddaughter of Al "Runt" Pullins;

Alderperson Rodríguez recognized the following guests in attendance celebrating ARISE's 35th anniversary: Laura Garza, executive director; Shelly Ruzicka, communications and finance director; Moises Zavala, worker center director; Adam Kader, public policy director;

Aldersperson Lopez acknowledged the following guests in attendance in celebration of a twinning ceremony between St. Rita of Cascia Parish in Chicago and the Basilica of St. Rita of Cascia in Cascia, Italy: City of Cascia delegation: Samuele Aloisi, councilor; Maria Barbeta; Krzysztof Andrzej Bialowas, priest; Valeria Carella; Francesco Carlini, press officer; Father Giustino Casciano, OSA, rector, Basilica of St. Rita of Cascia; Alfredo Cherubini, committee president, Casci Committee Delegation for St. Rita; Simona Consolini; Daniela Consolini; Camillo Maria Cutolo; Maria Brigida D'Ottavio; Marta Dal Maso; Mario De Carolis, Mayor; Simone Desantis, director of Santa Rita Operation; Luisa Di Curzio, council president; Maurizia Di Curzio, Santa Rita Monastic; Marco Emili, Deputy Mayor; Ada Emili; Martina Grillotti, press officer; Cristina Leopardi; Alessandra Lepri, councilor; Fabio Lupi; Maurizio Madonia Ferraro, school director; Rebecca Manacorda; Roberto Mattei, committee councilor, Casci Committee Delegation for St. Rita; Michele Mattioli; Alessandra Paoloni, Santa Rita Monastic; Antonella Persiani; Angelo Piergentili, President of Santesi S. Antonio; Massimiliano Presciutti, Provincial President; Niccolò Sabatini, assessor; Marcella Selvetti; Davide Travagli, priest; Stefano Veschini; St. Rita of Cascia Parish in Chicago staff: Alejandro Guevara, operations director; Reverend Samuel Joutras, associate pastor; America Juarez, co-coordinator of evangelization; Marco Lopez director of Lifelong Faith Formation; Brother David Marshall, musical director; Hector Salazar, co-coordinator of evangelization; Reverend Homero Sanchez, pastor;

Aldersperson Mosley recognized Perspective Charter School's students and staff in attendance celebrating their 7th and 8th grade girls' basketball championship win: chaperones: Jasmine Morales, principal; Trishara Tillman, teacher/coach; Reggie Lee, Coach; Tiray Jackson, athletic director; students: Rihanna Bagsby; Aubrey Laport; Tatiana Thomas; Cassidy Banks; Chanel Dowling; Skyler Hamilton;

Aldersperson Rodríguez-Sánchez recognized the following guests in attendance celebrating the North River Commission's Community Choice Awards: Eve Miller, director of community impact, North River Commission; Kay Villamin, executive director, North River Commission; Farah El-Nahal, economic development specialist, North River Commission; Karen Milroy, economic development specialist, North River Commission; Caelin Muniz, economic development specialist, North River Commission; Justin Valas, NRC board member and owner of Restored Bookshop; Patricia Eldridge, NRC board president; Zarya Mustafa, owner of Nubar Café;

Aldersperson Rodríguez-Sánchez also recognized Alita Taledo on her 90th birthday and thanked her for over 25 years of service in the City Clerk's office;

Aldersperson Hadden recognized and thanked the following 49th Ward Youth Leadership Council representatives for their leadership and contributions to the 49th Ward: Tony Sandifer, manager of outreach; Sullivan High School students: Imisi Adeyoe; Olaolu Randle; Boluwatife Banjo; Hamidah Binti Mohammad Ilbal; Lucie Pauni; Owjimi Abiodun; Sienna Maxie; Moza Assani; Tinuola Adigun; Tyrus Reese;

Aldersperson Clay and Aldersperson Dowell acknowledged and thanked Miriam Owens and Natalie Butler from The People's Music School in celebration of its 50th Anniversary;

Susan Cappello, newly appointed Commissioner of Chicago Animal Care and Control, accompanied by Jim Cappello, Spouse; Chicago Animal Care and Control staff: Armando Tejada; Angela Rayburn; Arthur Hamilton; Doniella Felton; Chloe Snowden-Morgan;

Lakenya White, newly appointed Chief of the Civilian Office of Accountability, accompanied by Sheila White, Mother; Sian Long, Partner; Civilian Office of Accountability staff: Shannon Hayes; Carlos Rivas; Cynthia Erno; Angie Snell; Jennifer Rottner; Steffany Hreno; Carlos Rivas; Kim Schiller; Deja McDaniel; Daisha Muhammad; Matt Jones; Mack Thurman.

Time Fixed For Next Succeeding Regular Meeting.

[O2026-0024102]

By unanimous consent, Aldersperson Mitchell presented a proposed ordinance which reads as follows:

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

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on April 15, 2026, beginning at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Aldersperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

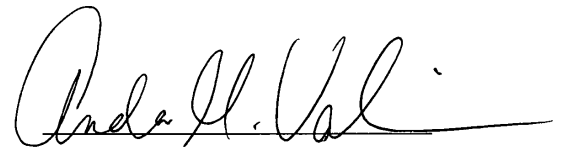
Yeas -- Alderspersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez,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

Nays -- None.

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

Adjournment.

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 15, 2026, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in black ink, appearing to read "Andrea M. Valencia", with a long horizontal flourish extending to the right.

ANDREA M. VALENCIA,
City Clerk.

41858

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