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

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Regular Meeting -- Wednesday, May 20, 2026

at 10:00 A.M.

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

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**OFFICIAL RECORD.**

**VOLUME I**

**BRANDON JOHNSON**
**Mayor**

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

*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*
Regular Meeting -- Wednesday, May 20, 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.

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## Call To Order.

On Wednesday, May 20, 2026 at 10:26 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons La Spata, Hopkins, Dowell, Yancy, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Moore, Curtis, Mosley, Tabares, Scott, Sigcho-Lopez, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Silverstein -- 38.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons Coleman, Taylor, Clay and Hadden submitted requests, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely.

Thereupon, the members physically present in the Chamber accepted by a unanimous viva voce vote, the request by Alderpersons Coleman, Taylor, Clay and Hadden to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 42 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.

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## Invocation.

Rabbi Shoshanah Conover from Temple Sholom of Chicago opened the meeting with prayer.

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## PUBLIC COMMENT.

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

Sam Toia

Katia Balba

Jessica Swim

Albin Poothrail

Jourdan Sorrell

Jane Ruby

Darren Bailey

Shakila Fro

Pastor Sandie A. Norman

Judy Rurik

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:

April Guevara Espinoza

Mariah Moreno Mata

John Paul Jones

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At this point in the proceedings, City Clerk Valencia was granted leave of the Body to extend appreciation to Darlean Jackson on her retirement. Reflecting on Ms. Jackson's long and distinguished tenure with the Office of the City Clerk spanning over four decades, City Clerk Valencia declared her a dedicated team member who demonstrated the qualities of a true dedicated public servant. Ms. Jackson was consistently helpful, encouraging, and a source of joy within the workplace, Clerk Valencia stated, and someone on whom everyone could rely. Expressing gratitude to Ms. Jackson for 44 years of "love and loyalty" to the City, Clerk Valencia conveyed her best wishes as Ms. Jackson begins a well-earned and new chapter in her life.

[Resolution honoring Darlean Jackson for her service to the City of Chicago printed on pages 44342 and 44343 of this *Journal.*]

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## *REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.*

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*Rules Suspended* -- TRIBUTE TO LATE AMISHA PATEL.

[R2026-0025405]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hall, Manaa-Hoppenworth, Hadden, Fuentes, Chico, Martin, Moore, Reilly, Dowell, Mosley, Vasquez, Quinn, Rodríguez and City Clerk Valencia, a resolution honoring Amisha Patel.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, Amisha Patel was born on May 30, 1975, in Chicago, Illinois, to Indian immigrant parents Kusum Patel and Arvind Patel; and

WHEREAS, Amisha Patel dedicated her life to organizing and empowering working people, immigrants, women, young people, and communities of color through grassroots activism, coalition building, political education, and movement leadership; and

WHEREAS, Amisha Patel served for six years as Community Coordinator for SEIU Local 73 in Chicago, where she organized hospital employees and Head Start workers into a union and worked alongside community leaders to oppose school closures and defend public education; and

WHEREAS, In 2007, Amisha Patel became Executive Director of Grassroots Collaborative, a community-labor coalition uniting organizations across Chicago to fight for fully funded public education, affordable housing, economic justice, and critical public services, and during her fifteen years of leadership she strengthened the organization's impact and deepened its commitment to racial and economic justice; and

WHEREAS, Amisha Patel co-founded United Working Families, an independent political organization committed to building multiracial political power and electing progressive leaders at the local, state, and national levels, helping transform the landscape of Chicago politics and supporting leaders including Congresswoman Delia Ramirez and Mayor Brandon Johnson; and

WHEREAS, Following the historic election of Mayor Brandon Johnson in 2023, Amisha Patel served as a senior advisor to the Mayor-Elect's transition committee, helping shape a vision for a more equitable and inclusive City of Chicago; and

WHEREAS, Throughout her career, Amisha Patel mentored and trained thousands of organizers, workers, and residents on issues of race, class, gender, labor rights, democracy, and public investment, while advocating for higher wages, equitable development, and stronger neighborhood communities throughout Chicago; and

WHEREAS, Amisha Patel also contributed her voice and insight through published writings and commentary in outlets including Grain's Chicago Business, In These Times, Bill Moyers, and the *Chicago Sun-Times*; and

WHEREAS, Amisha Patel met her wife, Neena Hemmady, through the South and West Asian LGBTQ women-focused organization Khuli Zaban, and they were married at the Chicago Teachers Union Jackie Vaughn Hall in August 2019 and parented two children together; and

WHEREAS, Amisha Patel lived a life grounded in love, justice, creativity, healing, and community, and her brilliance, generosity, and unwavering commitment to social transformation touched countless lives and helped redefine what solidarity and people-powered leadership could look like in the City of Chicago; and

WHEREAS, Amisha Patel passed away at her home on April 24, 2026, surrounded by loved ones, following a courageous nine-year battle with cancer; and

WHEREAS, Amisha Patel is survived by her wife, Neena Hemmady; her mother, Kusum Patel; her children, Ayush Hemmady-Wright and Varsha Hemmady-Wright; her brothers, Nitin Hemmady (Weiwen) and Amit Patel (Vaishali); her siblings, Vishal Patel, Meridith Embry, Sahil Patel, and Anishi Patel; and countless chosen family members, colleagues, comrades, and friends; and she was preceded in death by her father, Arvind Patel; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 20th day of May 2026, do hereby honor the life, legacy, and extraordinary contributions of Amisha Patel, whose vision, compassion, and leadership helped shape a more just, equitable, and democratic City of Chicago; and

*Be It Further Resolved*, That we extend our deepest sympathy and condolences to the family, friends, colleagues, and loved ones of Amisha Patel; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Amisha Patel as a symbol of the City of Chicago's respect, gratitude, and enduring admiration.

On motion of Alderperson Quezada, seconded by Alderpersons Rodríguez and Fuentes, the foregoing resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined with the members of the City Council in expressing his heartfelt condolences to the family of the late Amisha Patel. Ms. Patel was a "true Chicagoan and an amazing human being who fought for social, racial, and economic justice", the Mayor declared, and "dedicated her life to advocating for, uplifting, and empowering the people of this city through organizing and

educating". Reflecting on Ms. Patel's service as senior advisor on Mayor Johnson's transition team in 2023 as he was preparing to assume office, the Mayor recalled the many hours spent working together to ensure that his administration started successfully with a focus on putting people first, and where progressive policies could truly make a difference for people in every community of Chicago, regardless of zip code. Mayor Johnson again expressed his deepest condolences to the Patel family and stated that the contributions that Amisha Patel made to Chicago and its people "will truly be felt for generations to come".

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*Rules Suspended* -- DESIGNATION OF MAY 2026 AS JEWISH AMERICAN HERITAGE MONTH IN CHICAGO.

[R2026-0025370]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Silverstein, Hall, Taliaferro, Dowell, Hadden, Villegas, Manaa-Hoppenworth, Knudsen, Martin, Ervin, Rodríguez, Lawson, La Spata, Reilly, Gutiérrez, Clay, O'Shea, Nugent, Lee, Waguespack, Sigcho-Lopez, Scott, Sposato, Moore, Cardona, Quezada, Lopez, Mitts, Fuentes, Chico, Vasquez, Quinn, Mosley and City Clerk Valencia, a resolution honoring Jewish-American Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, Jewish Americans have helped shape Chicago since the first Jewish immigrants arrived in the 1840s, contributing to the City's economic, civic, cultural, and social development; and

WHEREAS, Early Jewish Chicagoans played a foundational role in building Chicago's commercial sector, with immigrant entrepreneurs establishing Chicago businesses that helped define Chicago's reputation as a national center for retail, manufacturing, and commerce; and

WHEREAS, Jewish residents significantly contributed to the development of Chicago's civic and social-service infrastructure, founding essential institutions such as Michael Reese Hospital, which provided critical health care and social support for generations of Chicagoans; and

WHEREAS, Mount Sinai Hospital, founded in 1912 as Maimonides Hospital to serve Eastern European Jewish immigrants and reopened in 1919 with a commitment to community-centered care, has grown into a major social safety net hospital on Chicago's West Side, currently a level-1 trauma center and providing vital programs in maternal and child health, community-based services, and emergency medicine, maintaining its role as an anchor healthcare institution and safety-net hospital for some of Chicago's most underserved communities; and

WHEREAS, Jewish Chicagoans have historically been central to labor activism, particularly among Eastern European Jewish immigrants who energized the city's garment and manufacturing sectors and helped organize labor protections for industrial workers during Chicago's growth into a national economic powerhouse; and

WHEREAS, Jewish cultural and educational institutions, numerous historic synagogues, and vibrant neighborhood cultural hubs in areas such as Maxwell Street, Bronzeville, Lawndale, and West Ridge have enriched Chicago's artistic, intellectual, and multicultural landscape; and

WHEREAS, Chicago-born Viola Spolin, daughter of Russian-Jewish immigrants, whose theater games, developed while working with immigrant communities on Chicago's West Side and at Hull House, laid the foundation for modern improv and directly shaped the creation of The Second City through her son Paul Sills, establishing Chicago as the historic and ongoing home of globally influential improv figures; and

WHEREAS, Jewish-American athlete Sid Luckman, longtime quarterback of the Chicago Bears from 1939 to 1950, revolutionized professional football by mastering and advancing the T-formation offense, leading the Bears to four NFL championships (1940, 1941, 1943, 1946) and earning recognition as one of the greatest long-range passers of his era; and

WHEREAS, Chicago-born American-Israeli activist Rachel Goldberg-Polin became one of the most prominent voices advocating for the release of hostages taken during the October 7, 2023 Hamas attacks, following the abduction and later murder of her son, Hersh, and carried her message to world leaders, the United Nations, major international media platforms, and national gatherings, making her a leading symbol of courage, perseverance, and conscience on the world stage; and

WHEREAS, Chicagoan Hannah G. Solomon, founder of the National Council of Jewish Women, distinguished herself as a pioneering leader whose lifelong dedication to organizing communities for social improvement advanced civic welfare on local, national, and international levels; and whose profound contributions, including the establishment of the Jewish Women's Congress, her leadership in expanding social services for women and immigrants, her collaboration with key reformers such as Jane Addams, and her advocacy for child welfare, public health, and community reform, have left an enduring legacy of principled service; and

WHEREAS, Julius Rosenwald, philanthropist, president of Sears, Roebuck & Company, and founder of the Julius Rosenwald Fund, devoted his wealth to advancing educational opportunity and social progress for all, and directed more than $70 Million toward public schools, colleges, universities, museums, Jewish charities, and African American institutions; and partnered with Booker T. Washington to found over 5,000 "Rosenwald Schools" across the rural South through a matching-grant model that empowered local Black communities and transformed access to education during segregation, through the Rosenwald Fund; and he further strengthened America's cultural and intellectual landscape by awarding fellowships to African American artists, writers, scholars advancing a generation of leaders whose contributions shaped the arts, civil rights, and public life; and

WHEREAS, Generations of Jewish-American Chicagoans have contributed and continue to contribute to every aspect of life in our beloved city; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 20th day of May 2026, do hereby designate the month of May 2026 as Jewish American Heritage Month; formally recognize and honor the historic and ongoing contributions of Jewish Americans who have helped build and strengthen the City's commercial enterprises, cultural institutions, civic leadership, and social fabric; and reaffirm our commitment to supporting and celebrating the Jewish community, combating antisemitism in all its forms, and continuing to uplift the legacy of Jewish Americans in Chicago; and

*Be It Further Resolved*, That the people of Chicago are encouraged to celebrate Jewish American Heritage Month through education, reflection, and the promotion of cultural understanding, in recognition of the profound and lasting contributions of Jewish Americans to our City and the nation.

On motion of Alderperson Harris, seconded by Alderpersons Silverstein, Lawson, Lee, La Spata, Knudsen, Lopez, Clay and Robinson, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

*Nays* -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined with the members of the City Council in honoring May as Jewish American Heritage Month. Chicago is home to a proud and vibrant Jewish American community that have made an indelible legacy to our city and helped to make Chicago the global city it is today, the Mayor declared. The influence of Jewish Americans can be seen throughout our city in restaurants, the arts, and world-renowned institutions and museums, the Mayor stated, and their contributions to the economy, sciences, and government have touched every corner of our city and made Chicago better. Mayor Johnson then conveyed his appreciation to Alderperson Debra Silverstein and all Jewish Americans who represent our city on various levels of government and declared the importance for all Chicagoans to come together to celebrate our Jewish American community and by doing so, allow us to reflect on the hardships of the past while also looking ahead to a brighter future. Noting the rise of antisemitism and violence against Jewish people, Mayor Johnson called upon all Chicagoans to stand together to protect and advocate for our Jewish communities and maintained that by celebrating and recognizing the contributions of Jewish Americans we help keep the vibrant history, culture, and traditions of our Jewish community thriving for generations to come.

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*Rules Suspended* -- DESIGNATION OF MAY 2026 AS ASIAN AMERICAN, NATIVE HAWAIIAN AND PACIFIC ISLANDER MONTH IN CHICAGO.

[R2026-0025372]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Lee, Manaa-Hoppenworth, Silverstein, Hall, Taliaferro, Dowell, Hadden, Villegas, Knudsen, Martin, Ervin, Rodríguez, Lawson, La Spata, Reilly, Gutiérrez, Clay, O'Shea, Nugent, Waguespack, Sigcho-Lopez, Scott, Sposato, Moore, Cardona, Quezada, Lopez, Mitts, Fuentes, Vasquez, Quinn, Chico, Mosley and City Clerk Valencia, a resolution honoring Asian-American, Native Hawaiian, and Pacific Islander Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, May is recognized in the City of Chicago as Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month; and

WHEREAS, The origins of the official United States federal acknowledgement of AANHPI heritage are attributed to the efforts of Jeanie Jew, a fourth-generation Chinese American former congressional staffer, and several others involved in the Asian American Movement, to honor the cultures, histories, and contributions of American communities whose lineages trace to the Asian continent and the Pacific Islands of Melanesia, Micronesia, and Polynesia; and

WHEREAS, A joint Congressional resolution was signed into law in 1978, designating the first week of May as Asian/Pacific American Heritage Week to commemorate two milestones: the arrival of the first Japanese immigrants to the United States on May 7, 1843, and the completion of the transcontinental railroad, constructed in large part by Chinese immigrant laborers, on May 10, 1869; and

WHEREAS, In 1992, Asian/Pacific American Heritage Week was expanded by law to recognize the entire month of May as Asian/Pacific American Heritage Month, and in 2021, a Presidential Proclamation reaffirmed the observance as Asian American, Native Hawaiian, and Pacific Islander Heritage Month; and

WHEREAS, Alderperson Nicole Lee of the 11th Ward became the first Chinese American and first Asian American woman to serve on the City Council upon first assuming office on March 28, 2022; and

WHEREAS, Alderperson Leni Manaa-Hoppenworth of the 48th Ward became the first Filipina American to serve as alderperson upon assuming office on May 15, 2023; and

WHEREAS, Asian Americans and Pacific Islanders represent Chicago at various levels of the State and federal governments, including U.S. Senator Tammy Duckworth, U.S. Representative Raja Krishnamoorthi, Cook County Commissioner Josina Morita, Illinois State Senator Ram Villivalam, and Illinois State Representatives Theresa Mah, Hoan Huynh, Kevin Olickal, and Abdelnasser Rashid; and

WHEREAS, The United States Census Bureau estimates Chicago's AANHPI population to be 7.2 percent, and according to the Office of Inspector General's demographic dashboard, 4.9 percent of the City of Chicago's employees identify as AANHPI; and

WHEREAS, During Asian American, Native Hawaiian, and Pacific Islander Heritage Month, the City of Chicago recognizes and celebrates the diverse and vibrant cultures, traditions, and achievements of these communities and honors their lasting contributions to the life of this City; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 20th day of May 2026, do hereby proclaim May 2026 as "Asian American, Native Hawaiian, and Pacific Islander Heritage Month" in the City of Chicago, and call upon all Chicagoans to observe this month and celebrate the rich histories, diverse cultures and remarkable contributions of our AANHPI communities.

On motion of Alderperson Harris, seconded by Alderpersons Manaa-Hoppenworth, Sigcho-Lopez, Vasquez, Clay, Ramirez and Lee, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

*Nays* -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined with the members of the City Council in commemorating May as Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month. Proclaiming Chicago as home to a proud and vibrant AANHPI community whose culture, traditions and history have greatly contributed to the fabric of our city, Mayor Johnson lauded the great achievements by the AANHPI community across many fields, including the great strides in every level of government both here in Chicago and across the country, and conveyed his appreciation to Alderperson Nicole Lee, Alderperson Leni Manna-Hoppenworth, and all Asian American and Pacific Islanders who represent our city on various levels of government. "Our city is what it is today because of our diversity and the rich mixture of culture and traditions that together have made Chicago a truly welcoming and global city", the Mayor asserted, and called upon all Chicagoans, this month and every month, to "come together to celebrate, uplift, and support our AANHPI community, and embrace our shared humanity that defines the soul of Chicago".

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*Rules Suspended* -- DESIGNATION OF MAY 2026 AS "HAITIAN-AMERICAN HERITAGE MONTH" IN CHICAGO.

[R2026-0025371]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Yancy, Silverstein, Hall, Taliaferro, Dowell, Hadden, Villegas, Manaa-Hoppenworth, Knudsen, Martin, Ervin, Rodríguez, Lawson, La Spata, Reilly, Gutiérrez, Clay, O'Shea, Nugent, Lee, Waguespack, Sigcho-Lopez, Scott, Rodríguez, Sposato, Moore, Cardona, Quezada, Lopez, Mitts, Vasquez, Quinn, Fuentes, Chico, Mosley and City Clerk Valencia, a resolution honoring Haitian Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, The histories of Chicago and Haiti are inextricably intertwined; and

WHEREAS, Historians of Chicago recognized a Haitian-born man named Jean Baptiste Point du Sable as the City's earliest non-native permanent resident and founder of Chicago; and

WHEREAS, Haiti had a pavilion at the World's Columbian Exposition held in Chicago in 1893, and appointed Frederick Douglass as one of its representatives; and

WHEREAS, The City of Chicago is committed to celebrating the Haitian-American community, culture, language, experiences, and contributions that enrich and strengthen our City; and

WHEREAS, The City of Chicago has a long and rich history of honoring the legacy of the City's founder by naming many monuments, public buildings, points of interest, and landmarks after him, such as in 1934 opening DuSable High School in the Bronzeville community; in 1965 constructing Pioneer Court at the site of du Sable's homestead and erecting a large bronze bust of du Sable at the site in 2009; in 1968, the Ebony Museum of Negro History and Art was renamed in honor of DuSable; Mayor Harold Washington announced plans to create DuSable Park in 1987; renaming the Michigan Avenue Bridge as the DuSable Bridge in October 2010; and in 2021 Lake Shore Drive was renamed in DuSable's honor; and

WHEREAS, An estimated 2.5 million people in the United States are of Haitian descent and approximately 40,000 of them live in Chicago; and

WHEREAS, Haitians have represented Chicago on its sports teams, including the Chicago Sting and the Chicago White Sox; and

WHEREAS, May 18th is Flag Day and is the most celebrated holiday in Haitian culture and is celebrated by people of Haitian descent throughout the world; and

WHEREAS, May is a time of celebration, cultural awareness, and traditional observance for Haitian-Americans and is therefore an appropriate month to establish as "Haitian-American Heritage Month"; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 20th day of May 2026, do hereby designate the month of May as "Haitian Heritage Month" in the City of Chicago, and call upon all Chicagoans to observe this month and recognize the rich heritage and culture of the Haitian-American community; and

*Be It Further Resolved*, That copies of this resolution be presented to The Coalition of Haitian American Organizations of the Chicagoland Area as a symbol of our appreciation and support.

On motion of Alderperson Harris, seconded by Alderpersons Yancy, Mosley, Harris, Robinson, Moore, Coleman and Dowell, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

*Nays* -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined with the members of the City Council in commemorating May as Haitian-American Heritage Month. Asserting that Chicago would not be the city it is today without Jean Baptiste Point du Sable, a Haitian immigrant who established a trading post on the banks of what would become the Chicago River, Mayor Johnson applauded the rich Haitian culture, traditions, and vibrant history that have greatly contributed to the diversity and fabric of our city and expressed his appreciation to the many Haitian-American civic, business and government leaders for their positive impact on communities across Chicago. Many immigrant communities are fearful of often unjust immigration enforcement and treatment by our nation's government leaders, Mayor Johnson stated, and underscored the importance of coming together to celebrate, uplift, and support our Haitian American community and our shared humanity.

REGULAR ORDER OF BUSINESS RESUMED.

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

[A2026-0025555]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Walter Schroeder as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2031.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF MAYOLA ROSALES-GUZMAN AS MEMBER OF BELMONT CENTRAL COMMISSION (SPECIAL SERVICE AREA NO. 2).

[A2026-0025577]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Mayola Rosales-Guzman as a member of Special Service Area Number 2, the Belmont Central Commission, for a term effective immediately and expiring September 14, 2032.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF JORGE PEREZ AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2026-0025561]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Jorge Perez 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.*

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*Referred* -- APPOINTMENT OF PAUL A. GROSHKO AS MEMBER OF GREEKTOWN/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).
[A2026-0025556]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Paul A. Groshko as a member of Special Service Area Number 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2030.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF NICHOLAS KRIARAKIS AS MEMBER OF GREEKTOWN/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).
[A2026-0025558]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Nicholas Kriarakis as a member of Special Service Area Number 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF XENIA THEOHARIS AS MEMBER OF GREEKTOWN/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).
[A2026-0025557]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Xenia Theoharis as a member of Special Service Area Number 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2030.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- REAPPOINTMENT OF WALLACE ANDERSEN AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2026-0025576]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Wallace Andersen as a member of Special Service Area Number 24, the Clark Street 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.*

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*Referred* -- REAPPOINTMENT OF MICHAEL MORENO, JR. AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2026-0025575]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Michael Moreno, Jr. as a member of Special Service Area Number 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF JEFFREY K. PRIVETT AS MEMBER OF WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2026-0025559]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Jeffrey K. Privett as a member of Special Service Area Number 27, the West Lakeview Commission, for a term effective immediately and expiring February 15, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- REAPPOINTMENT OF RICHARD BUCKWALTER AS MEMBER OF SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).

[A2026-0025570]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Richard Buckwalter as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term effective immediately and expiring January 21, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- REAPPOINTMENT OF DANIEL EHLE AS MEMBER OF SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).

[A2026-0025571]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Daniel Ehle as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term effective immediately and expiring January 21, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REAPPOINTMENT OF JACK WROBLEWSKI AS MEMBER OF SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).

[A2026-0025572]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Jack Wroblewski as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term effective immediately and expiring January 21, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- REAPPOINTMENT OF DAVID ODEFEY AS MEMBER OF GREATER RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).

[A2026-0025562]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed David Odefey as a member of Special Service Area Number 31, the Greater Ravenswood Commission, for a term effective immediately and expiring June 3, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF JOHN P. BRADY AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2026-0025568]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed John P. Brady as a member of Special Service Area Number 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2030.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REAPPOINTMENT OF MARK K. PROESEL AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2026-0025569]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Mark K. Proesel as a member of Special Service Area Number 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2030.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- REAPPOINTMENT OF ANTONELLA FRANGELLA-QUINN AS MEMBER OF 111TH/KEDZIE COMMISSION (SPECIAL SERVICE AREA NO. 55).

[A2026-0025573]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Antonella Frangella-Quinn as a member of Special Service Area Number 55, the 111th/Kedzie Commission, for a term effective immediately and expiring February 13, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REAPPOINTMENT OF BRIAN J. GRIFFIN AS MEMBER OF 111TH/ KEDZIE COMMISSION (SPECIAL SERVICE AREA NO. 55).

[A2026-0025574]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Brian J. Griffin as a member of Special Service Area Number 55, the 111th/Kedzie Commission, for a term effective immediately and expiring February 13, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- REAPPOINTMENT OF SUNI KARIM AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2026-0025563]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Suni Karim as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF VERONICA MARKHAM AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2026-0025567]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Veronica Markham as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF CJ ARISTEA MIMEE AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2026-0025566]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed CJ Aristea Mimee as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REAPPOINTMENT OF CHARLES K. NEWSOME AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2026-0025564]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Charles K. Newsome as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF ERICK VALDEZ AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2026-0025565]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Erick Valdez as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REAPPOINTMENT OF ALFRED M. KLAIRMONT AS MEMBER OF SAUGANASH COMMISSION (SPECIAL SERVICE AREA NO. 62).

[A2026-0025560]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- I have reappointed Alfred M. Klairmont as a member of Special Service Area Number 62, the Sauganash 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.*

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*Referred* -- AMENDMENT OF CHAPTER 4-156 OF MUNICIPAL CODE REGARDING SOCIAL MEDIA AMUSEMENT TAX.

[O2026-0025395]

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

May 20, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending the Municipal Code regarding Social Media Amusement Tax.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- AMENDMENT OF CHAPTER 9-64 OF MUNICIPAL CODE TO ESTABLISH ELECTRIC VEHICLE CURBSIDE CHARGING PILOT PROGRAM PROJECT.

[O2026-0025394]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the establishment of a Curbside Electrical Vehicle Charging Stations Pilot Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- AMENDMENT OF CHAPTER 17-3 OF MUNICIPAL CODE BY ADDING SECTION 17-3-0600 REGARDING TRANSIENT-ORIENTED DEVELOPMENT STREETS.

[O2026-0025391]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 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 amending the Municipal Code regarding Transit Oriented Development Streets.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF SUCCESSOR SERVICER AND ASSIGNMENT AGREEMENT EXECUTION BETWEEN BNY ASSET SOLUTIONS LLS AND MTAG SERVICES LLC REGARDING CITY'S SPECIAL ASSESSMENT IMPROVEMENT BONDS FOR LAKESHORE EAST PROJECT, REFUNDING SERIES 2022.

[O2026-0025435]

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

May 20, 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 appointment of a successor servicer and execution of an agreement of assignment, acceptance, and consent relating to the City's special assessment improvement bonds, refunding series 2022 (Lakeshore East Project).

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 SUPPORT ACQUISITION AND DEVELOPMENT OF ABRAMS INTERGENERATIONAL VILLAGE PROJECT AT 5300 -- 5318 S. CALUMET AVE.

[O2026-0025467]

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

May 20, 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 for the development of the Abrams Intergenerational Village project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FOR IMPROVEMENTS AT MADIGAN PARK AT 4707 W. MARQUETTE RD.
[O2026-0025430]

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

May 20, 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 a redevelopment agreement with the Chicago Park District to provide TIF funds for improvements at Madigan Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- INTERGOVERNMENTAL AGREEMENTS WITH CHICAGO BOARD OF EDUCATION TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FOR IMPROVEMENTS AT VARIOUS SCHOOLS.

[O2026-0025397, O2026-0025398, O2026-0025399]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 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 redevelopment agreements with the Chicago Board of Education to provide TIF funds for improvements at specified schools.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- AUTHORIZATION TO APPROVE OWNERSHIP TRANSFER OF CHICAGO PARKING METERS LLC MEMBERSHIP INTERESTS TO STONEPEAK PARTNERS LP PURSUANT TO CHICAGO METERED PARKING SYSTEM CONCESSION AGREEMENT.

[O2026-0025407]

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

May 20, 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 approval of ownership transfer pursuant to the Chicago Metered Parking System Concession Agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REDEVELOPMENT AGREEMENT WITH AXIOM FLAME LLC TO PROVIDE NEIGHBORHOOD OPPORTUNITY FUND ASSISTANCE FOR DEVELOPMENT OF PROPERTY AT 2640 -- 2646 W. MADISON ST.
[O2026-0025476]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 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 a

redevelopment agreement with Axiom Flame LLC to provide Neighborhood Opportunity Fund funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- AMENDMENT OF SPECIAL SERVICE AREA NO. 3 (63RD STREET) REGARDING 2026 INTERIM SERVICE PROVIDER AGREEMENT WITH GREATER SOUTHWEST DEVELOPMENT CORPORATION.

[O2026-0025485]

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

May 20, 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 a 2026 service provider agreement with Greater Southwest Development Corporation for Special Service Area Number 3.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- AMENDMENT OF SPECIAL SERVICE AREA NO. 59-2022 (59TH STREET) REGARDING 2026 INTERIM SERVICE PROVIDER AGREEMENT WITH GREATER SOUTHWEST DEVELOPMENT CORPORATION.

[O2026-0025484]

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

May 20, 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 interim 2026 service provider agreement with Greater Southwest Development Corporation for Special Service Area Number 59-2022.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- SUPPORT OF CLASS 7(b) TAX INCENTIVE FOR PROPERTY AT 2640 -- 2646 W. MADISON ST.

[O2026-0025490]

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

May 20, 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 7b property tax incentive for properties located at 2640 and 2646 West Madison Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.
[O2026-0025535, O2026-0025538, O2026-0025539, O2026-0025540, O2026-0025541, O2026-0025542, O2026-0025543, O2026-0025544, O2026-0025545, O2026-0025546, O2026-0025548, O2026-0025549, O2026-0025550, O2026-0025551, O2026-0025552, O2026-0025553, O2026-0025554, O2026-0025578]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 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 City-owned lands.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- PURCHASE AND SALE AGREEMENT WITH GH CHICAGO IL LLC FOR PROPERTY AT 630 W. HARRISON ST.

[O2026-0025512]

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

May 20, 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 acquisition and management of the property located at 630 West Harrison Street from GH Chicago IL LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- LEASE AGREEMENT WITH LOGAN SQUARE PRESERVATION FOR CITY-OWNED PROPERTY AT 2420 N. SACRAMENTO AVE.

[O2026-0025527]

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

May 20, 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 lease agreement with Logan Square Preservation, a not-for-profit corporation, regarding the City-owned property located at 2420 North Sacramento Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- THIRD AMENDED LEASE AGREEMENT AND ASSIGNMENT AND ASSUMPTION OF SECOND AMENDED LEASE AGREEMENT WITH NORTH PARK VILLAGE CAMPUS AT 5801 N. PULASKI RD.

[O2026-0025502]

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

May 20, 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 amended ground leases for senior housing building in the North Park Village Campus.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

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

*Placed On File* -- EXECUTIVE ORDER NO. 2026-2 (INVESTING IN YOUTH LEADERSHIP TO PROVIDE COMMUNITY-BASED PEACEKEEPING AND ESTABLISH WORKING GROUP TO DEVELOP PEACEBOOK PROGRAM).

[F2026-0024978]

A communication from the Honorable Brandon Johnson, Mayor, under the date of April 27, 2026, received in the Office of the City Clerk on April 27, 2026, transmitting Executive Order Number 2026-2 (Investing in Youth Leadership to Provide Community-Based Peacekeeping and Establish Working Group to Develop Peacebook Program), which would establish a working group to support development of a permanent year-round Youth Peacekeeping Program, which was *Placed on File.*

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*Placed On File* -- AMENDMENT NO. 6 TO CENTRAL WEST TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[F2026-0025037]

A communication from Amal Mir, Assistant Corporation Counsel, under the date of May 1, 2026, received in the Office of the City Clerk on May 1, 2026, transmitting Amendment Number 6 to the Central West Tax Increment Financing Redevelopment Project and Plan dated May 1, 2026, which was *Placed on File.*

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*Placed On File* -- AMENDMENT NO. 4 TO PILSEN TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[F2026-0025041]

A communication from Amal Mir, Assistant Corporation Counsel, under the date of May 1, 2026, received in the Office of the City Clerk on May 1, 2026, transmitting Amendment Number 4 to the Pilsen Tax Increment Financing Redevelopment Project and Plan dated May 1, 2026, which was *Placed on File.*

*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S AUDIT OF DEPARTMENT OF FINANCE'S MANAGEMENT OF OUTSTANDING DEBT.

[F2026-0024957]

A communication from Deborah Witzburg, Inspector General, under the date of April 16, 2026, and received in the Office of the City Clerk on April 16, 2026, transmitting an audit concerning the Department of Finance's management of outstanding debt, which was *Placed on File*.

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*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S AUDIT OF CITY COUNCIL OFFICE OF FINANCIAL ANALYSIS' REPORTING REQUIREMENTS.

[F2026-0024967]

A communication from Deborah Witzburg, Inspector General, under the date of April 21, 2026, and received in the Office of the City Clerk on April 20, 2026, transmitting an audit concerning the City Council Office of Financial Analysis' reporting requirements, which was *Placed on File*.

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*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S AUDIT OF CITY'S METERED WATER BILLING.

[F2026-0025102]

A communication from Tobara Richardson, Interim Inspector General, under the date of May 6, 2026, and received in the Office of the City Clerk on May 5, 2026, transmitting an audit concerning the Department of Finance and Department of Water Management's processes for billing water use at metered properties and to address customer billing issues including billing spikes and inconsistencies, which was *Placed on File*.

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*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S PUBLIC SAFETY SECTION FOLLOW-UP REPORT REGARDING DEMOGRAPHIC IMPACTS OF CHICAGO POLICE DEPARTMENT'S HIRING PROCESS.

[F2026-0025392]

A communication from the Office of the Inspector General, under the date of May 20, 2026, received in the Office of the City Clerk on May 19, 2026, transmitting the Public Safety Section of the Office of the Inspector General's follow-up report regarding demographic impacts of the Chicago Police Department's multi-stage hiring process and implementation of corrective actions taken by agencies following prior recommendations, which was *Placed on File.*

*Placed On File* -- EXPRESSION OF OPPOSITION TO PROPOSED ZONING RECLASSIFICATION OF PROPERTY AT 1704 N. MILWAUKEE AVE.

[F2026-0025292]

A communication from Matthew Hencke, President, Pinnacle Lofts Condo Association, under the date May 16, 2026, received in the Office of the City Clerk on May 15, 2026, transmitting an objection to the proposed rezoning reclassification for the property at 1704 North Milwaukee Avenue (O2026-0022491), which was *Placed on File.*

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

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on April 15, 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 May 20, 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 April 15, 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.

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PUBLICATION OF SPECIAL PAMPHLET.

*Issuance Of City Of Chicago Second Lien Water Revenue Bonds, Project And Refunding Series 2026.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of City of Chicago Second Lien Water Revenue Bonds, Project and Refunding Series 2026, which was considered by the City Council on April 15, 2026 and which was requested to be published in pamphlet form, was published in pamphlet form on April 17, 2026 by being printed in full text in a special pamphlet, 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:

Amazon.com Services LLC (Application Number 23068) -- to classify as an Industrial Planned Development District instead of an M2-2 Light Industry District the area shown on Map Number 12-I bounded by:

the south line of the Chicago Transit Authority Orange Line/Canadian National Railway Co. right-of-way; South California Avenue; West 51st Street; and South Kedzie Avenue (common address: 2800 -- 3156 West 51st Street, 4911 -- 5061 South Kedzie Avenue and 4914 -- 5058 South California Avenue).

[O2026-0025291]

By The Hand Club For Kids (Application Number 23071) -- to classify as an RS1 Residential Single-Unit (Detached House) District instead of an RS1 Residential Single-Unit (Detached House) District and Planned Development Number 1186, and further, to classify as Planned Development Number 1186, as amended, instead of an RS1 Residential Single-Unit (Detached House) District the area shown on Map Number 32-D bounded by:

the land lying southerly of East 131st Street, westerly of South Ellis Street, northerly of the centerline of East 132nd Street and easterly of the sidewalk running along the west side of South Ingleside Avenue (common address: 13100 -- 13122 South Ellis Avenue, South Ingleside Avenue and East 132nd Street).

[O2026-0025298]

Chicago Title and Trust Co. Number 9002349257 (Application Number 23091) -- 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 public alley next north of and parallel to West 47th Street; a line 56 feet east of and parallel to South Union Avenue; West 47th Street; and a line 26 feet east of and parallel to South Union Avenue (common address: 654 West 47th Street).

[O2026-0025416]

Coen Developers LLC (Application Number 23072T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 9-G bounded by:

a line 112.62 feet north of and parallel to West Byron Street; a line 140.10 feet east of and parallel to North Ashland Avenue; West Byron Street; a line 131.10 feet east of and parallel to North Ashland Avenue; a line 82.59 feet north of and parallel to West Byron Street; and North Ashland Avenue (common address: 3909 North Ashland Avenue).

[O2026-0025313]

CWP-ASR Chicago I LLC and CWP-ASR Chicago II LLC (as tenants in common) (Application Number 23086T1) -- to classify as a DR-10 Downtown Residential District instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 3-E bounded by:

East Walton Place; a line 200.00 feet east of and parallel to Mies Van Der Rohe Way; a line 107.62 feet south of and parallel to East Walton Place; and Mies Van Der Rohe Way (common address: 201 East Walton Place).

[O2026-0025390]

Denison, Matthew (Application Number 23083T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 5-F bounded by:

a line 163.58 feet south of and parallel to West Wisconsin Street; the public alley next east of and parallel to North Orleans Street; a line 187.61 feet south of and parallel to West Wisconsin Street; and North Orleans Street (common address: 1841 North Orleans Street).

[O2026-0025359]

Elcee's Properties LLC (Application Number 23080T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-H bounded by:

West 17th Street; a line 312 feet east of and parallel to South Hoyne Avenue; the public alley next south of and parallel to West 17th Street; and a line 288 feet east of and parallel to South Hoyne Avenue (common address: 2029 West 17th Street).

[O2026-0025350]

Flatline Gallery LLC (Application Number 23084T1) -- to classify as a B3-2 Neighborhood Mixed-Use District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

the alley next east of and parallel to North Milwaukee Avenue; a line 198 feet southeast of North Western Avenue, as measured along the northeast right-of-way line of North Milwaukee Avenue and perpendicular thereto; North Milwaukee Avenue; and a line 154 feet southeast of North Western Avenue, as measured along the northeast right-of-way line of North Milwaukee Avenue and perpendicular thereto (common address: 1921 -- 1925 North Milwaukee Avenue).

[O2026-0025360]

Grand III Development LLC (Application Number 23077T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a C3-2 Commercial, Manufacturing and Employment District the area shown on Map Number 1-H bounded by:

West Grand Avenue; a line 168 feet west of and parallel to North Oakley Boulevard; West Ferdinand Street; and a line 310 feet west of and parallel to North Oakley Boulevard (common address: 2323 West Grand Avenue).

[O2026-0025342]

Grand III Development LLC (Application Number 23078T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a C3-2 Commercial, Manufacturing and Employment District the area shown on Map Number 1-H bounded by:

West Grand Avenue; a line 72 feet west of and parallel to North Oakley Boulevard; West Ferdinand Street; and a line 168 feet west of and parallel to North Oakley Boulevard (common address: 2315 West Grand Avenue).

[O2026-0025343]

LXG Kedzie Retail LLC (Application Number 23070) -- to classify as a B3-1 Commercial Shopping District instead of Business Planned Development Number 272, and further, to classify as Business Planned Development Number 272, as amended, instead of a B3-1 Commercial Shopping District the area shown on Map Number 12-J bounded by:

a line 638 feet, 5/8 inches north of West 51st Street; South Kedzie Avenue; West 51st Street; South Spaulding Avenue; a line 588 feet, 1⅜ inches north of West 51st Street; and a line 158 feet, 9 inches west of South Spaulding Avenue (common address: 5050 South Kedzie Avenue).

[O2026-0025294]

Mikula, Eugene (Application Number 23090) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached Use) District the area shown on Map Number 11-G bounded by:

the public alley next north of and parallel to West Warner Avenue; a line 104.60 feet west of and parallel to North Southport Avenue; West Warner Avenue; and a line 190.60 feet west of and parallel to North Southport Avenue (common address: 1410 -- 1412 West Warner Avenue).

[O2026-0025411]

Paulina 2727 LLC (Application Number 23085T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/ Business Park District the area shown on Map Number 7-H bounded by:

a line 316 feet south of and parallel to West Diversey Parkway; the public alley next east of and parallel to North Paulina Street; a line 541 feet south of and parallel to West Diversey Parkway; and North Paulina Street (common address: 2721 -- 2733 North Paulina Street).

[O2026-0025364]

P.S. Bronzeville LLC (Application Number 23087) -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of an RS3 Residential Single-Unit (Detached House) District, RT4 Residential Two-Flat, Townhouse and Multi-Unit District and Business Planned Development Number 1143, and further, to classify as Business Planned Development Number 1143, as amended, instead of a C3-3 Commercial, Manufacturing and Employment District the area shown on Map Numbers 8-F and 10-F bounded by:

a line 631.5 feet north of and parallel to West Pershing Road; South State Street; West 40th Street; a line running along the easterly line of South Federal Street ending at a point 107.66 feet north of West 40th Street; a line beginning at the end point of the last said line extending northwesterly to a point 157.32 feet north of West 40th Street, on the westerly line of South Federal Street; a curve convex southwesterly beginning at the last said point extending northwesterly with a radius of 373.50 feet and a length of 59.26 feet at 40 degrees, 47 minutes, 31 seconds; a line beginning at the end point of last said curve and extending northwesterly with a radius of 240.50 feet and a length of 148.45 feet at 19 degrees, 00 minutes, 55 seconds; a line beginning at the end point of last said curve 81.5 feet next west of and parallel to South Federal Street; a line 300 feet next south of and parallel to West Pershing Road; a line 100 feet next west of and parallel to South Federal Street; a line 275 feet next south of and parallel to West Pershing Road; the east right-of-way line of Metra (formerly known as the Chicago Rock Island and Pacific Railroad); and West Pershing Road and South Dearborn Street (common address: 3800 -- 3958 South State Street, 3901 -- 3959 South Dearborn Street, 3900 -- 3958 South Dearborn Street, 3901 -- 3959 South Federal Street, 3900 -- 3946 South Federal Street, 2 -- 24 West Pershing Road, 1 -- 109 West Pershing Road and 2 -- 52 West 40th Street).

[O2026-0025393]

Roosevelt Fuel Mart, Inc. (Application Number 23076T1) -- to classify as a C3-1 Commercial, Manufacturing and Employment District instead of a C1-3 Neighborhood Commercial District the area shown on Map Number 2-I bounded by:

a public alley next north of and parallel to West Roosevelt Road; a line 98 feet east of and parallel to South Sacramento Boulevard; West Roosevelt Road; and South Sacramento Boulevard (common address: 2954 West Roosevelt Road).

[O2026-0025336]

Skool House LLC (Application Number 23073) -- 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-K bounded by:

North Milwaukee Avenue; a line 125.00 feet northwest of North Tripp Avenue, as measured along the southwesterly line of North Milwaukee Avenue; the public alley next southwest from and parallel to North Milwaukee Avenue; and a line 175.00 feet northwest of North Tripp Avenue, as measured along the southwesterly line of North Milwaukee Avenue (common address: 3542 -- 3544 North Milwaukee Avenue).

[O2026-0025322]

WCDR Bricktown LLC (Application Number 23066) -- to classify as a C3-1 Commercial, Manufacturing and Employment District instead of Business Planned Development Number 127, and further, to classify as Business Planned Development Number 127, as amended, instead of a C3-1 Commercial, Manufacturing and Employment District the area shown on Map Number 7-N bounded by:

West Diversey Avenue; North Narragansett Avenue; West Fullerton Avenue; and the public alley next west of North Narragansett Avenue (common address: 6400 -- 6562 West Fullerton/2630 North Narragansett Avenue).

[O2026-0025285]

ZSD Riverward LLC (Application Number 23069) -- to classify as an RM5 Residential Multi-Unit District instead of Waterway-Residential Planned Development Number 1127 and an M1-2 Limited Manufacturing/Business Park District, and further, to classify as Waterway-Residential Planned Development Number 1127, as amended, instead of an RM5 Residential Multi-Unit District the area shown on Map Number 7-H bounded by:

West Oakdale Avenue; the public alley next east of and parallel to North Oakley Avenue; a line 145.00 feet south of and parallel to West Oakdale Avenue; a line 372.77 feet east of and parallel to North Oakley Avenue; a line 135.00 feet south of and parallel to West Oakdale Avenue; a line 398.58 feet east of and parallel to North Oakley Avenue; the North Branch of the Chicago River; and North Oakley Avenue (common address: 2235 -- 2259 West Oakdale Avenue/2901 -- 2927 North Oakley Avenue).

[O2026-0025293]

29 Canal Development LLC (Application Number 23074T1) -- to classify as an RM5 Residential Multi-Unit District instead of an M1-2 Residential Single-Unit Limited Manufacturing/Business Park District the area shown on Map Number 6-F bounded by:

West 28th Place; a line 41 feet east of and parallel to South Canal Street; West 29th Street; and South Canal Street (common address: 437 -- 439 West 28th Place and 436 -- 438 West 29th Street).

[O2026-0025334]

219 N Elizabeth LLC (Application Number 23075T1) -- to classify as a DX-3 Downtown Mixed-Use District instead of an M2-3 Light Industry District the area shown on Map Number 1-G bounded by:

a line 120 feet south of and parallel to West Fulton Street; a line 81.3 feet east of and parallel to North Elizabeth Street; a public alley next south of and parallel to West Fulton Street; and North Elizabeth Street (common address: 219 North Elizabeth Street).

[O2026-0025335]

1218 W George LLC (Application Number 23082T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/ Business Park District the area shown on Map Number 7-G bounded by:

a line 186 feet west of and parallel to North Racine Avenue; West George Street; a line 211 feet west of and parallel to North Racine Avenue; the alley next north of and parallel to West George Street (common address: 1218 West George Street).

[O2026-0025358]

1333 N Kingsbury LLC (Application Number 23067) -- to classify as a Residential Business Planned Development Number 1604, as amended, instead of Residential Business Planned Development Number 1604 the area shown on Map Number 3-G bounded by:

North Kingsbury Street; West Scott Street; the public alley running northwest from West Scott Street to West Evergreen Street in the block between North Kingsbury Street and North Halsted Street; and West Evergreen Street (common address: 1333 North Kingsbury Street).

[O2026-0025288]

1522 Keystone LLC (Application Number 23081) -- to classify as an RT4 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-K bounded by:

a line 260.05 feet north of and parallel to West Le Moyne Street; North Keystone Avenue; a line 222.05 feet north of and parallel to West Le Moyne Street; and the alley next west of and parallel to North Keystone Avenue (common address: 1522 North Keystone Avenue).

[O2026-0025357]

2701 Clark LLC (Application Number 23079) -- to classify as a B3-5 Community Shopping District instead of a B2-5 Neighborhood Mixed-Use District the area shown on Map Number 7-F bounded by:

a line 50 feet north of and parallel to West Drummond Place; the public alley next east of and parallel to North Clark Street; West Drummond Place; and North Clark Street (common address: 2701 North Clark Street).

[O2026-0025345]

5255 N Clark Street LLC (Application Number 23088) -- to classify as a B3-2 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 13-G bounded by:

West Berwyn Ave; the public alley east of and parallel to North Clark Street; a line 50 feet south of and parallel to West Berwyn Ave; and North Clark Street (common address: 5255 -- 5259 North Clark Street).

[O2026-0025401]

6902 W. Diversey Ave. LLC (Application Number 23089) -- to classify as a B3-2 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-N bounded by:

the public alley next north of and parallel to West Diversey Avenue; North New England Avenue; West Diversey Avenue; and a line 75 feet west of and parallel to North New England Avenue (common address: 6902 West Diversey Avenue).

[O2026-0025388]

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## *Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abdikhaim, Nurlan [CL2026-0025704]

Akindele, Oluseyi A. [CL2026-0025013]

Akpan, Akanimo A. [CL2026-0025634]

Alvarez, Miguel A. [CL2026-0025211]

Anderson, Mark D. [CL2026-0025646]

Balabanos, Dorothy J. [CL2026-0025713]

Barthelemy, Diana M. [CL2026-0025619]

Bauer, Shua [CL2026-0025670]

Bennett, Jamaal N. [CL2026-0025643]

Broquet, Carolyn J. [CL2026-0025680]

Brusznicki, Maureen M. [CL2026-0025686]

Cannon, Leyah F. [CL2026-0025708]

Chen, Jay [CL2026-0025629]

Christenson, Kendall G. [CL2026-0025616]

Clement, Elizabeth A. [CL2026-0025712]

Cohn, Carol L. (2) [CL2026-0025007, CL2026-0025014]

Cruz, Jose L. [CL2026-0025701]

Dessauer, Alan C. [CL2026-0025644]

Dorsey, Thomas R. (2) [CL2026-0025649, CL2026-0025658]

Efron, Anita R. [CL2026-0025664]

Ferrie, Tyler R. [CL2026-0025648]

Flippin, Ardena L. [CL2026-0025679]

Grigler, Rebecca A. [CL2026-0025697]

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| Harris, Damascus D. | [CL2026-0025621] |
| Hartlieb, Leah L. | [CL2026-0025212] |
| Hogan, John E. | [CL2026-0025628] |
| Howard, Brian A. | [CL2026-0025699] |
| Hutchison, Sabrina A. | [CL2026-0025674] |
| Jaramillo, Monica | [CL2026-0025671] |
| Johnson, Wanda | [CL2026-0025640] |
| Kasal, Dean C. | [CL2026-0025625] |
| King, Leslie J. | [CL2026-0025622] |
| Koch, Bradley J. | [CL2026-0025684] |
| Koszulinski, Edwin L. | [CL2026-0025615] |
| Lemus, Jose L. | [CL2026-0025636] |
| Levy, Nikki P. | [CL2026-0025709] |
| Lopez, Jorge R. | [CL2026-0025673] |
| Lui, Jessie | [CL2026-0025633] |
| Lumpkins, Ronald O., Jr. | [CL2026-0025626] |
| Lundahl, Carol E. | [CL2026-0025025] |
| Marsh, John W., Sr. | [CL2026-0025023] |
| Martin, Anita L. | [CL2026-0025669] |
| Martinez, Mario A. | [CL2026-0025024] |
| Meier, Melinda M. | [CL2026-0025696] |
| Mohammed, Abdul R. | [CL2026-0025660] |

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| Morton, Lisa H. | [CL2026-0025681] |
| Nadborska, Beata | [CL2026-0025018] |
| Noriega, Stella | [CL2026-0025652] |
| Paarlberg, Matthew V. | [CL2026-0025624] |
| Patel, Roshan | [CL2026-0025682] |
| Quintas, Juan and Quintas, Leonor S. | [CL2026-0025675] |
| Riley, Carlton | [CL2026-0025635] |
| Ryon, Cecilia C. | [CL2026-0025638] |
| Saltzberg, Mitchell T. | [CL2026-0025642] |
| Sanchez-Salazar, Araceli | [CL2026-0025641] |
| Sawyer, Jonathan P. | [CL2026-0025627] |
| Schwab, George V. | [CL2026-0025663] |
| Scott, Robert J. | [CL2026-0025637] |
| Seglem, Deanna L. (2) | [CL2026-0025645, CL2026-0025650] |
| Sergot, Matthew R. | [CL2026-0025698] |
| Shaw, Sukhari T. | [CL2026-0025700] |
| Sims, Richard L. (2) | [CL2026-0025688, CL2026-0025691] |
| Singh, Gurbaksh | [CL2026-0025710] |
| Sorin, Linda E. | [CL2026-0025012] |
| St. Mane, Juan | [CL2026-0025676] |
| State Farm Insurance and Aristizabal, Alberto | [CL2026-0025006] |
| State Farm Insurance and Berg, Mallory M. | [CL2026-0025690] |

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| Stephens, Lisa M. | [CL2026-0025617] |
| Subroclaims, Geico Insurance and Pohl, Craig A. | [CL2026-0025656] |
| Trostel, Michael J. | [CL2026-0025019] |
| Vanani, Bhavesh V. | [CL2026-0025666] |
| Verghese, Mathew | [CL2026-0025654] |
| Watts, Lavell L. | [CL2026-0025623] |
| Wendorf, Kori A. | [CL2026-0025639] |
| Weyland, Kimberly M. | [CL2026-0025651] |
| Wikstrom, Alexander D. | [CL2026-0025706] |
| Williams, Monique | [CL2026-0025661] |
| Wolanski, Jennifer A. | [CL2026-0025631] |

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*Referred* -- RECLASSIFICATION OF AREA SHOWN ON MAP NO. 1-F AT 212 -- 232 W. ERIE ST., 659 -- 679 N. FRANKLIN ST. AND 217 -- 233 W. HURON ST.

[O2026-0025376]

A communication from Patrick Murphey, Zoning Administrator, Department of Planning and Development, under the date of May 18, 2026, and received in the Office of the City Clerk on May 18, 2026, transmitting an ordinance for reclassification of the area shown on Map Number 1-F at 212 -- 232 West Erie Street, 659 -- 679 North Franklin Street and 217 -- 233 West Huron Street (Ordinance Number O2026-0025376), which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

# *REPORTS OF COMMITTEES.*

## COMMITTEE ON FINANCE.

AMENDMENT OF SECTION 2-32-085 OF MUNICIPAL CODE REGARDING ELIGIBLE ENTITIES PARTICIPATING IN VOLUNTARY CHARITABLE PAYROLL DEDUCTIONS PROGRAM.

[O2026-0024868]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Finance, to which was referred an ordinance amending Section 2-32-085 of the Municipal Code regarding the Voluntary Charitable Payroll Deductions Program (O2026-0024868), 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 vote on May 18, 2026.

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

2-32-085 Voluntary charitable payroll deductions.

(Omitted text is unaffected by this ordinance.)

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

100 Club of Chicago

After School Matters

American Cancer Society

American Heart Association

The Anti-Cruelty Society

Big Brothers Big Sisters of Metropolitan Chicago

Black Fire Brigade

Black United Fund of Illinois, Inc.

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

Chicago Humanities Festival

Chicago Children's Advocacy

Center Community Shares of Illinois

<u>CHC: Creating Healthier Communities</u>

EarthShare

Easterseals serving Chicagoland & Rockford

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

Ginger Rugai Y-Me Softball Tournament

~~Global Impact~~

Hispanic Scholarship Fund

Little City

March of Dimes

Misericordia Heart of Mercy

Muscular Dystrophy Association

Prevent Child Abuse America

Rainbows for All Children

Saint Jude Police League

Sickle Cell Disease Association of Illinois

Special Children's Charities -- Special Olympics Chicago

Special Olympics Illinois

United Way

United Negro College Fund, Inc.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect following due passage and approval.

EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT IRVIN C. MOLLISON ELEMENTARY SCHOOL AT 4415 S. DR. MARTIN LUTHER KING, JR. DR.

[O2026-0024869]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Finance, to which was referred an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Board of Education to provide TIF funds for improvements at Irvin C. Mollison Elementary School, located at 4415 South Dr. Martin Luther King, Jr. Drive (3rd Ward) (O2026-0024869), amount not to exceed: $5,000,000 TIF, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting vote on May 18, 2026.

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a 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 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 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:

   Irvin C. Mollison Elementary School.

2. Property:

   a. Common Address:

      4415 South Dr. Martin Luther King, Jr. Drive
      Chicago, Illinois 60653.

   b. Permanent Index Numbers ("PINs"):

      20-03-407-049-0000; and

      20-03-407-050-0000.

3. Project:

   Facade and associated exterior improvements.

4. Amount Of Redevelopment Area Increment:

Not to exceed $5,000,000.

5. Project Budget:

| Scope | Project Budget | TIF Request |
|---|---|---|
| Hard Costs | $6,400,000 | |
| Soft Costs | 1,600,000 | |
| Total: | $8,000,000 | $5,000,000 |

Sources:

| Sources | Amount |
|---|---|
| Board of Education of the City of Chicago | $3,000,000 |
| 47th/King Drive TIF | 5,000,000 |
| Total: | $8,000,000 |

6. TIF-Funded Improvements:

Facade and associated exterior improvements. The Board's Project funding shall not exceed the limits of and is subject to the contingencies set forth in Article Three, Subsection 2 of the Agreement.

7. Redevelopment Area:

47th/King Drive Redevelopment Project Area.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on March 27, 2002, 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.

9. Modifications to Form Agreement for this Project:

Add to the end of Subsection 2 of Article Three, the following language: "Notwithstanding anything to the contrary in this Article Three, Subsection 2 or elsewhere in this Agreement, the Board's funding obligations under this Agreement are contingent on the securing of available funding either through Board-approved capital plan(s) or third-party sources and shall not exceed $3,000,000 without written agreement of the parties. The Board shall have no obligation to utilize Board funds to fund any obligations hereunder other than as set forth in the preceding sentence".

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## EXECUTION OF REDEVELOPMENT AGREEMENT WITH THE WORKSHOP ARTS COLLABORATIVE LLC TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR 3741 -- 3749 W. LAWRENCE AVE.

[O2026-0024870]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Finance, to which was referred an ordinance authorizing the execution of a redevelopment agreement with The Workshop Arts Collaborative LLC to provide Tax Increment Financing (TIF) assistance for 3741 -- 3749 West Lawrence Avenue (33rd Ward) (O2026-0024870), amount not to exceed: $1,550,000 TIF, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting vote on May 18, 2026.

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

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

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

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

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

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

WHEREAS, Pursuant to Resolution 26-CDC-01 adopted by the Community Development Commission of the City (the "Commission") on January 13, 2026, the Commission has recommended that the Grantee and/or its affiliated entities be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Grantee for the Project; now, therefore,

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

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

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

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

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the 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".*
(To Ordinance)

**THE WORKSHOP ARTS COLLABORATIVE REDEVELOPMENT AGREEMENT**
**(Medium Community Development Grant Program)**
**Version 2026.03**

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

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| Project Information | Section 10 Indemnification |
| Signature Page | Section 11 Default and Remedies |
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| Section 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, TIF-Funded Improvements) |
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| 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 |
| | Exhibit H Approved Prior Expenditures |

**PROJECT INFORMATION**

<table>
<tr><th>Term (Agreement Section where first used)</th><th>Definition</th></tr>
<tr><td>Certificate Deadline (6.05)</td><td>[THE DATE 2 YEARS AFTER THE CLOSING DATE]</td></tr>
<tr><td>City Funds (Project Information)</td><td>$1,550,000</td></tr>
<tr><td>Closing Date (preamble)</td><td>[ ]</td></tr>
<tr><td>Commencement Date (3.01)</td><td>[TO BE DETERMINED PRIOR TO THE CLOSING DATE]</td></tr>
<tr><td>Developer (preamble)</td><td>The Workshop Arts Collaborative LLC, an Illinois limited liability company.</td></tr>
<tr><td>Estimated Project Cost (3.02)</td><td>$3,095,555</td></tr>
<tr><td>Funding Sources (3.02)</td><td>
<table>
<tr><th>Funding Source</th><th>Amount</th></tr>
<tr><td>Equity</td><td>$395,555</td></tr>
<tr><td>Lender Financing</td><td>$900,000</td></tr>
<tr><td>City Funds</td><td>$1,550,000</td></tr>
<tr><td>Other Grants</td><td></td></tr>
<tr><td>- City ETOD Pre-Development Grant</td><td>$150,000</td></tr>
<tr><td>- Chicago Community Trust Grant</td><td>$100,000</td></tr>
<tr><td>TOTAL</td><td>$3,095,555</td></tr>
</table>
</td></tr>
<tr><td>Notice Addresses (13.14)</td><td><u>If to the Developer</u>:<br>The Workshop Arts Collaborative LLC<br>2152 W Farragut Ave<br>Chicago, IL 60625<br><u>Attention</u>: James Yelen<br><br>with a copy to<br><br>Santis Law Firm<br>917 W Washington, Suite 133<br>Chicago, Illinois 60607<br><u>Attention</u>: Elizabeth Santis<br><br><u>If to the City</u>:<br>City of Chicago, Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br><u>Attention</u>: Commissioner<br><br>with a copy to<br><br>City of Chicago, Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602</td></tr>
</table>

| | |
|---|---|
| | Attention: Finance and Economic Development Division |
| Ordinance Date (Recitals) | [DATE OF ORDINANCE APPROVING THIS AGREEMENT] |
| Permanent Jobs (7.06) | Not less than two (2) full-time equivalent (minimum of 35 hours per week) permanent jobs at the Project |
| Permitted Liens (7.01) | 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 is proposing to redevelop the Property into a 6,600 square foot arts hub containing music rehearsal studios, an instrument repair shop, ADA restrooms that comply with the Americans with Disabilities Act, as amended from time to time, and a flexible section that may include events, retail and/or cafe space. |
| Trade Names (5.05) | N/A |

**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.

The Workshop Arts Collaborative, LLC,
an Illinois limited liability company

By: _____
Name: James Yelen
Title: Manager

**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 James Yelen (the "Representative"), personally known to me to be the Manager of The Workshop Arts Collaborative 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
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 the City, as the Commissioner's free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 20__.

_____
Notary Public

My Commission Expires_____

(SEAL)

**SECTION 1. RECITALS**

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

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

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

D. TIF Area. The Project is located in the Lawrence/Kedzie Redevelopment Project Area (the "TIF Area"). Under ordinances adopted on February 16, 2000, and published in the Journal of Proceedings of the City Council ("Journal") for such date, the City Council: (i) approved a redevelopment plan and project (the "Lawrence/Kedzie Redevelopment Plan") for the TIF Area; (ii) designated the TIF Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the TIF Area. Items(i)-(iii) were amended by ordinance(s) adopted on December 16, 2024 (the "Amendment"). Items (i)-(iii) above, as amended by the Amendment(s), are collectively referred to herein as the "TIF Ordinances."

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

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

**SECTION 2. DEFINITIONS**

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", or the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" has the meaning set forth in the Recitals hereof.

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

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

"Certificate" has the meaning set forth in Section 6.01 hereof.

"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.

"City Funds" has the meaning set forth on page 2 of this Agreement.

"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.

"Collateral Assignment" means a collateral assignment of the right to receive payment of City Funds, such collateral assignment to be made by Developer to secure Lender Financing and in form and substance acceptable to the City in its sole discretion.

"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) 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 Developer to complete the construction of the Project.

"IEPA" means the Illinois Environmental Protection Agency.

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

"Lease" means the lease dated [_____] between the Developer and [ ], pursuant to which the Developer shall, among other matters, lease a portion of the Property to [ ] for the Project.

"Lender Financing" means funds borrowed by Developer from lenders and available to pay for Costs of the Project, in accordance with the terms and conditions of any applicable agreements between the Developer and such lenders, in the amounts set forth in the Funding Sources.

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

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

"MBE/WBE Program" 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.

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

"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.

"Redevelopment Plan" has the meaning set forth in the Recitals hereof.

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

"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 Project 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 the extension under Section 11.03(b).

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

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

"TIF Ordinances" has the meaning set forth in the Recitals hereof.

"Title Company" means Proper Title Insurance 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 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 exterior 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 $3,095,555 to be applied in the manner set forth in the Project Budget.

4.02 City Funds. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Funds to pay for or reimburse the Developer for the costs of TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; provided, however, that the total amount of the City Funds expended will be reduced on a dollar for dollar basis if the Final Project Cost is less than $3,095,555.

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

4.04 Distribution of City Funds. Subject to the conditions described in Section 4.02 and Section 4.03, the City shall disburse the City Funds in installments as described in the Escrow Agreement.

4.05 Intentionally omitted.

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

4.07 Preconditions of Disbursement. Prior to disbursement of the City 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 TIF-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 TIF-Funded Improvements exceeds the City 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. City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 11.02.

4.11 Return of City 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 City Funds paid to date.

**SECTION 5. CONDITIONS PRECEDENT**

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

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

5.02 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 the City Funds, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), single parcel, 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 audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audit(s). If applicable, based on results of the phase II environmental audit, the Developer shall provide the City with a final comprehensive 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 Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a copy of the construction contract, together with any modifications, amendments or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

5.13 Sustainable Development Policy. Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project.

5.14 Lease. Developer shall provide the City with a copy of the Lease.

**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 City Funds (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 City Funds 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 costs of TIF Funded Improvements in an equal amount to, or greater than, the City 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 F.

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

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

6.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have, but 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 the City Funds not yet disbursed under this Agreement; and

(b) the right to seek reimbursement of the previously disbursed the City 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 Closing Date and as of the date of each disbursement of the City Funds hereunder that:

(a) Developer is a limited liability company duly 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 7.02 shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

7.03 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to reimburse the Developer for its payment for TIF-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 7.04 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 seventy-five percent (75%) of the Project shall remain occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section 7.05 shall run with the land and be binding upon any transferee.

7.06 Jobs Reporting Requirement. (a) The Developer, throughout the Term of the Agreement, shall submit to DPD information about the number of jobs created or retained as a result of the Project in a form acceptable to DPD in its sole discretion as part of the Annual Compliance Report.

(b) The Developer intends to create the Permanent Jobs, either directly or through 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. Failure to create the Permanent Jobs shall not constitute an Event of Default under this 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 the City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement or other Redevelopment Project Costs, as applicable. Developer shall provide information with respect to any entity to receive the City Funds directly or indirectly (whether through payment to the

Affiliate by Developer and reimbursement to Developer for such costs using the City 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 TIF program, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the TIF Area.

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

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

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

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

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

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

7.16 Non-Governmental Charges. Except for the Permitted Liens, and subject to the next sentence, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by

appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

7.17 Governmental Charges.

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

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

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

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

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

Financial Statements at Developer's own expense.

7.19 FOIA and Local Records Act Compliance.

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

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

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

**SECTION 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 the City Funds and may seek reimbursement of the City 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 the Developer shall fail to perform a covenant which the 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 the 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(a), 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 City 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(a) have occurred and each has been cured within a separate Cure Period, then any subsequent event under Section 7.05 or Section 7.06(a) 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 Closing Date with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

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

**SECTION 13. GENERAL PROVISIONS**

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

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 the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the 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. Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of a lender providing Lender Financing.

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 Addresses, by any of the following means: (a) personal service; (b)overnight courier; or (c) registered or certified mail, return receipt requested. Such Notice Addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to clause (a) shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or request sent pursuant to clause (c) shall be deemed received two (2) business days following deposit in the mail.

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

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

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

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

[(Sub)Exhibit "B" referred to in The Workshop Arts Collaborative Redevelopment Agreement printed on page 43008 of this *Journal*.]

(Sub)Exhibits "A", "C", "D", "E", "F", "G" and "H" referred to in The Workshop Arts Collaborative Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To The Workshop Arts Collaborative Redevelopment Agreement)

*Legal Description Of Property.*

Legal Description (subject to title and survey):

Lots 9, 19 and 11 in Block 1 in Robert S. Disney's Irving Park Subdivision of the west 25 acres of the east 1/2 of the northwest 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian (except the east 12 rods of the south 40 rods thereof) in Cook County, Illinois.

Property Address:

3741 -- 3749 West Lawrence Avenue
Chicago, Illinois 60625.

Property Identification Number (PIN):

13-14-104-003-0000.

*(Sub)Exhibit "C".*
(To The Workshop Arts Collaborative 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 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 Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

3) Automobile Liability

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

4) All Risk Property

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

5) Blanket Crime (when applicable)

When applicable, 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 each accident; $1,000,000 disease-policy limit and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting

the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Insured may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Insured. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

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

3) Automobile Liability

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

4) Umbrella or Excess

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

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

5) Professional Liability (when applicable)

When any professional consultants perform work, services, or operations in connection with this

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

6) Pollution Liability Insurance (when applicable)

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

The City must be provided with an additional insured status with respect to liability arising out of work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Insured's acts or omissions, whether such liability is attributable to the Insured or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Developer and any other Insured shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

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

7) Valuable Papers (when applicable)

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

8) Installation Floater (when applicable)

When any construction is undertaken, but there is no real property construction taking place, 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.

**Additional Requirements**

Evidence of Insurance. Developer must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the Closing Date, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from 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 the Developer for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Developer to comply with required coverage and terms and conditions outlined herein will not limit 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 their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Developer's insurer(s).

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

No Limitation as to Developer's Liabilities. The coverages and limits furnished by the Developer in no way limit the Developer's liabilities and responsibilities specified within 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 the higher limits and/or broader coverage maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

Insurance required of Contractor and Subcontractors. Developer must require Contractor and Subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and Subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement. The Developer is responsible for ensuring that each Contractor and Subcontractor has named the City 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. The City reserves the right to modify the insurance requirements based on changes to the Agreement and/or scope of work. The City shall provide Developer with sixty (60) days prior written notice of any such modifications.

*(Sub)Exhibit "D".*
(To The Workshop Arts Collaborative Redevelopment Agreement)

*Requisition Form.*

State of Illinois )
) SS
County of Cook )

The affiant, James Yelen, Manager of The Workshop Arts Collaborative (the "Developer"), hereby certifies that with respect to the Redevelopment Agreement between Developer and the City of Chicago dated _____, 2026 (the "Agreement"):

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

B. TIF-Funded Improvements for the Project, in the amount of $_____, have been made.

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

$_____

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

$_____

E. [Intentionally Omitted]

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

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

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

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

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement. The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's

review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer.

The Workshop Arts Collaborative LLC,
an Illinois limited liability company

By: _____

Name: James Yelen

Title: Manager

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

_____
Notary Public

My commission expires: _____

*(Sub)Exhibit "E".*
(To The Workshop Arts Collaborative Redevelopment Agreement)

*Annual Compliance Report.*

*The Workshop Arts Collaborative LLC Redevelopment Agreement.*

Dated As Of [Insert Date].

[Insert Year] Annual Compliance Report.

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), The Workshop Arts Collaborative 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.

-- Compliance with the Jobs Reporting Requirement (Section 7.06).

-- Delivery of Financial Statements and unaudited financial statements (Section 7.11).

-- Delivery of updated insurance certificate (Section 7.12).

-- Provide evidence of payment of Non-Governmental Charges (Section 7.16).

-- Compliance with all executory provisions of the RDA.

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

-- The Project is in operation.

-- The Property is [Insert Percentage] occupied.

(c) Attach evidence of such compliance or noncompliance.

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

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

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

Attachments.

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

_____ _____

[Insert Developer Name] [Insert Date]

*(Sub)Exhibit "F".*
(To The Workshop Arts Collaborative Redevelopment Agreement)

*Construction Compliance.*

Agreements With Contractors.

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

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

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

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

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the construction contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.06 (Change Orders), (Sub)Exhibit F Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this

paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

i. At least 26 percent by MBEs; and

ii. At least 6 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this (Sub)Exhibit F. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this (Sub)Exhibit F, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

*(Sub)Exhibit "G".*
(To The Workshop Arts Collaborative Redevelopment Agreement)

*Escrow Agreement.*

(Not Attached For Ordinance Purposes)

*(Sub)Exhibit "H".*
(To The Workshop Arts Collaborative Redevelopment Agreement)

*Approved Prior Expenditures.*

(Not Attached For Ordinance Purposes)

*(Sub)Exhibit "B".*
(To The Workshop Arts Collaborative Redevelopment Agreement)

*Project Budgets.*

| | | *Total Project* | *MBE/WBE* | *Eligibles* |
|---|---|---|---|---|
| 10-40 | **Total Acquisition Costs** | **$646,249** | | **$646,249** |
| | **Hard Costs** | | | |
| G total | *Building Shell work* | $43,720 | $43,720 | $43,720 |
| A total | *Substructure* | $0 | $0 | $0 |
| B total | *Shell* | $352,010 | $352,010 | $352,010 |
| C total | *Interiors* | $496,669 | $496,669 | $496,669 |
| D total | *Services* | $392,600 | $392,600 | $392,600 |
| E total | *FFE* | $42,000 | | |
| F total | *Special Construction & Demolition* | $0 | $0 | $0 |
| Z total | *Hard Cost Contingency* | $195,840 | $195,840 | |
| | **Total Hard Costs** | **$1,522,839** | **$1,480,839** | **$1,284,999** |
| | *Percentage of Eligible Hard Costs* | | | 84% |
| | **Soft Costs** | | | |
| 11 | *Architecture & Engineering* | $154,025 | | $154,025 |
| 12-15 | *Other Professional Services* | $296,485 | | $251,867 |
| 20 total | *Construction Management* | $134,922 | | $115,650 |
| 30 total | *Permits & Fees* | $0 | | |
| 40 total | *Construction Equipment, Rentals & Tools* | $0 | | |
| 50 total | *Developer Fee* | $0 | | $0 |
| 60 total | *Soft Cost Contingency* | $51,635 | | |
| 70 total | *General Conditions & Requirements* | $217,000 | | $183,109 |
| 80 total | *Overhead & Profit* | $70,300 | | $59,236 |
| | **Total Soft Costs** | **$926,467** | | **$762,086** |
| | **Total** | **$3,095,555** | **$1,480,839** | **$2,693,334** |
| | *Project MBE Total at 26%* | | **$385,018** | |
| | *Project WBE Total at 6%* | | **$88,850** | |

EXECUTION OF FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH CELADON CONSTRUCTION CORPORATION NFP, CELADON PARTNERS LLC, BLACKWOOD DEVELOPMENT PARTNERS LLC, UNITED YARDS 1B LL LLC AND UNITED YARDS 1B QALICB LLC TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS AND MODIFICATION DISBURSEMENT STRUCTURE FOR UNITED YARDS 1B PROJECT AT 4700 S. ASHLAND AVE.

[O2026-0024871]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Finance, to which was referred an ordinance authorizing the execution of the First Amendment to the redevelopment agreement with Celadon Construction Corporation NFP, Celadon Partners LLC, Blackwood Development Partners LLC, United Yards 1B LL LLC and United Yards 1B QALICB LLC to provide Tax Increment Financing (TIF) assistance and modification disbursement structure for United Yards 1B project at 4700 South Ashland Avenue (20th Ward) (O2026-0024871), amount not to exceed: $1,813,375 TIF, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting vote on May 18, 2026.

(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, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on March 27, 2002 and published at pages 81473 to 81625 of the *Journal of the Proceedings of the City Council* (the "Journal") of such date, a certain redevelopment plan and project (the "Original 47th/Ashland Plan and Project") for the 47th/Ashland Redevelopment Project Area (the "47th/Ashland Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002 and published at pages 81626 to 81639 of the *Journal* of such date, the 47th/Ashland Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002 (the "47th/Ashland TIF Ordinance") and published at pages 81640 to 81652 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs, as defined in the Act, incurred pursuant to the Original 47th/Ashland Plan and Project and directed that the allocation of ad valorem taxes arising from levies by taxing districts upon the taxable real property in the 47th/Ashland Area and tax rates be divided in accordance with the Act and as described in the 47th/Ashland TIF Ordinance; and

WHEREAS, The Original 47th/Ashland Plan and Project has been amended five times (the "Plan and Project Amendments"); and

WHEREAS, The Original 47th/Ashland Plan and Project, as amended by the Plan and Project Amendments, are together herein referred to as the "47th/Ashland Plan and Project"; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 19, 2023, and published at pages 62089 to 62161 of the *Journal* for such date (the "Original Ordinance"), which Original Ordinance was amended by an ordinance adopted by the City Council on November 1, 2023, and published at pages 4424 to 4497 of the *Journal* for such date (the "First Amending Ordinance") (the Original Ordinance and the First Amending Ordinance, together, the "Ordinance"), the City entered into that certain United Yards 1B Redevelopment Agreement ("Original RDA") dated as of December 21, 2023 and recorded on December 27, 2023 as Document Number 2336145055 in the Office of the Cook County Clerk (the "Recorder") by the City and Celadon Construction Corporation NFP, an Illinois not-for-profit corporation ("Celadon Construction"), Celadon Partners LLC, an Illinois limited liability company ("Celadon Partners"), Blackwood Development Partners LLC, an Illinois limited liability company ("Blackwood"), United Yards 1B QALICB LLC, an Illinois limited liability company (the "QALICB") and United Yards 1B LL LLC, an Illinois limited liability company (the "Prime Tenant") (Celadon Construction, Celadon Partners, Blackwood, the QALICB and the Prime Tenant, collectively, the "Developer"); and

WHEREAS, The City desires to amend the Original RDA to, among other things, increase the amount of City Funds for the Project (as such terms are defined in the Original RDA) by not to exceed $1,813,375 to reimburse cost escalations and scope revisions of the Project, to revise the disbursement schedule of City Funds to the Developer, and to revise certain covenants of the Developer; now, therefore,

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

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

SECTION 2. The Commissioner of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Amendment Number 1 to United Yards 1B Redevelopment Agreement by and between the City and the Developer in substantially the form attached hereto as Exhibit A and made a part hereof (the "Amendment"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Amendment on behalf of the City. The Commissioner or a designee of the Commissioner are each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the 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, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

*Exhibit "A".*
(To Ordinance)

*Amendment No. 1 To United Yards 1B Redevelopment Agreement.*

This Amendment Number 1 to the United Yards 1B Redevelopment Agreement (this "Amendment") is made as of _____, 2026, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Celadon Construction Corporation NFP, an Illinois

not-for-profit corporation ("Celadon Construction"), Celadon Partners LLC, an Illinois limited liability company ("Celadon Partners"), Blackwood Development Partners LLC, an Illinois limited liability company ("Blackwood"), United Yards 1B LL LLC, an Illinois limited liability company (the "Prime Tenant") and United Yards 1B QALICB LLC, an Illinois limited liability company (the "QALICB") (Celadon Construction, Celadon Partners, Blackwood, the Prime Tenant, and the QALICB are, collectively, the "Developer" and each a "Developer Party").

*Recitals.*

A. Pursuant to an ordinance enacted on April 19, 2023, and an amending ordinance enacted on November 1, 2023, the City Council of the City of Chicago (the "City Council") authorized the Commissioner of Planning and Development for the City to enter into that certain United Yards 1B Redevelopment Agreement (the "Original Agreement").

B. On December 21, 2023, the City and the Developer entered into the Original Agreement, pursuant to which, within the showroom floor parcel of the former Goldblatt's department store at 4700 South Ashland Avenue in the City, and which is legally described on (Sub)Exhibit A hereto (the "Property"), and within the time frames set forth in Section 3.01 of the Original Agreement, the Developer agreed to:

(a) complete the rehabilitation of the Property into (x) an approximately 14,617 sf space (the "FQHC Space") intended to be occupied by a Federally-Qualified Health Center ("FQHC'), and (y) an approximately 8,240 sf space into retail space (the "Other Goldblatt's Space" and collectively with FQHC Space, "Developer Space") intended to be occupied by the Back of the Yards Coffee retail business or an affiliate thereof ("BYC") for the use by BYC and other local businesses; and

(b) sell or transfer title to the Property, including but not limited to the FQHC Space and the Other Goldblatt's Space, to the QALICB; and

(c) ensure that the QALICB leases the FQHC Space and the Other Goldblatt's Space to the Prime Tenant (the "Prime Lease') and ensure that the Prime Tenant subleases the respective spaces to the FQHC, BYC, and/or to-be-determined subtenants (collectively, the "Lease"); and

(d) thereby hope to create or retain jobs on the Property that equate to approximately 40 full-time-equivalent employees.

The combination of (a) and (b), above, collectively, comprise the "Facility".

The combination of (a), (b), (c) and (d) above, collectively, comprise the redevelopment project (the "Project").

C. The Property is located within the Redevelopment Area.

D. All capitalized terms not otherwise defined herein have the meanings set forth in the Original Agreement.

E. To support the Developer's completion of the Project and the Facility, the City agreed to use Incremental Taxes to pay for or reimburse Developer for the costs of TIF-Funded Improvements incurred by Developer pursuant to the terms and conditions of the Original Agreement.

In addition, the City agreed to pay Developer CRP Funds to pay for a portion of the costs of the Project through the City's Chicago Recovery Program (the "CRP Funds").

F. Developer has now requested, and the City has agreed to fund, an additional $1,813,375 in Incremental Taxes (not CRP Funds) to reimburse the Developer for unforeseen cost escalations and scope revisions related to the Project. In consideration of the additional funding, the City is requiring revisions to the funding disbursement schedule and to certain covenants, as described herein.

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 Amendment by reference.

*Section 2.*

*Amendments To The Original Agreement.*

Section 3.03 of the Original Agreement is hereby replaced with:

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than $19,263,775. Developer hereby certifies to the City that the City Funds, together with Lender Financing, Equity, and Net NMTC Equity, all as described in Section 4.02 hereof, shall be sufficient to complete the Project. Developer hereby certifies to the City that (a) it has Lender Financing, Equity, and Net NMTC Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

Section 4.01 of the Original Agreement is hereby replaced with:

4.01 Total Project Cost And Sources Of Funds. The cost of the Project is estimated to be $19,263,775, to be applied in the manner set forth in the Project Budget (the "Total Project Cost"). Such costs shall be funded through a NMTC financing structure, including the NMTC Loan, in part, from the following sources:

| | |
|---|---|
| Deferred Developer Fee | $ 500,000 |
| Senior Loan/Lender Financing | $ 3,300,000 |
| City Funds | $ 6,813,375 |
| City (CRP) Funds | $ 4,200,000 |
| Net NMTC Equity | $ 2,950,400 |
| Chicago Community Trust Grant | $ 1,500,000 |
| Estimated Total: | $19,263,775 * |

Section 4.03 of the Original Agreement is hereby replaced with:

4.03 City Funds.

(a) Uses Of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements incurred by Developer that constitute Redevelopment Project Costs. (Sub)Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Section 4.03(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to Developer hereunder prior to the issuance of the Certificate.

* Amount reflects anticipated Senior Loan funds to bridge the City Funds.

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

| Source Of City Funds | Maximum Amount |
|---|---|
| Incremental Taxes | $6,813,375 |

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of $6,813,375 or 35.4% of the Total Project Cost; and provided further, that the $6,813,375 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose. The City Funds shall be paid to Developer in four disbursements pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement, as follows:

| Payment | Timing | Maximum Annual Payment |
|---|---|---|
| Initial Payment | Within 30 days after the issuance of the Certificate | $4,313,375 |
| Second Payment | Six-month Anniversary of the issuance of the Certificate | $1,250,000 |
| Third Payment | 12-month Anniversary of the issuance of the Certificate | $1,250,000 |
| Total City Funds: | | $6,813,375 |

City Funds derived from Incremental Taxes shall be available to pay such costs and allocated for such purposes so long as the amount of the Incremental Taxes is sufficient to pay for such costs.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth in parts (a) and (b) above, as well as the prior issuance of the Certificate and the Developer's satisfaction of all other applicable terms and conditions of this Agreement, including, without limitation, compliance with the covenants in Section 8.06.

(c) Reduction In City Funds. City Funds may be reduced if the final Total Project Cost falls below $19,263,775 and the City Funds will be reduced by $1.00 for every $1.00 shortfall. Such reduction shall be made from the Initial Payment and, if necessary, from the Second Payment.

Section 5.17 of the Original Agreement is hereby replaced with:

5.17 Prime Lease, The Lease, And Other Agreements. Complete copies of the Prime Lease, the Lease, and all other written agreements, if any, setting forth the parties' understandings relating to Developer's occupancy and leasing of the Property and any financial agreements between the parties in any way relating to the Property or the Prime Lease or the Lease, certified by Developer, shall have been delivered to the City. In addition, 2026 estimated pass-through expenses, accounting of vendor contracts, and verified subtenant rent and CAM collection timelines. In addition, proof that all Subtenant spaces are open and operational or actively marketed.

Section 7.01(g) and (h) of the Original Agreement are hereby replaced with:

(g) Evidence acceptable to DPD that the Total Project Cost is equal to, or in excess of, $19,263,775. As described in Section 4.03(c), the City Funds will be reduced on a dollar for dollar basis if the Total Project Cost is less than $19,263,775;

(h) Evidence that Developer has incurred TIF-eligible costs in an amount equal to, or greater than, the total amount of City Funds for the Project (up to $6,813,345);

(Sub)Exhibits C, H-1 and H-2 of the Original Agreement are hereby replaced with (Sub)Exhibits C-1, H-1-1 and H-2-1 attached and incorporated hereto.

*Section 3.*

*Miscellaneous.*

3.01 Entire Agreement. This Amendment (including each Exhibit attached hereto, which is hereby incorporated herein by reference) and the Original Agreement, together, constitutes the entire Agreement (the "Agreement") between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. Other than as amended by this Amendment, the Original Agreement is unchanged and, as of the date of the Amendment, is still executory.

3.02 No Effect On Recording Of Priority Of Agreement. The parties agree that entering into this Amendment shall have no effect on the recording priority of the Original Agreement and that this Amendment shall relate back to the date the Original Agreement was originally recorded in the land title records of Cook County, Illinois.

3.03 Counterparts. This Amendment 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.

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

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

3.06 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.

3.07 Exhibits. All the exhibits attached to this Amendment are incorporated into the Agreement by reference.

In Witness Whereof, The parties hereto have caused this Amendment to be executed on or as of the day and year first above written.

Celadon Partners LLC, an Illinois
limited liability company

By: _____

Name: Aron Weisner

Title: Manager

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for the said county, in the State aforesaid, do hereby certify that Aron Weisner, personally known to me to be the Manager of Celadon Partners LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and

delivered the said instrument, pursuant to the authority given by the members of Celadon Partners LLC as his free and voluntary act, and as the free and voluntary act and deed of Celadon Partners LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____.

_____
Notary Public

[Seal]

In Witness Whereof, The parties hereto have caused this Amendment to be executed on or as of the day and year first above written.

Blackwood Development Partners LLC,
an Illinois limited liability company

By: _____

Name: Jose Duarte

Title: Manager

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for the county, in the State aforesaid, do hereby certify that Jose Duarte, personally known to me to be the Manager of Blackwood Development Partners LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to the authority given by the members of Blackwood Development Partners LLC as his free and voluntary act, and as the free and voluntary act and deed of Blackwood Development Partners LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____.

_____
Notary Public

[Seal]

In Witness Whereof, The parties hereto have caused this Amendment to be executed on or as of the day and year first above written.

United Yards 1B QALICB LLC, an
Illinois limited liability company

By: Blackwood Development Partners LLC,
an Illinois limited liability company,
its managing member

By: _____

Name: Jose Duarte

Title: Manager

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for the county, in the State aforesaid, do hereby certify that Jose Duarte, personally known to me to be the Manager of Blackwood Development Partners LLC, an Illinois limited liability company ("Managing Member"), the managing member of United Yards 1B QALICB LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to the authority given by the members of Managing Member as his free and voluntary act, and as the free and voluntary act and deed of Managing Member and United Yards 1B QALICB LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____.

_____
Notary Public

[Seal]

In Witness Whereof, The parties hereto have caused this Amendment to be executed on or as of the day and year first above written.

United Yards 1B LL LLC, an
Illinois limited liability company

By: Blackwood Development Partners LLC,
an Illinois limited liability company,
its managing member

By: _____

Name: Jose Duarte

Title: Manager

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for the county, in the State aforesaid, do hereby certify that Jose Duarte, personally known to me to be the Manager of Blackwood Development Partners LLC, an Illinois limited liability company ("Managing Member"), the managing member of United Yards 1B LL LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to the authority given by the members of Managing Member as his free and voluntary act, and as the free and voluntary act and deed of Managing Member and United Yards 1B LL LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____.

_____
Notary Public

[Seal]

In Witness Whereof, The parties hereto have caused this Amendment to be executed on or as of the day and year first above written.

Celadon Construction Corporation NFP,
an Illinois not-for-profit corporation

By: _____

Name: Abraham Lacy

Title: Authorized Representative

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for the county, in the State aforesaid, do hereby certify that Abraham Lacy, personally known to me to be the Authorized Representative of Celadon Construction Corporation NFP, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Authorized Representative, he signed and delivered the said instrument, pursuant to the authority given by the board of directors of Celadon Construction Corporation NFP as his free and voluntary act, and as the free and voluntary act and deed of Celadon Construction Corporation NFP, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____.

_____
Notary Public

[Seal]

In Witness Whereof, The parties hereto have caused this Amendment to be executed on or as of the day and year first above written.

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

By: _____
Ciere Boatright, Commissioner

State of Illinois )
) SS.
County of Cook )

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

Given under my hand and official seal this ____ day of _____.

_____
Notary Public

My commission expires: _____

[Seal]

(Sub)Exhibits "A", "C-1", "H-1-1" and "H-2-1" referred to in this Amendment Number 1 to the United Yards 1B Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To Amendment No. 1 To United Yards 1B Redevelopment Agreement)

*Property.*

[Subject To Survey And Title Insurance]

(Former Goldblatt's Building, Ground Floor):

That part of Lots 1 to 5 inclusive (except that part of said lots taken for widening South Ashland Avenue); Lot 43 (except that part of said Lot 43 dedicated for an alley by Document Number 5610414); Lots 44 to 47, both inclusive and 16-foot strip formerly alley and now vacated lying west of and adjoining said Lots 1, 2 and 3, all in Block 1 in Berger and Jacob's Subdivision of Block 9 in Stone and Whitney's Subdivision of the west half of the southeast quarter of Section 6 and the north half and west half of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, also all that part of the north and south alley being part of said Lot 43 as dedicated and recorded in the Office of the Recorder of Deeds in Cook County, Illinois on April 12th, 1995 as Document Number 5610414 together with that part of the north and south alley lying west of and adjoining the west line of Lots 4 and 5 and lying east of and adjoining the east line of original Lot 43 and lying north of and adjoining a line drawn from the southwest corner of Lot 5 to the southeast corner of original Lot 43, all in Block 1 of Berger and Jacobs Subdivision aforementioned, lying between the horizontal planes of 14.75 feet and 32.00 feet, Chicago City Datum (CCD), based on the City of Chicago benchmark monument Number 90 having an elevation of 14.545 CCD, described as follows: beginning at the northwest corner of said Lot 47; thence south 89 degrees, 44 minutes, 57 seconds east along the south line of West 47th Street, being an assumed bearing, 88.81 feet to a point on the northerly extension of the centerline of an existing wall within an existing building; thence south, east and north the following five courses along said centerline: (1) south 00 degrees, 22 minutes, 21 seconds west, 25.55 feet; (2) south 89 degrees, 37 minutes, 39 seconds east, 49.45 feet; (3) north 00 degrees, 22 minutes, 21 seconds east, 7.00 feet; (4) south 89 degrees, 37 minutes, 39 seconds east, 44.40 feet; (5) north 00 degrees, 22 minutes, 21 seconds east, 18.75 feet to a point on said south line of West 47th Street; thence south 89 degrees, 44 minutes, 57 seconds east along said south line of West 47th Street, 65.69 feet to a point on the west line of said South Ashland Avenue as widened; thence south 00 degrees, 01 minute, 39 seconds east along said west line as widened, 124.60 feet to a point on the south line of said Lot 5; thence north 89 degrees, 44 minutes, 57 seconds west along the south line of said Lot 5, a distance of 111.17 feet to the southwest corner thereof, also being the westerly face of the existing brick building; thence north 00 degrees, 18 minutes, 39 seconds east along said west face, 16.36 feet to an inside corner of said brick building; thence north 89 degrees, 41 minutes, 21 seconds west along the southerly face of said brick building, 17.58 feet; thence south 00 degrees, 18 minutes, 39 seconds west, 16.98 feet to a point

on the north line of the existing public alley; thence north 89 degrees, 44 minutes, 57 seconds west continuing along said north line, 46.81 feet to a point on the southerly extension of the centerline of an existing wall within an existing building; thence north and west the following seven courses along said centerline: (1) north 00 degrees, 18 minutes, 39 seconds east, 29.59 feet; (2) south 89 degrees, 56 minutes, 47 seconds west, 24.20 feet; (3) north 00 degrees, 03 minutes, 13 seconds west, 17.06 feet; (4) north 41 degrees, 31 minutes, 43 seconds west, 5.61 feet; (5) south 89 degrees, 56 minutes, 47 seconds west, 18.01 feet; (6) north 00 degrees, 03 minutes, 13 seconds west, 22.70 feet; (7) south 89 degrees, 56 minutes, 47 seconds west, 27.02 feet to a point on the east line of South Marshfield Avenue; thence north 00 degrees, 02 minutes, 06 seconds west along said east line, 52.03 feet to the point of beginning, in Cook County, Illinois.

(Roof And Water Tower Area):

That part of Lots 1 to 5 inclusive (except that part of said lots taken for widening South Asiiland Avenue); Lot 43 (except that part of said Lot 43 dedicated for an alley by Document Number 5610414); Lots 44 to 47, both inclusive and 16-foot strip formerly alley and now vacated lying west of and adjoining said Lots 1, 2 and 3, all in Block 1 in Berger and Jacob's Subdivision of Block 9 in Stone and Whitney's Subdivision of the west half of the southeast quarter of Section 6 and the north half and west half of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, also all that part of the north and south alley being part of said Lot 43 as dedicated and recorded in the Office of the Recorder of Deeds in Cook County, Illinois on April 12th, 1905 as Document Number 5610414 together with that part of the north and south alley lying west of and adjoining the west line of Lots 4 and 5 and lying east of and adjoining the east line of original Lot 43 and lying north of and adjoining a line drawn from the southwest corner of Lot 5 to the southeast corner of original Lot 43, all in Block 1 of Berger and Jacob's Subdivision aforementioned, lying between the horizontal planes of 107.00 feet and 145.00 feet, Chicago City Datum (CCD), based on the City of Chicago benchmark monument Number 90 having an elevation of 14.545 CCD, described as follows: commencing at the northwest corner of said Lot 47; thence south 00 degrees, 02 minutes, 06 seconds east along the west line of said Lot 47, also being east line of South Marshfield Avenue, 125.20 feet to the southwest corner of said Lot 47, also being a point on the north line of a public alley; thence south 89 degrees, 44 minutes, 57 seconds east along said north line, 36.20 feet to the point on the west wall of the existing penthouse, said point being the of beginning; thence north 00 degrees, 25 minutes, 45 seconds east along the west wall of said penthouse, 29.43 feet to the northwest corner thereof; thence north 89 degrees, 55 minutes, 26 seconds east along the north wall of said penthouse, 37.02 feet to the northeast corner thereof; thence south 00 degrees, 18 minutes, 39 seconds west along the east wall of said penthouse, 29.64 feet to a point on the north line of said public alley; thence north 89 degrees, 44 minutes, 57 seconds west along said north line, 37.08 feet to the point of beginning, in Cook County, Illinois.

*(Sub)Exhibit "C-1".*
(To Amendment No. 1 To United Yards 1B Redevelopment Agreement)

*TIF-Funded Improvements.*

**United Yards 1B**

| | TIF- Eligible Budget |
|---|---|
| **Acquisition Costs** | $1,882,428 |
| **Hard Costs** | |
| Shell | $0 |
| Interiors | $328,983 |
| Services | $3,484,303 |
| FFE | $0 |
| Special Construction | $1,003,847 |
| Building Site Work | $160,479 |
| Hard Cost Contingency | $851,974 |
| **Total Hard Costs** | **$5,829,586** |
| | |
| **Soft Costs/Fees** | |
| Architecture & Engineering | $878,187 |
| Other Professional Services | $0 |
| Construction Management | $414,474 |
| Permits & Titles | $0 |
| Developer Fee | $957,132 |
| Soft Cost Contingency | $0 |
| General Conditions & Requirements | $448,407 |
| Overhead & Profit | $597,876 |
| **Total Soft Costs** | **$3,296,076** |
| | |
| **Total** | **$11,008,091** |

*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of $6,813,375 or 35.4% of the Project Budget.

*(Sub)Exhibit "H-1-1".*
(To Amendment No. 1 To United Yards 1B Redevelopment Agreement)

*Project Budgets.*

**United Yards 1B**

| | **Project Budget** |
|---|---|
| **Acquisition Costs** | $1,882,428 |
| **Hard Costs** | |
| Shell | $0 |
| Interiors | $328,983 |
| Services | $3,484,303 |
| FFE | $3,645,356 |
| Special Construction | $1,003,847 |
| Hard Cost Contingency | $851,974 |
| Total Hard Costs | $9,474,941 |
| | |
| **Soft Costs/Fees** | |
| Architecture & Engineering | $878,187 |
| Other Professional Services | $3,815,783 |
| Construction Management | $414,474 |
| Permits & Titles | $101,516 |
| Developer Fee | $1,500,000 |
| Soft Cost Contingency | $150,162 |
| General Conditions & Requirements | $448,407 |
| Overhead & Profit | $597,876 |
| | |
| **Total Soft Costs** | $7,906,406 |
| | |
| **Total** | **$19,263,775** |

*(Sub)Exhibit "H-2-1".*
(To Amendment No. 1 To United Yards 1B Redevelopment Agreement)

*MBE/WBE Budget.*

**United Yards 1B**

| | MBE/WBE Budget |
|---|---|
| **Acquisition Costs** | |
| **Hard Costs** | |
| Shell | $0 |
| Interiors | $328,983 |
| Services | $3,484,303 |
| FFE | $0 |
| Special Construction | $1,003,847 |
| Building Site Work | $160,479 |
| Hard Cost Contingency | $851,974 |
| **Total Hard Costs** | **$7,757,974** |
| | |
| **Soft Costs/Fees** | |
| Architecture & Engineering | $0 |
| Other Professional Services | $0 |
| Construction Management | $0 |
| Permits & Titles | $0 |
| Developer Fee | $0 |
| Soft Cost Contingency | $0 |
| General Conditions & Requirements | $0 |
| Overhead & Profit | $0 |
| **Total Soft Costs** | **$0** |
| **Total** | **$5,829,586** |

| | |
|---|---|
| **Project MBE Total at 26%** | $1,515,692 |
| **Project WBE Total at 6%** | $349,775 |

EXECUTION OF FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH WESTSIDE HEALTH AUTHORITY TO MODIFY DISBURSEMENT STRUCTURE OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR ASPIRE CENTER PROJECT AT 5500 W. MADISON ST.

[O2026-0024878]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Finance, to which was referred an ordinance authorizing the execution of the First Amendment to the redevelopment agreement with Westside Health Authority to modify the disbursement structure of Tax Increment Financing (TIF) assistance for Aspire Center project at 5500 West Madison Street (29th Ward) (O2026-0024878), amount not to exceed: $12,250,000 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 no dissenting vote on May 18, 2026.

(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, Pursuant to an ordinance adopted by the City Council ( the "City Council") of the City of Chicago (the "City") on September 29, 1999 and published at pages 11506 to 11621 of the *Journal of the Proceedings of the City Council* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Madison/Austin Corridor Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), and was amended by an ordinance authorizing a first amendment adopted by the City Council on November 3, 2004 and published at pages 34555 to 34569 of the *Journal* of such date, and further amended by an ordinance authorizing a second amendment adopted by the City Council on April 19, 2023 and published at pages 62459 to 62462 of the *Journal* of such date; and

WHEREAS, Westside Health Authority, an Illinois not-for-profit corporation ("WHA"), owns property within the Area at 5500 West Madison Street, Chicago, Illinois 60639 (the "Site") and WHA, along with Austin Coming Together, an Illinois not-for-profit corporation, Aspire Center Development Corporation NFP, an Illinois not-for-profit corporation, and Aspire Center QALICB NFP, an Illinois not-for-profit corporation (collectively, the "Developer"), desire to complete rehabilitation of the former Robert Emmet Elementary School on the Site into an approximately 76,500-square-foot mixed-use facility (the "Project"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 19, 2023, and published at pages 62267 to 62319 of the *Journal* of such date, the City authorized the Developer as developer for the Project, and the City entered in a redevelopment agreement with the Developer for the rehabilitation of the Project on September 7, 2023 (the "Original Redevelopment Agreement"); and

WHEREAS, The Developer is in the process of completing redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of the Original Redevelopment Agreement, including but not limited to rehabilitation of the Project which will be financed in part by incremental taxes from the Area; and

WHEREAS, The Developer and the City desire to amend the Original Redevelopment Agreement to change the manner by which the City funds will be reimbursed to the Developer for Project costs; now, therefore,

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

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

SECTION 2. The Commissioner of Planning and Development or a designee of the Commissioner are hereby authorized, with the approval of the Corporation Counsel, to negotiate, execute and deliver the First Amendment to Redevelopment Agreement, substantially in the form attached hereto as Exhibit A (the "First Amendment"), and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the First Amendment.

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 of the other provisions of this ordinance.

SECTION 4. 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)

*First Amendment To Aspire Center Redevelopment Agreement.*

This First Amendment to Aspire Center Redevelopment Agreement (this "First Amendment") is made as of this ____ day of _____, 2026 (the "Effective Date"), by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development (the "DPD"), and Westside Health Authority, an Illinois not-for-profit corporation, Austin Coming Together, an Illinois not-for-profit corporation, Aspire Center Development Corporation NFP, an Illinois not-for-profit corporation and Aspire Center QALICB NFP, an Illinois not-for-profit corporation (collectively, referred to herein as the "Developer").

*Recitals.*

A. Developer and the City have entered into the Aspire Center Redevelopment Agreement dated as of September 7, 2023 (the "RDA"), which was recorded with the Clerk of Cook County on September 13, 2023 as Document Number 2325625055 pursuant to which the City provided financing to assist Developer in completing the Project (as defined in the RDA), which is located on the property described in Exhibit A attached hereto (the "Property").

B. Developer and the City desire to amend the RDA to accelerate the manner in which disbursements of City Funds will be made, among other things.

C. The Parties acknowledge that to date the City has reimbursed Developer in the amount of $_____ in City Funds for TIF funded improvements pursuant to the RDA.

D. The City Council of the City, pursuant to an ordinance adopted on _____, 2026, authorized 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:

*Article I.*

*Recitals.*

The foregoing recitals are hereby incorporated into this Amendment by reference and made a contractual part hereof.

*Article II.*

*Closing Conditions.*

The effectiveness of this First Amendment is subject to the covenants and agreements contained herein, and the satisfaction of the following conditions (collectively, the "Closing Conditions"):

(A) Amendment. The execution of this First Amendment by all parties and the recording of this First Amendment by the Developer at its expense;

(B) Title. The Developer has furnished the City with a date down endorsement to the Title Policy for the Property, certified by the Title Company, dated within 10 days before the date this First Amendment is signed, showing the Developer as the named insured, satisfying the requirements described in Section 5.05 of the RDA and noting the recording of this First Amendment as an encumbrance against the Property;

(C) Evidence Of Clean Title. The Developer, at its own expense, has provided the City with searches, updated within 20 days before the date this First Amendment is signed, as described under Section 5.06 of the RDA, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(D) Opinion Of The Developer's Counsel. The Developer has furnished the City with an opinion of counsel, substantially in the form attached as (Sub)Exhibit J to the RDA, with such changes as required by or acceptable to Corporation Counsel;

(E) Corporate Documents; Economic Disclosure Statement. The Developer has delivered to the City the following documents accompanied by a certificate of the secretary or authorized officer of each entity certifying them as true, correct and complete copies that have not been amended or modified: (i) Articles of Organization or Articles of Incorporation, as applicable, (ii) good standing certificate, (iii) written consent or resolutions authorizing the execution of this First Amendment, (iv) evidence of incumbency, and (v) operating agreement or bylaws, as applicable. The Developer has delivered Economic Disclosure Statement(s), in the City's then current form, dated the date hereof.

*Article III.*

*Amendment To Agreement.*

A. Section 4.03 (B) is deleted in its entirety and replaced with the following:

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

| Source Of City Funds | Maximum Amount |
|---|---|
| Incremental Taxes | $12,250,000 |

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of $12,250,000 or 29.91% of the actual Total Project Costs; and provided further, that the $12,250,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose:

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

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

The City Funds shall be paid to Prime Tenant in two equal installments pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement, as follows:

1. First installment in an amount up to $6,125,000 or 50% of City Funds, will be paid upon receipt of the Certificate.

2. Second and final installment in the amount of $6,125,000 or 50% of the City Funds, will be paid upon approval of this First Amendment by the City Council and approval of Developer's submitted payment requisition by DPD.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $12,250,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity or Lender Financing, with the consent of the City in its sole discretion, to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately."

*Article IV.*

*Covenants, Representations And Warranties Of Developer.*

Developer covenants, represents and warranties that:

(a) such party has the right, power and authority to enter into, execute, deliver and perform this First Amendment. The execution, delivery and performance by such party of this First Amendment have been duly authorized by all necessary action, and do not and will not violate its Articles of Organization, Articles of Incorporation, Operating Agreement or Bylaws, as applicable, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound;

(b) such party is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing or any related agreements.

*Article V.*

*Miscellaneous.*

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

B. No Effect On Recording Priority Of RDA Or Subordination Agreement. The parties agree that entering into this First Amendment shall have no effect on the recording priority of the RDA (or any outstanding subordination agreement that might relate thereto) and that this First Amendment shall relate back to the dates that each of the RDA (or any outstanding subordination agreement that might relate thereto) were originally recorded in the land title records of Cook County, Illinois.

C. No Change In Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the RDA.

D. Other Terms In The RDA Remain; Conflict.

(a) Except as explicitly provided in this First Amendment, all other provisions and terms of the RDA shall remain unchanged.

(b) In the event of a conflict between any provisions of this First Amendment and the provisions of the RDA, the provisions of this First Amendment shall control. Other than as specifically modified hereby, the terms and conditions of the RDA, as amended, shall remain in effect with respect to the parties thereto.

E. Representations And Warranties Of Developer. Developer acknowledges and agrees that, notwithstanding any other terms or provisions of this First Amendment to the contrary, Developer shall remain liable for all of its obligations and liabilities under the RDA, as amended by this First Amendment.

F. Form Of Documents. All documents required by this First Amendment to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

G. Recording And Filing. Developer shall cause this First Amendment to be recorded and filed on the date hereof against the Property legally described in (Sub)Exhibit A hereto in the conveyance and real property records of the county in which the Property is located. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this First Amendment showing the date and recording number of record.

H. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

I. Counterparts. This First Amendment 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.

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

K. Binding Effect. This First Amendment shall be binding upon Developer, its affiliates and the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer and the City and their respective successors and permitted assigns (as provided herein).

L. No Business Relationship With City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, 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 official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the RDA, or this First Amendment or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the RDA or this First Amendment and the transactions contemplated hereby and thereby. 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 First Amendment or the transactions contemplated thereby.

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

N. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

In Witness Whereof, The parties hereto have caused this First Amendment to be executed as of the date first above written.

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

By: _____

Name: Ciere Boatright

Title: Commissioner of Planning and Development

Westside Health Authority, an Illinois not-for-profit corporation

By: _____

Name: Morris Reed

Title: Chief Executive Officer

Austin Coming Together, an Illinois not-for-profit corporation

By: _____

Name: Darnell Shields

Title: Executive Director

Aspire Center Development Corporation NFP, an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Aspire Center QALICB NFP, an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

State of Illinois )
) SS.
County of Cook )

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

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My commission expires: _____

[Seal]

State of Illinois )
) SS.
County of Cook )

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that Morris Reed, personally known to me to be the Chief Executive Officer of Westside Health Authority, an Illinois not-for-profit corporation ("WHA"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of WHA, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My commission expires: _____

[Seal]

State of Illinois )
) SS.
County of Cook )

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that Darnell Shields, personally known to me to be the Executive Director of Austin Coming Together, an Illinois not-for-profit corporation ("ACT"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of ACT, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My commission expires: _____

[Seal]

State of Illinois )
) SS.
County of Cook )

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ of Aspire Center Development Corporation NFP, an Illinois not-for-profit corporation (the "Prime Tenant"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of Prime Tenant, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My commission expires: _____

[Seal]

State of Illinois )
) SS.
County of Cook )

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ of Aspire Center QALICB NFP, an Illinois not-for-profit corporation (the "QALICB"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of QALICB, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My commission expires: _____

[Seal]

(Sub)Exhibit "A" referred to in this First Amendment to Aspire Center Redevelopment Agreement reads as follows:

*(Sub)Exhibit "A".*
(To First Amendment To Aspire Center Redevelopment Agreement)

*Legal Description.*

That part of the south 9 feet of Lot 13, together with that part of Lots 14 to 19 and Lots 30 to 48 together with that part of the vacated alley adjoining said lots in Block 6 in Craft's Addition to Austinville, a subdivision of the west 36¼ acres of the south 43¾ acres of the west half of the southwest quarter, Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, recorded March 29, 1871 as Document Number 89072 and re-recorded April 3, 1878, as Document Number 174822, described as follows: commencing at the intersection of North Central Avenue and West Madison Street, as monumented and occupied; thence north 01 degree, 53 minutes, 28 seconds west along the east line of North Central Avenue, 153.83 feet to the point of beginning; thence north 01 degree, 53 minutes, 28 seconds west along the east line of North Central Avenue, 165.17 feet; thence north 88 degrees, 35 minutes, 30 seconds east along the north line of the south 9.00 feet of Lot 13, 197.51 feet; thence north 01 degree, 53 minutes, 28 seconds west, 66.00 feet; thence north 88 degrees, 35 minutes, 30 seconds east, 177.50 feet; thence south 01 degree, 53 minutes, 28 seconds east along the west line of North Pine Avenue, 385.00 feet; thence south 35 degrees, 35 minutes, 30 seconds west along the north line of West Madison Street, 225.25 feet; thence north 01 degree, 53 minutes, 28 seconds west along a line parallel with the east line of North Central Avenue, 96.42 feet; thence north 09 degrees, 38 minutes, 56 seconds east, 58.50 feet; thence south 88 degrees, 35 minutes, 30 seconds west along a line parallel with the north line of West Madison Street, 161.45 feet, to the point of beginning, all in Cook County, Illinois.

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## ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS AND OTHER FINANCIAL ASSISTANCE TO 3959 LINCOLN 4 LLC FOR MIXED-USE DEVELOPMENT 4% PROJECT AT 3959 N. LINCOLN AVE.

[O2026-0024884]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 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 program to 3959 Lincoln 4 Manager LLC for the mixed-use development

4% project at 3959 North Lincoln Avenue (47th Ward) (O2026-0024884), amount not to exceed: $11,007,814 Multi-Family, 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 vote on May 18, 2026.

(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, DOH has preliminarily reviewed and approved the making of a loan to 3959 Lincoln 4 LLC, an Illinois limited liability company (the "4% Borrower"); and

WHEREAS, 3959 Lincoln 4 Manager LLC, an Illinois limited liability company (the "4% Managing Member"), is the managing member of 4% Borrower, with Brinshore Development LLC, an Illinois limited liability company, as the managing member of 4% Managing Member, and Apna Ghar, Inc., an Illinois not-for-profit corporation, or AG 3959 Lincoln 4 LLC, an Illinois limited liability company, a wholly-owned subsidiary thereof, as a member of 4% Managing Member; and

WHEREAS, As described in Exhibit A, the 4% Borrower and a separate entity, 3959 Lincoln 9 LLC, an Illinois limited liability company (the "9% Borrower"), will acquire the real property commonly known as 3959 North Lincoln Avenue, Chicago, Illinois (the "Property"), and the 4% Borrower and 9% Borrower will thereafter submit the Property to the requirements of the Illinois Condominium Property Act, 765 ILCS Section 605/1, et seq., thereby creating the 3959 Lincoln Condominium pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 3959 Lincoln Condominiums or comparable document (the "Condominium Declaration"); and

WHEREAS, The 3959 Lincoln Condominium creates three units within the forthcoming 5-story mixed-use building to be rehabilitated with a new construction addition and located on the Property: (i) unit 1, which will consist of approximately 20 residential units for rental to very low-income and extremely low-income persons and families and will be located on floors 2 through 3 of the building ("Unit 1"); (ii) unit 2, which will consist of approximately 44 residential units for rental to very low-income and extremely low-income persons and families and will be located on floors 3 through 5 of the building ("Unit 2"); and (iii) unit 3, which is an approximately 3,852-square-foot space that will be operated as commercial retail and will be located on the building's first floor ("Unit 3"); and

WHEREAS, Pursuant to the Condominium Declaration, the 4% Borrower will exclusively own Unit 2 and its undivided interest in the common elements (the "4% Project") and the 9% Borrower will exclusively own Unit 1 and its undivided interest in the common elements and Unit 3 and its undivided interest in the common elements (collectively, the "9% Project"); and

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to the 4% Borrower in an amount of approximately $11,007,814 for the 4% Project (and in any case an amount not to exceed $11,365,000 for the 4% Project and the 9% Project combined) (the "Loan"), which will be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof, which Loan proceeds will be used exclusively for the 4% Project and which Loan will be secured by a mortgage lien exclusively encumbering the 4% Project, among other security as further described in Exhibit A; and

WHEREAS, DOH intends to make a separate loan to the 9% Borrower for the 9% Project pursuant to a separate ordinance, provided that the Loan to the 4% Project will not be cross-collateralized or cross-defaulted with the separate loan that DOH will make to the 9% Borrower for the 9% 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 a though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A, the Commissioner of Housing (the "Commissioner") and a designee of the Commissioner (collectively, the "DOH Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The DOH Officer fs hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A. Upon the execution and receipt of proper documentation, the DOH Officer is hereby authorized to disburse the proceeds of the Loan to the 4% Borrower and/or its affiliated entity.

SECTION 3. Section 2-44-080 through 2-44-105 of the Municipal Code of Chicago (the "Municipal Code") shall not apply to the Project or the Property, as hereinafter defined in Exhibit A.

SECTION 4. The Mayor, the Chief Financial Officer, the City Clerk, the DOH Officer and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 5. 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 6. 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".*

*Loan And Additional Financing Terms.*

Borrower: 3959 Lincoln 4 LLC, an Illinois limited liability company, with 3959 Lincoln 4 Manager LLC, an Illinois limited liability company (of which Brinshore Development LLC, an Illinois limited liability company, is the managing member, and Apna Ghar, Inc., an Illinois not-for-profit corporation, or AG 3959 Lincoln 4 LLC, an Illinois limited liability company, a wholly-owned subsidiary thereof, is a member), as the managing member.

Project: The Project shall consist of (i) the creation of the 3959 Lincoln Condominium pursuant to the Condominium Declaration upon the real property commonly known as 3959 North Lincoln Avenue, Chicago, Illinois, (ii) the construction and development of Unit 2 of the 3959 Lincoln Condominium, which is part of the five-story mixed-use building that will be rehabilitated with a new construction addition on the Property, and (iii) the ownership by the 4% Borrower of Unit 2 and that unit's undivided interests in the common elements of the 3959 Lincoln Condominium. More specifically, Unit 2 consists of approximately 44 residential units for rental to persons and families of very low-income and extremely low-income that will be located on floors 3 through 5 of the building.

(Unit 1 of the 3959 Lincoln Condominium, which will contain approximately 20 residential units for rental to persons and families of very low-income and extremely low-income on floors 2 through 3 of the building and Unit 3 of the 3959 Lincoln Condominium, which will contain approximately 3,852 square feet of commercial retail space on the first floor of the building, will be separately owned by 3959 Lincoln 9 LLC, an Illinois limited liability company. Unit 1 and Unit 3 of the 3959 Lincoln Condominium are not part of this 4% Project.)

Loan:

Source: Multi-Family Program Funds.

Amount: Approximately $11,007,814 (and in any case an amount not to exceed $11,365,000 for 4% Project and the 9% Project combined).

Term: 32 years or such other term acceptable to the DOH Officer.

Interest: Zero percent (0%) per annum or such other interest rate acceptable to the DOH Officer.

Security: Non-recourse loan; mortgage on Unit 2 of the 4% Project (including the undivided interests in the common elements) that is junior to the Senior Mortgage (the "City Mortgage"); the Loan and City Mortgage will not be cross-collateralized or cross-defaulted with any separate financing for Unit 1 and/or Unit 3.

Additional Financing:

1. Conduit Loan:

Amount: $11,365,000 or such other amount to which the DOH Officer may consent.

Term: 30 months (subject to one (1) six-month extension) or such other term acceptable to the DOH Officer.

Source: Illinois Housing Development Authority ("IHDA"), as issuer of certain multi-family housing revenue bonds or notes and the lender of the proceeds of sale of the multi-family housing revenue bonds or notes.

Interest: 6.83% or such other interest rate acceptable to the DOH Officer.

Security: Unsecured by mortgage; cash-collateralized with proceeds from the Senior Construction Loan.

2. Senior Construction Loan:

Amount: $21,920,000, during the construction period, or another amount acceptable to the DOH Officer ("Senior Construction Loan").

Term: 30 months (subject to one (1) six-month extension) or another term acceptable to the DOH Officer.

Source: Capital One, National Association or another source acceptable to the DOH Officer.

Interest: 6.83% or such other interest rate acceptable to the DOH Officer.

Security: Mortgage on Unit 2 of the 4% Project (including the undivided interests in the common elements) senior to the lien of the City Mortgage (the "Senior Construction Mortgage").

3. Senior Permanent Loan:

Amount: $8,690,000, during the permanent period, or such other amount to which the DOH Officer may consent.

Term: 17 years or such other term acceptable to the DOH Officer.

Source: Cedar Rapids Bank and Trust or such other entity as may be acceptable to the DOH Officer.

Interest: 6.69% or an interest rate acceptable to the DOH Officer.

Security: Mortgage on Unit 2 of the 4% Project (including the undivided interests in the common elements) senior to the lien of the City Mortgage (the "Senior Permanent Mortgage" and collectively, with the Senior Construction Mortgage, the "Senior Mortgage").

4. Sponsor Loan:

Amount: $1,122,375 or such other amount to which the DOH Officer may consent.

Term: 32 years or such other term acceptable to the DOH Officer.

Source: Apna Ghar, Inc., to be derived from the syndication of Illinois Affordable Housing Tax Credits, or other source acceptable to the DOH Officer.

Interest: Zero percent (0%) percent per annum or such interest rate acceptable to the DOH Officer.

Security: Non-recourse mortgage on Unit 2 of the 4% Project (including the undivided interests in the common elements) junior to the lien of the City Mortgage.

5. Seller Note:

Amount: $1,687,820 or such other amount to which the DOH Officer may consent.

Term: 32 years or such other term acceptable to the DOH Officer.

Source: Apna Ghar, Inc., or other source acceptable to the DOH Officer.

Interest: Per annum interest at the Applicable Federal Rate ("AFR") or such interest rate acceptable to the DOH Officer.

Security: Non-recourse mortgage on Unit 2 of the 4% Project (including the undivided interests in the common elements) junior to the lien of the City Mortgage.

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

Proceeds: $17,598,072 or such other amount to which the DOH Officer may consent, to be provided by the LIHTC investor to the 4% Borrower.

Source: To be derived from the syndication of approximately $1,882,335 annual low-income housing tax credit allocation from IHDA.

7. Managing Member Equity.

Amount: $100.

Source: 4% Managing Member.

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ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS AND OTHER FINANCIAL ASSISTANCE TO 3959 LINCOLN 9 MANAGER LLC FOR MIXED-USE DEVELOPMENT 9% PROJECT AT 3959 N. LINCOLN AVE.

[O2026-0024885]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 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 program to 3959 Lincoln 9 Manager LLC for the mixed-use development 9% project at 3959 North Lincoln Avenue (47th Ward) (O2026-0024885), amount not to exceed: $357,186 Multi-Family, 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 vote on May 18, 2026.

(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, DOH has preliminarily reviewed and approved the making of a loan to 3959 Lincoln 9 LLC, an Illinois limited liability company (the "9% Borrower"); and

WHEREAS, 3959 Lincoln 9 Manager LLC, an Illinois limited liability company (the "9% Managing Member"), is the managing member of 9% Borrower, with Brinshore Development LLC, an Illinois limited liability company, as the managing

member of 9% Managing Member, and Apna Ghar, Inc., an Illinois not-for-profit corporation, or AG 3959 Lincoln 9 LLC, an Illinois limited liability company, a wholly-owned subsidiary thereof, as a member of 9% Managing Member; and

WHEREAS, As described in Exhibit A, the 9% Borrower and a separate entity, 3959 Lincoln 4 LLC, an Illinois limited liability company (the "4% Borrower"), will acquire the real property commonly known as 3959 North Lincoln Avenue, Chicago, Illinois (the "Property"), and the 4% Borrower and 9% Borrower will thereafter submit the Property to the requirements of the Illinois Condominium Property Act, 765 ILCS Section 605/1, et seq., thereby creating the 3959 Lincoln Condominium pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 3959 Lincoln Condominiums or comparable document (the "Condominium Declaration"); and

WHEREAS, The 3959 Lincoln Condominium creates three units within the forthcoming 5-story mixed-use building to be rehabilitated with a new construction addition and located on the Property: (i) unit 1, which will consist of approximately 20 residential units for rental to very low-income and extremely low-income persons and families and will be located on floors 2 through 3 of the building ("Unit 1"); (ii) unit 2, which will consist of approximately 44 residential units for rental to very low-income and extremely low-income persons and families and will be located on floors 3 through 5 of the building ("Unit 2"); and (iii) unit 3, which is an approximately 3,852-square-foot space that will be operated as commercial retail and will be located on the building's first floor ("Unit 3"); and

WHEREAS, Pursuant to the Condominium Declaration, the 4% Borrower will exclusively own Unit 2 and its undivided interest in the common elements (the "4% Project") and the 9% Borrower will exclusively own Unit 1 and its undivided interest in the common elements and Unit 3 and its undivided interest in the common elements (collectively, the "9% Project"); and

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to the 9% Borrower in an amount of approximately $357,186 for the 9% Project (and in any case an amount not to exceed $11,365,000 for the 9% Project and the 4% Project combined) (the "Loan"), which will be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof, which Loan proceeds will be used exclusively for the 9% Project and which Loan will be secured by a mortgage lien exclusively encumbering the 9% Project, among other security as further described in Exhibit A; and

WHEREAS, DOH intends to make a separate loan to the 4% Borrower for the 4% Project pursuant to a separate ordinance, provided that the Loan to the 9% Project will not be cross-collateralized or cross-defaulted with the separate loan that DOH will make to the 4% Borrower for the 4% 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 a though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A, the Commissioner of Housing (the "Commissioner") and a designee of the Commissioner (collectively, the "DOH Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The DOH Officer fs hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A. Upon the execution and receipt of proper documentation, the DOH Officer is hereby authorized to disburse the proceeds of the Loan to the 9% Borrower and/or its affiliated entity.

SECTION 3. Section 2-44-080 through 2-44-105 of the Municipal Code of Chicago (the "Municipal Code") shall not apply to the Project or the Property, as hereinafter defined in Exhibit A.

SECTION 4. The Mayor, the Chief Financial Officer, the City Clerk, the DOH Officer and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 5. 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 6. 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".*

*Loan And Additional Financing Terms.*

Borrower: 3959 Lincoln 9 LLC, an Illinois limited liability company, with 3959 Lincoln 9 Manager LLC, an Illinois limited liability company (of which Brinshore Development LLC, an Illinois limited liability company, is the managing member, and Apna Ghar, Inc., an Illinois not-for-profit corporation, or AG 3959 Lincoln 9 LLC, an Illinois limited liability company, a wholly-owned subsidiary thereof, is a member), as the managing member.

Project: The Project shall consist of (i) the creation of the 3959 Lincoln Condominium pursuant to the Condominium Declaration upon the real property commonly known as 3959 North Lincoln Avenue, Chicago, Illinois, (ii) the construction and development of Unit 1 of the 3959 Lincoln Condominium, which is part of the five-story mixed-use building that will be rehabilitated with a new construction addition on the Property, and which will contain approximately 20 residential units for rental to persons and families of very low-income and extremely low-income on floors 2 through 3 of the building and Unit 3 of the 3959 Lincoln Condominium, which will contain approximately 3,852 square feet of commercial retail space on the first floor of the building, and (iii) the ownership by the 9% Borrower of Units 1 and 3 and each those units' undivided interests in the common elements of the 3959 Lincoln Condominium.

(Unit 2 of the 3959 Lincoln Condominium, which will contain approximately 44 residential units for rental to persons and families of very low-income and extremely low-income, will be located on floors 3 through 5 of the building and will be separately owned by 3959 Lincoln 4 LLC, an Illinois limited liability company. Unit 2 of the 3959 Lincoln Condominium is not part of this 9% Project.)

Loan:

Source: Multi-Family Program Funds.

Amount: Approximately $357,186 (and in any case an amount not to exceed $11,365,000 for 9% Project and the 4% Project combined).

Term: 32 years or such other term acceptable to the DOH Officer.

Interest: Zero percent (0%) per annum or such other interest rate acceptable to the DOH Officer.

Security: Non-recourse loan; mortgage on Units 1 and 3 of the 9% Project (including the undivided interests in the common elements) that is junior to the Senior Mortgage (the "City Mortgage"); the Loan and City Mortgage will not be cross-collateralized or cross-defaulted with any separate financing for Unit 2.

Additional Financing:

2. Senior Construction Loan:

Amount: $14,750,000, during the construction period, or another amount acceptable to the DOH Officer.

Term: 30 months (subject to one (1) six-month extension) or another term acceptable to the DOH Officer.

Source: Capital One, National Association or another source acceptable to the DOH Officer.

Interest: 6.83% or such other interest rate acceptable to the DOH Officer.

Security: Mortgage on Units 1 and 3 of the 9% Project (including the undivided interests in the common elements) senior to the lien of the City Mortgage (the "Senior Construction Mortgage").

3. Senior Permanent Loan:

Amount: $3,456,000, during the permanent period, or such other amount to which the DOH Officer may consent.

Term: 17 years or such other term acceptable to the DOH Officer.

Source: Cedar Rapids Bank and Trust or such other entity as may be acceptable to the DOH Officer.

Interest: 7.68% or an interest rate acceptable to the DOH Officer.

Security: Mortgage on Units 1 and 3 of the 9% Project (including the undivided interests in the common elements) senior to the lien of the City Mortgage (the "Senior Permanent Mortgage" and collectively, with the Senior Construction Mortgage, the "Senior Mortgage").

4. Seller Note:

   Amount: $772,180 or such other amount to which the DOH Officer may consent.

   Term: 32 years or such other term acceptable to the DOH Officer.

   Source: Apna Ghar, Inc., or other source acceptable to the DOH Officer.

   Interest: Per annum interest at the Applicable Federal Rate ("AFR") or such interest rate acceptable to the DOH Officer.

   Security: Non-recourse mortgage on Units 1 and 3 of the 9% Project (including the undivided interests in the common elements) junior to the lien of the City Mortgage.

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

   Proceeds: $14,023,598 or such other amount to which the DOH Officer may consent, to be provided by the LIHTC investor to the 9% Borrower.

   Source: To be derived from the syndication of approximately $1,500,000 annual low-income housing tax credit allocation from IHDA.

6. Managing Member Equity.

   Amount: $100.

   Source: 9% Managing Member.

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APPROVAL OF AMENDMENT NO. 3 TO REDEVELOPMENT PLAN FOR CANAL/CONGRESS TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN TO PROVIDE FOR REDEVELOPMENT OF EXPANDED AREA.

[O2026-0024873]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Finance, to which was referred an ordinance approving an Amendment Number 3 to the redevelopment plan for the Canal/Congress Tax Increment Financing Redevelopment Project and Plan to provide for the redevelopment of the Expanded Area (28th, 34th and 42nd Wards) (O2026-0024873), 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 vote on May 18, 2026.

(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"), by an ordinance adopted by the City Council of the City (the "City Council") on November 12, 1998, approved a redevelopment project and plan (the "Original Plan") for a portion of the City known as the Canal/Congress Tax Increment Financing Redevelopment Project Area (the "Original Project Area") for the purpose of implementing tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"); and

WHEREAS, The City Council adopted an ordinance on November 12, 1998 designating the Original Project Area as a redevelopment project area pursuant to the Act; and

WHEREAS, The City Council adopted an ordinance on November 12, 1998 adopting Tax Increment Allocation Financing for the Original Project Area pursuant to the Act; and

WHEREAS, The Original Plan was previously amended on June 19, 2002 ("Amendment Number 1") and on July 20, 2022 ("Amendment Number 2"). The Original Plan, as amended by Amendment Number 1 and Amendment Number 2, is hereby referred to herein as the "Prior Amended Plan"; and

WHEREAS, Amendment Number 1 (i) extended the termination date of the Original Project Area and the date of completion of the Original Plan in accordance with recent amendments to the Act, (ii) added redevelopment project costs to the itemized list of redevelopment project costs set forth in the Original Plan, and (iii) corrected an error in the legal description of the Original Project Area; and

WHEREAS, Amendment Number 2 extended the term of the Original Plan by twelve (12) years for a completion date of December 31, 2034 and amended the estimated redevelopment project costs; and

WHEREAS, It is desirable and in the best interests of the citizens of the City for the City to encourage development of areas located adjacent to the Original Project Area by expanding the boundaries of the Original Project Area and designating such expanded project area as a redevelopment project area under the Act to be known as the Canal/Congress Tax Increment Financing Redevelopment Project Area Amendment Number 3 (the "Expanded Area"); and

WHEREAS, The City desires further to supplement and amend the Prior Amended Plan for the Original Project Area to provide for the redevelopment of the Expanded Area; and

WHEREAS, The City has caused to be prepared an eligibility study entitled "Canal/Congress Tax Increment Financing Redevelopment Project and Plan Amendment Number 3 -- Canal/Congress Added Area Tax Increment Financing Eligibility Study" (the "Eligibility Study") of the proposed additional portions ("Added Area") of the Expanded Area, which Eligibility Study confirms the existence within the Added Area of various eligibility factors as set forth in the Act and supports a finding of eligibility of the Added Area for designation as a redevelopment area under the Act; and

WHEREAS, It is desirable and in the best interest of the citizens of the City for the City to implement Tax Increment Allocation Financing pursuant to the Act for the Expanded Area described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed amendment to the Prior Amended Plan attached hereto as Exhibit A ("Amendment Number 3"); and

WHEREAS, The Community Development Commission (the "Commission") of the City has heretofore been appointed by the Mayor of the City with the approval of its City Council (the City Council, referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Act; and

WHEREAS, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission, by authority of the Corporate Authorities, called a public hearing (the "Hearing") on April 14, 2026, concerning approval of Amendment Number 3, designation of the Expanded Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Expanded Area pursuant to the Act; and

WHEREAS, Amendment Number 3 (including the Eligibility Study attached thereto as an exhibit) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act beginning January 30, 2026, being a date not less than 10 days prior to the adoption by the Commission of Resolution 26-CDC-03 on February 10, 2026, fixing the time and place for the Hearing, at the Offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of Amendment Number 3 (including the Eligibility Study attached thereto as an exhibit) and of how to obtain the same was sent by mail on February 13, 2026, which is within a reasonable time after the adoption by the Commission of Resolution 26-CDC-03, to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Expanded Area, and (ii) located within 750 feet of the boundaries of the Expanded Area (or, if applicable, were determined to be the 750 residential addresses that were closest to the boundaries of the Expanded Area); and (b) organizations and residents that were registered interested parties for such Expanded Area; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having taxable property within the Expanded Area and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on February 13, 2026, by publication in the *Chicago Tribune* on March 17, 2026 and March 24, 2026, and by certified mail to taxpayers within the Expanded Area on March 9, 2026; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on March 5, 2026, at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Amended Plan, designation of the Expanded Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Expanded Area, and other matters, if any, properly before it; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 26-CDC-05, attached hereto as Exhibit B, adopted on April 14, 2026, recommending to the City Council approval of Amendment Number 3, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed Amendment Number 3 (including the Eligibility Study attached thereto as an exhibit), testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Expanded Area; now, therefore,

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

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

SECTION 2. The Expanded Area. The Expanded Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Expanded Area is described in Exhibit D attached hereto and incorporated herein. The map of the Expanded Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

a. The Expanded Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of Amendment Number 3;

b. The Prior Amended Plan, as amended by Amendment Number 3 (the "Amended Plan"):

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission, or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. The Amended Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Amended Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving the redevelopment project area is adopted, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than 20 years;

d. Within the Amended Plan:

(i) as provided in Section 5/11-74.4-3(n)(5) of the Act, the housing impact study: a) includes data on residential unit type, room type, unit occupancy, and racial and ethnic composition of the residents; and b) identifies the number and location of inhabited residential units in the Area that are to be or may be removed, if any, the City's plans for relocation assistance for those residents in the Area whose residences are to be removed, the availability of replacement housing for such residents and the type, location, and cost of the replacement housing, and the type and extent of relocation assistance to be provided;

(ii) as provided in Section 5/11-74.4-3(n)(7) of the Act, there is a statement that households of low-income and very low-income persons living in residential units that are to be removed from the Area shall be provided affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the eligibility criteria.

SECTION 4. Approval Of The Amended Plan. The City hereby approves the Amended Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers Of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Amended Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Expanded Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity Of Any Section. 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 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall take effect upon its passage and approval.

[Exhibit "E" referred to in this ordinance and printed on page 43120 of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Canal/Congress Tax Increment Financing Redevelopment Project And Plan Amendment No. 3.*

**EXECUTIVE SUMMARY**

The Illinois General Assembly passed the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et.seq., as amended (the "Act") to provide municipalities with the mechanism to address blighted conditions, encourage private investment and to restore and enhance the tax base through development and redevelopment of project areas. To induce redevelopment pursuant to the Act, the Chicago City Council adopted ordinances on November 12, 1998 approving the Canal/Congress Tax Increment Financing Redevelopment Project and Plan (the "Original Plan"); designating the Canal/Congress Tax Increment Financing Redevelopment Project Area (the "Original Project Area"); and adopting tax increment financing for the Original Project Area.

The Original Plan was amended on June 19, 2002 (i) to extend the termination date of the Original Project Area and the date of completion of the Redevelopment Plan in accordance with recent amendments to the Act, (ii) add redevelopment project costs to the itemized list of redevelopment project costs set forth in the Redevelopment Plan, and (iii) correct an error in the legal description of the Original Project Area ("Amendment No. 1"). The Original Plan was amended a second time on July 20, 2022 to extend its term by 12 years for a completion date of December 31, 2034 and amend the estimated redevelopment project costs ("Amendment No. 2").

The Original Plan is being further amended to:

1. Expand the boundaries of the Original Project Area to include an additional 2 tax parcels (each, a "PIN" and, together, the "Added Area");
2. Amend the estimated redevelopment project costs;
3. Update the general land use plan; and
4. Bring the Original Plan up to the current City of Chicago ("City") ordinance and policy standards.

The changes identified above, in addition to prior amendments, are collectively referred to as "Amendment No. 3" or the "Amended Plan". In this document and in remaining portions of the Original Plan, the term "Redevelopment Plan", "Amended Plan" or "Amendment No. 3" may be used interchangeably and refer to the changes to date as reflected in this Amendment No. 3 document.

The Added Area is 3.4 acres, situated within two partial tax blocks and is generally bounded by Harrison Street on the south, Ida B. Wells Drive on the north, Desplaines Street on the west, and Jefferson Street on the east. The Original Project Area together with the Added Area is referred to as the "Amended Project Area."

On and after November 1, 1999, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment project plan. The City hereby certifies that there will not be displacement of 10 or more inhabited units within the Amended Project Area. Therefore, a housing impact study is not required as part of Amendment No. 3.

This Amendment No. 3 summarizes the analyses and findings of the consultant's work, which, unless otherwise noted, is the responsibility of Johnson Research Group, Inc. (the "Consultant"). The City is entitled to rely on the findings and conclusions of this Amendment No. 3 in designating the Added Area as a redevelopment project area under the Act. The Consultant has prepared this Amendment No. 3 and the related supplemental *Canal/Congress Added Area Tax Increment Financing Eligibility Study* (the "Added Area Eligibility Study") with the understanding that the City would rely: 1) on the findings and conclusions of Amendment No. 3 and the related Added Area Eligibility Study in proceeding with the designation of the Added Area and the adoption and implementation of Amendment No. 3, and 2) on the fact that the Consultant has obtained the necessary information so that Amendment No. 3 and the related Added Area Eligibility Study will comply with the Act.

## MODIFICATIONS TO THE ORIGINAL PLAN

The changes to the Original Plan are presented section by section and follow the format of the Original Plan. This Amendment No. 3 document serves as a supplement to the sections of the Original Plan that remain unchanged.

## MODIFICATIONS TO FIGURES

**Figure 1: Project Boundary** - *deleted and replaced with the following*:

Amended Figure 1: Amended Project Area Boundary

**Figure 2: Land Use Plan** - *deleted and replaced with the following*:

Amended Figure 2 Amended Land Use Plan

**Figure 3: Planning Subareas** – *no change*

**Figure 4: Acquisition Map** - *deleted and replaced with the following*:

Amended Figure 4: Amended Acquisition Map

**Figure 4A: Land Acquisition by Block & Parcel Identification Numbers** - *deleted and replaced with the following*:

Amended Figure 4: Amended Acquisition Map

**Figure 5: Surrounding Community Facilities** – *no change*

**MODIFICATIONS TO EXHIBITS**

**Exhibit I: Legal Description of Project Boundary** - *deleted and replaced with the following:*

Amended Exhibit I – Legal Description of Project Boundary: Amended Project Area

**Exhibit II: Estimated Redevelopment Project Costs** - *deleted and replaced with the following:*

Amended Exhibit II – Estimated Redevelopment Project Costs

**Exhibit III: 1997 Estimated E.A.V. by Tax Parcel** – *deleted and replaced with the following.*

Amended Exhibit III Estimated Equalized Assessed Valuation by Tax Parcel

**Exhibit IV: Canal/Congress Project Area Tax Increment Financing Eligibility Study** - *no changes*

*The following attachment is added at the end of the list of Appendices:*

**Exhibit V: Canal/Congress Added Area Tax Increment Financing Eligibility Study**

## I. INTRODUCTION

*The first paragraph is deleted in its entirety and replaced with the following:*

This document is to serve as a redevelopment plan (the "Amended Plan") for an area that is located west of the City of Chicago's (the "City") central business district (the "Loop") and is generally bounded on the north by Madison, Monroe and Adams Streets; on the south by Ida B. Wells Drive (formerly Congress Parkway) and Harrison Street; on the east by Clinton and Canal Streets and the South Branch of the Chicago River; and on the west by the Kennedy Expressway and Desplaines Street (the "Original Project Area"). The Original Project Area was expanded to include an area that is generally bounded on the south by Harrison Street, on the north by Ida B. Wells Drive, on the west by Desplaines Street, and on the east by Jefferson Street (the "Added Area"). As a whole, this area is subsequently referred to in this document as the Canal/Congress Tax Increment Financing Redevelopment Project Area (the "Project Area"). The Original Project Area together with the Added Area is also referred to as the "Amended Project Area." References to the Project Area will also be understood to refer to the Original Project Area as the context so requires. The Project Area is strategically located directly west of the Loop and is regionally accessible by the adjacent Kennedy, Dan Ryan and Eisenhower Expressways, the commuter and intercity rail lines running in and out of Union and Ogilvie Train Stations, the Chicago Greyhound Bus Station, and the Chicago River.

*After the first paragraph, the following header is added:*

**Original Project Area**

*At the end of Section I. Introduction and before Section I. A., insert the following:*

**The Added Area**

The Added Area includes one building, the Greyhound bus facility located directly adjacent to the Original Project Area. The site is a transportation-related commercial building straddling two tax parcels. The facility has experienced significant underutilization and deterioration, raising concerns about the long-term viability of bus service in the area. The City intends to preserve and rehabilitate the station to ensure continued access to essential intercity transportation and to avoid disruptive curb-side operations in the surrounding district. The property's aging structure, obsolete layout, and diminished activity levels contribute to conditions that impair sound growth. Incorporating this site into the Project Area supports coordinated redevelopment efforts, allows for strategic reinvestment in a critical transit hub, and creates a more cohesive and functional boundary aligned with ongoing improvements within the West Loop and Union Station area.

### *A. Canal/Congress Tax Increment Financing Redevelopment Project Area*

*After the above header, the following subheading is added:*

**Original Project Area**

*At the end of Section I.A, insert the following:*

**The Added Area**

The Added Area is characterized by deferred maintenance resulting in deterioration both outside and inside the facility, aging mechanical systems that require regular repair or have been abandoned altogether, and shuttered spaces within the facility where bygone shipping functions once operated. The Added Area has not experienced meaningful growth or

reinvestment in recent years. Evidence of this lack of growth and development is summarized below.

- The existing building is an aging, obsolete transportation-related facility that reflects outdated design characteristics and long-term deferred maintenance.
- The facility has experienced extended periods of underutilization following changes in ownership and the transition from a long-term lease to month-to-month operations.
- Several of the building systems and components are deteriorated and require modernization or replacement to meet functional, efficient, and modern standards.
- No major investment in the building has occurred in the last 20 years, as evidenced by a lack of building permits issued for major alterations or improvements.

A coordinated redevelopment effort is necessary to ensure that the Added Area remains an integral transportation hub that contributes to the mobility, economic development, and the long-term stability of the City. Incorporating this property into the Project Area allows the City to pursue strategic reinvestment in an obsolete transportation facility, protect against the potential loss of a critical intercity transit hub, and advance cohesive redevelopment consistent with revitalization objectives for the Amended Project Area.

*In Section I.C after the second paragraph, insert the following:*

The Amended Plan summarizes the analyses and findings of Johnson Research Group's ("JRG") work, which, unless otherwise noted, is the responsibility of JRG. The City is entitled to rely on the findings and conclusions of this Amended Plan in designating the Added Area as a redevelopment project area under the Act. JRG has prepared the Amended Plan and the related eligibility study regarding the Added Area (the "Added Area Eligibility Study") with the understanding that the City would rely: (i) on the findings and conclusions of the Amended Plan and the Added Area Eligibility Study in proceeding with the designation of the Added Area and the adoption and implementation of the Amended Plan, and (ii) on the fact that JRG has obtained the necessary information so that the Amended Plan and the Added Area Eligibility Study will comply with the Act.

## II. LEGAL DESCRIPTION AND PROJECT BOUNDARY

*Section II is deleted in its entirety and replaced with the following:*

The boundaries of the Amended Project Area have been drawn to include only those contiguous parcels of real property and improvements substantially benefited by the proposed Redevelopment Project to be undertaken as part of this Redevelopment Plan. The boundaries of the Amended Project Area are shown in Amended Figure 1, *Amended Project Area Boundary*, and are generally described below.

The Amended Project Area is generally bounded on the north by Madison, Monroe and Adams Streets; on the south by Harrison Street; on the east by Clinton and Canal Streets and the South Branch of the Chicago River; and on the west by the Kennedy Expressway and Desplaines Street.

The boundaries of the Amended Project Area are legally described in Amended Exhibit I at the end of this report.

## III. ELIGIBILITY CONDITIONS

*After the first paragraph in this section, insert the heading:*

**Original Project Area**

*Before Section III. A., insert the following:*

**Added Area**

Based on surveys, inspections, and analyses of the Added Area, the Added Area qualifies as a "conservation area" within the requirements of the Act. Built in 1988, the existing building within the Added Area is more than 35 years old. The Added Area is characterized by the presence of a combination of three or more of the conservation factors listed in the Act, rendering the Added Area detrimental to the public safety, health and welfare of the citizens of the City. The Added Area is not yet a blighted area, but it may become a blighted area.

Specifically,

- The Added Area contains one building, which is over 35 years of age.
- Of the remaining 13 factors set forth in the Act for conservation areas, four (4) factors are found to be present to a meaningful extent in the Added Area: deterioration, obsolescence, inadequate utilities and lagging EAV.
- The Added Area as a whole shows the presence of conservation factors.
- The Added Area includes only real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements.

### *A. Surveys and Analyses Conducted*

*After the header for subsection A. Surveys and Analyses Conducted, insert the following subheading:*

**Original Project Area**

*At the end of subsection A. Surveys and Analyses Conducted, insert the following:*

**Added Area**

The conservation and blight factors found to be present in the Added Area are based on surveys and analyses conducted by the Consultants. The surveys and analyses conducted for the Added Area include:

1. Exterior survey of the condition and use of the building and site;
2. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences, and general property maintenance;
3. Analysis of the existing uses within the Added Area and their relationships to the surroundings;
4. Comparison of current land use to current zoning ordinance and the current zoning map;
5. Analysis of original platting and current parcel size and layout;
6. Analysis of building floor area and site coverage;
7. Review of previously prepared plans, studies and data;
8. Analysis of City of Chicago building permit data and building code violation data from 2005 through 2025;
9. Analysis of storm, sanitary sewer lines and water supply lines via infrastructure maps provided by the City of Chicago's Department of Water Management;
10. Analysis of Cook County Assessor records for assessed valuations and equalization factors for assessment years 2018 to 2024; and
11. Review of Cook County Treasurer property tax payment records for collection years 2019 to 2024.

## IV. REDEVELOPMENT GOALS AND OBJECTIVES

*No changes.*

## V. REDEVELOPMENT PROJECT

*After the first paragraph, insert the following:*

The Amended Plan is further guided by the *Chicago Zoning Ordinance*, Title 17 of the Municipal Code of Chicago; the *Central Area Plan 2045*, City of Chicago, 2025; the *Central Area Action Plan*, City of Chicago, 2009; and the *Chicago Central Area Plan*, City of Chicago, 2003.

***B. Land Use Plan***

*In Section V.B, the first sentence is deleted and replaced with the following:*

Amended Figure 2 presents the Land Use Plan that will be in effect upon adoption of this Amended Plan.

***E. Redevelopment Improvements and Activities***

*Delete the text of Section V.E. in its entirety and replace with the following:*

The City proposes to achieve its redevelopment goals and objectives for the Amended Project Area through the use of public financing techniques including, but not limited to, tax increment financing, to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The City also maintains the flexibility to undertake additional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Amended Project Area.

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels (collectively referred to as "Redevelopment Projects"). Redevelopment agreements may contain terms and provisions that are more specific than the general principles set forth in this Redevelopment Plan and which include affordable housing requirements as described below.

The City requires that developers who receive TIF assistance for market-rate housing set aside 20 percent of the units to meet affordability criteria established by the City's Department of Planning and Development or any successor agency. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 100 percent of the area median income, and affordable rental units should be affordable to persons earning no more than 60 percent of the area median income. From time to time, the City changes the affordability requirements and thresholds, and developers seeking TIF assistance or zoning changes will be required to comply with the City's affordability requirements in force at the time of commencing their project.

**1. Property Assembly**

To meet the goals and objectives of this Amended Plan, the City may acquire and assemble property throughout the Amended Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain, through the Tax Reactivation Program or other programs and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

Amended Figure 4, *Amended Acquisition Map*, indicates in detail the parcels currently proposed to be acquired for redevelopment in the Amended Project Area.

In connection with the City exercising its power to acquire real property not currently identified on Amended Figure 4, including the exercise of the power of eminent domain, under the Act in implementing the Amended Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Amended Plan.

For properties described on Amended Figure 4: (1) the acquisition of occupied properties by the City shall commence within four years from the date of the publication of the ordinance approving the Amended Plan; (2) the acquisition of vacant properties by the

City shall commence within 10 years from the date of publication of the ordinance authorizing the acquisition. In either case, acquisition shall be deemed to have commenced with the sending of an offer letter. After the expiration of the applicable period, the City may acquire such property pursuant to this Amended Plan under the Act according to its customary procedures as described in the preceding paragraph.

2. **Relocation**

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Project Area, and to meet the other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

3. **Provision of Public Works or Improvements**

The City may provide public improvements and facilities that are necessary to service the Project Area in accordance with this Redevelopment Plan and the comprehensive plan for development of the City as a whole. Public improvements and facilities may include, but are not limited to, the following:

a) *Streets and Utilities*

A range of individual roadway, utility and related improvement projects, from repair and resurfacing to major construction or reconstruction, may be undertaken.

b) *Parks and Open Space*

Improvements to existing or future parks, river walkways, open spaces and public plazas, including the construction of pedestrian walkways, stairways, lighting, landscaping and general beautification improvements may be provided for the use of the general public.

c) *Transportation Infrastructure*

Improvements and/or expansion of existing or future CTA Rapid Transit Stations and intercity transit facilities, and bus stops in the Project Area may be provided to support increased demand resulting from future development within the Project Area. Enhancements to or expansion of the underground pedway system, on-street bicycle path system, and bicycle stations may be provided to increase transportation options and recreational opportunities to, from and within the community may be undertaken.

4. **Rehabilitation of Existing Buildings**

The City will encourage the rehabilitation of buildings that are basically sound and/or historically significant, and are located so as not to impede the Redevelopment Project.

5. **Job Training and Related Educational Programs**

Separate or combined programs designed to increase the skills of the labor force to meet employers' hiring needs and to take advantage of the employment opportunities within the Project Area may be implemented.

6. **Taxing Districts Capital Costs**

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

**7. Interest Subsidies**

Funds may be provided to redevelopers for a portion of interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

(a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

(b) such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with respect to the redevelopment project during that year;

(c) if there are not sufficient funds available in the special tax allocation fund to make the payment, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

(d) the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total (i) costs paid or incurred by a redeveloper for a redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act.

**8. Analysis, Administration, Studies, Surveys, Legal, etc.**

The City may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Amended Plan.

***F. Redevelopment Project Costs***

*Section V.F is deleted in its entirety and replaced with the following:*

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Redevelopment Plan (the "Redevelopment Project Costs.")

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Redevelopment Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Amended Exhibit II or otherwise adjust the line items in Amended Exhibit II without amendment to this Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Redevelopment Plan.

**1. Eligible Redevelopment Costs**

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan including but not limited to, staff and

professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;

b) The costs of marketing sites within the Project Area to prospective businesses, developers and investors;

c) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

e) Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification subject to the limitations in Section 11-74.4-3(q)(4) of the Act;

f) Costs of job training and retraining projects including the cost of "welfare to work" programs implemented by businesses located within the Project Area;

g) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;

h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.

i) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;

j) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see Relocation section);

k) Payment in lieu of taxes, as defined in the Act;

l) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons

employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;

m) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and

5. up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

n) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the City may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act;

o) The costs of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80 percent of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

p) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;

q) If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

**2. Estimated Redevelopment Project Costs**

The estimated eligible costs of this Redevelopment Plan are shown in Amended Exhibit II. The total eligible cost provides an upper limit on expenditures that are to be funded using tax increment revenues (exclusive of capitalized interest, issuance costs, interest, and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Redevelopment Plan. Additional funding in the form of State and Federal grants, private developers' contributions and other outside sources may be pursued by the City as a means of financing improvements and facilities which are of benefit to the general community and the Project Area, but any such funding would not be part of the total redevelopment project costs described in Amended Exhibit II of this Redevelopment Plan.

***G. Sources of Funds to Pay Redevelopment Project Costs***

*Section V.G. is deleted in its entirety and replaced with the following:*

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur redevelopment project costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area is contiguous to the LaSalle Central and Roosevelt/Clark TIF Districts and may, in the future, be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and the furtherance of the purposes of the Redevelopment Plan that net

revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Amended Exhibit II of this Redevelopment Plan.

***H. Issuance of Obligations***

*Section V.H. is deleted in its entirety and replaced with the following:*

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligations bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area is adopted.

Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

***I. Valuation of the Amended Project Area***

*Section V.I. is deleted in its entirety and replaced with the following:*

**1. Most Recent EAV of Properties in the Amended Project Area**

The purpose of identifying the most recent equalized assessed valuation ("EAV") of the Amended Project Area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Amended Project Area.

*Original Project Area.* According to the Cook County Clerk, the Certified Initial EAV (1997 tax year) of the Original Project Area is $36,872,487.

*Added Area.* The 2024 EAV of all taxable parcels in the Added Area is approximately $6,771,442. This total EAV amount, by tax parcel, is summarized in Amended Exhibit III. The EAV is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk and shall become the Certified

Initial EAV from which all incremental property taxes in the Added Area will be calculated by Cook County. The Added Area has utilized the EAVs for the 2024 tax year. If the 2025 EAV shall become available prior to the date of adoption of the Amended Plan by the City Council, the City may update the Amended Plan by replacing the 2024 EAV with the 2025 EAV.

*Amended Project Area.* The estimated total Initial EAV of the Amended Project Area is $43,643,929. This total EAV amount, by tax parcel, is summarized in Amended Exhibit III.

**2. Anticipated Equalized Assessed Valuation**

As of the 2024 tax year, the EAV of the Original Project Area is $1,041,874,208. With the addition of the Added Area as identified above, the 2024 EAV of the Amended Project Area is $1,048,645,650.

By tax year 2033 (collection year 2034) and following the substantial completion of the Redevelopment Project, the EAV of the Amended Project Area is estimated to total approximately $1,530,000,000. The estimate is based on several key assumptions, including 1) redevelopment within the Amended Project Area will occur in a timely manner; 2) an estimated annual inflation rate in EAV of 4 percent through 2033, realized in triennial reassessment years only; and 3) the most recent state equalization factor of 3.035 (2024 value) is used in all years to calculate estimated EAV.

## VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

*After the first paragraph, the following header is added:*

**Original Project Area**

*At the end of Section VI. insert the following:*

**Added Area**

The decline of and the lack of private investment in the Added Area are evidenced by the following:

- The Added Area is characterized by age – the one building in the Added Area was built in 1988 and is 38 years old.
- There is a meaningful presence of four (4) conservation area factors, including deterioration, obsolescence, inadequate utilities, and lagging EAV.
- Over the twenty-year period from 2005 to 2025, only one (1) major infrastructure permit for a new roof, was recorded for the building.
- The building's interior was last remodeled in 1992/1993 and included drop down ceiling tiles which later failed due to condensation from the HVAC system. The ceiling tile framework remains with no ceiling tiles.

The property's reduced activity levels and aging infrastructure negatively affect surrounding parcels that rely on coordinated circulation and transportation access, limiting the broader district's ability to accommodate future development without reinvestment.

The Added Area has not experienced meaningful growth in recent years, and the lack of reinvestment contributes to continued uncertainty regarding the future use of the Greyhound facility, including the possibility of closure without rehabilitation.

## VII. FINANCIAL IMPACT

*After the third paragraph in this section, insert the following:*

The Act requires an assessment of any financial impact of the Amended Project Area on, or any increased demand for services from, any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Amended Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

## VIII. DEMAND ON TAXING DISTRICT SERVICES

No changes.

## IX. CONFORMITY OF THE REDEVELOPMENT PLAN FOR THE PROJECT AREA TO LAND USES APPROVED BY THE PLANNING COMMISSION OF THE CITY

No changes.

## X. PHASING AND SCHEDULING

No changes.

## XI. PROVISIONS FOR AMENDING THIS REDEVELOPMENT PLAN

No changes.

## XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PLAN

*Section XII is deleted in its entirety and replaced with the following:*

The City is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or housing status.

B) Redevelopers must meet the City's standards for participation of 26 percent Minority Business Enterprises and 6 percent Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment

agreements.

C) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

D) Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

[Amended Exhibit I referred to in this Canal/Congress Tax Increment Financing Redevelopment Project and Plan Amendment constitutes Exhibit "C" to ordinance and printed on pages 43117 through 43119 of this *Journal*.]

[Amended Figures 1, 2 and 4 referred to in this Canal/Congress Tax Increment Financing Redevelopment Project and Plan Amendment Number 1 and printed on pages 43109 through 43111 of this *Journal*.]

Amended Exhibits II, III and V referred to in this Canal/Congress Tax Increment Financing Redevelopment Project and Plan Amendment Number 1 read as follows:

*Amended Exhibit II.*
(To Canal/Congress Tax Increment Financing Redevelopment Project And Plan Amendment Number 1)

*Estimated Redevelopment Project Costs.*

| Eligible Expense | Estimated Cost |
|---|---|
| Analysis, Administration, Studies, Surveys, Legal, Marketing, etc. | $10,000,000 |
| Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation | $190,000,000 |
| Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements, Affordable Housing Construction and Rehabilitation Costs | $200,000,000 |
| Public Works & Improvements, including streets and utilities, transit infrastructure, parks and open space, public facilities (schools and other public facilities)[1] | $450,000,000 |
| Relocation Costs | $10,000,000 |
| Job Training, Retraining, Welfare-to-Work | $50,000,000 |
| Day Care Services | $10,000,000 |
| Interest Subsidy | $40,000,000 |
| **TOTAL REDEVELOPMENT COSTS [2] [3]** | **$960,000,000 [4]** |

[1] This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Amended Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Amended Plan.

[2] Total Redevelopment Project Costs represent an upper limit on expenditures that are to be funded using tax increment revenues and exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs. Within this limit, adjustments may be made in line items without amendment to this Amended Plan, to the extent permitted by the Act.

[3] The amount of the Total Redevelopment Project Costs that can be incurred in the Amended Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Amended Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Amended Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Amended Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Amended Project Area only by a public right-of-way.

[4] All costs are in 2026 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

*Amended Exhibit III.*
(To Canal/Congress Tax Increment Financing Redevelopment Project And Plan Amendment No. 1)

*Estimated Equalized Assessed Valuation By Tax Parcel.*

**Added Area**

| | PIN | 2024 EAV |
|---|---|---|
| 1. | 17-16-125-005-0000 | 2,334,561 |
| 2. | 17-16-126-012-0000 | 4,436,881 |
| **Base EAV - Added Area** | | **6,771,442** |

**Original Area**

| | PIN | 1997 EAV |
|---|---|---|
| 1. | 17-09-339-005-0000 | 128,354 |
| 2. | 17-09-339-006-0000 | - |
| 3. | 17-09-339-007-0000 | - |
| 4. | 17-09-339-010-0000 | - |
| 5. | 17-09-339-011-0000 | - |
| 6. | 17-09-339-012-0000 | - |
| 7. | 17-09-339-013-0000 | - |
| 8. | 17-09-339-014-0000 | - |
| 9. | 17-09-339-015-0000 | - |
| 10. | 17-16-100-019-0000 | - |
| 11. | 17-16-100-020-0000 | - |
| 12. | 17-16-100-043-0000 | - |
| 13. | 17-16-100-045-0000 | 31,752 |
| 14. | 17-16-100-046-0000 | 24,639 |
| 15. | 17-16-100-047-0000 | 43,374 |
| 16. | 17-16-105-015-0000 | 456,254 |
| 17. | 17-16-105-027-0000 | 261,089 |
| 18. | 17-16-106-002-0000 | 65,047 |
| 19. | 17-16-106-003-0000 | 79,748 |
| 20. | 17-16-106-012-0000 | 12,354 |
| 21. | 17-16-106-016-0000 | 9,292 |
| 22. | 17-16-106-017-0000 | 99,941 |
| 23. | 17-16-106-018-0000 | 97,019 |
| 24. | 17-16-106-019-0000 | 206,907 |
| 25. | 17-16-106-021-0000 | 2,452 |
| 26. | 17-16-106-022-0000 | 9,292 |
| 27 | 17-16-106-025-0000 | 196,747 |
| 28. | 17-16-106-026-0000 | 232,307 |
| 29. | 17-16-106-034-0000 | 340,389 |
| 30. | 17-16-106-035-0000 | 775,755 |
| 31. | 17-16-106-036-0000 | 1,116,670 |
| 32. | 17-16-107-024-0000 | 263,404 |
| 33. | 17-16-107-028-0000 | 648,499 |
| 34. | 17-16-107-029-0000 | 263,404 |
| 35. | 17-16-107-032-0000 | 828,812 |
| 36 | 17-16-107-033-0000 | 30,364 |
| 37. | 17-16-107-034-0000 | 33,503 |
| 38 | 17-16-107-035-0000 | 11,352 |
| 39. | 17-16-107-036-0000 | 16,498 |
| 40. | 17-16-107-037-1001 | 2,880 |
| 41. | 17-16-107-037-1002 | 668 |
| 42. | 17-16-107-037-1003 | 4,091 |
| 43. | 17-16-107-037-1004 | 1,891 |
| 44. | 17-16-107-037-1005 | 971 |
| 45. | 17-16-107-037-1006 | 1,215 |
| 46. | 17-16-107-037-1007 | 6,672 |
| 47 | 17-16-107-037-1008 | 4,431 |
| 48. | 17-16-107-037-1009 | 3,870 |
| 49 | 17-16-107-037-1010 | 4,315 |
| 50. | 17-16-107-037-1011 | 3,196 |
| 51. | 17-16-107-037-1012 | 5,035 |
| 52. | 17-16-107-037-1013 | 2,167 |
| 53. | 17-16-107-037-1014 | 3,525 |
| 54. | 17-16-107-037-1015 | 2,689 |
| 55. | 17-16-107-037-1016 | 3,979 |
| 56. | 17-16-107-037-1017 | 4,526 |
| 57 | 17-16-107-037-1018 | 3,889 |
| 58. | 17-16-107-037-1019 | 5,398 |
| 59. | 17-16-107-037-1020 | 4,132 |
| 60. | 17-16-107-037-1021 | 3,832 |
| 61. | 17-16-107-037-1022 | 3,265 |
| 62. | 17-16-107-037-1023 | 3,545 |
| 63. | 17-16-107-037-1024 | 6,321 |
| 64. | 17-16-107-037-1025 | 4,311 |
| 65. | 17-16-107-037-1026 | 4,548 |
| 66. | 17-16-107-037-1027 | 3,909 |
| 67. | 17-16-107-037-1028 | 3,567 |
| 68. | 17-16-107-037-1029 | 4,154 |
| 69. | 17-16-107-037-1030 | 6,321 |
| 70. | 17-16-107-037-1031 | 3,282 |
| 71. | 17-16-107-037-1032 | 3,562 |
| 72. | 17-16-107-037-1033 | 3,490 |
| 73. | 17-16-107-037-1034 | 4,236 |
| 74. | 17-16-107-037-1035 | 5,383 |
| 75. | 17-16-107-037-1036 | 4,572 |
| 76. | 17-16-107-037-1037 | 3,928 |
| 77. | 17-16-107-037-1038 | 3,355 |
| 78. | 17-16-107-037-1039 | 4,176 |
| 79. | 17-16-107-037-1040 | 6,354 |
| 80. | 17-16-107-037-1041 | 2,758 |
| 81. | 17-16-107-037-1042 | 3,581 |
| 82. | 17-16-107-037-1043 | 1,478 |
| 83. | 17-16-107-037-1044 | 4,257 |
| 84. | 17-16-107-037-1045 | 5,411 |
| 85. | 17-16-107-037-1046 | 4,595 |
| 86. | 17-16-107-037-1047 | 3,949 |
| 87. | 17-16-107-037-1048 | 3,518 |
| 88. | 17-16-107-037-1049 | 4,195 |
| 89. | 17-16-107-037-1050 | 6,386 |
| 90 | 17-16-107-037-1051 | 3,314 |
| 91. | 17-16-107-037-1052 | 3,599 |
| 92. | 17-16-107-037-1053 | 3,035 |
| 93. | 17-16-107-037-1054 | 4,279 |
| 94. | 17-16-107-037-1055 | 5,437 |
| 95. | 17-16-107-037-1056 | 4,617 |
| 96 | 17-16-107-037-1057 | 3,969 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 97. | 17-16-107-037-1058 | 3,690 |
| 98 | 17-16-107-037-1059 | 3,902 |
| 99. | 17-16-107-037-1060 | 6,418 |
| 100 | 17-16-107-037-1061 | 2,787 |
| 101. | 17-16-107-037-1062 | 3,616 |
| 102. | 17-16-107-037-1063 | 1,707 |
| 103. | 17-16-107-037-1064 | 4,298 |
| 104. | 17-16-107-037-1065 | 5,465 |
| 105. | 17-16-107-037-1066 | 4,640 |
| 106. | 17-16-107-037-1067 | 3,988 |
| 107. | 17-16-107-037-1068 | 731 |
| 108. | 17-16-107-037-1069 | 4,238 |
| 109. | 17-16-107-037-1070 | 6,448 |
| 110. | 17-16-107-037-1071 | 3,347 |
| 111. | 17-16-107-037-1072 | 5,104 |
| 112. | 17-16-107-037-1073 | 2,523 |
| 113. | 17-16-107-037-1074 | 4,320 |
| 114. | 17-16-107-037-1075 | 5,493 |
| 115. | 17-16-107-037-1076 | 2,594 |
| 116. | 17-16-107-037-1077 | 4,007 |
| 117. | 17-16-107-037-1078 | 2,977 |
| 118. | 17-16-107-037-1079 | 4,259 |
| 119. | 17-16-107-037-1080 | 6,243 |
| 120. | 17-16-107-037-1081 | 3,364 |
| 121. | 17-16-107-037-1082 | 3,884 |
| 122. | 17-16-107-037-1083 | 3,692 |
| 123. | 17-16-107-037-1084 | 4 341 |
| 124. | 17-16-107-037-1085 | 5,358 |
| 125. | 17-16-107-037-1086 | 4,688 |
| 126. | 17-16-107-037-1087 | 4,027 |
| 127. | 17-16-107-037-1088 | 1,814 |
| 128. | 17-16-107-037-1089 | 4,279 |
| 129. | 17-16-107-037-1090 | 3,849 |
| 130. | 17-16-107-037-1091 | 2,829 |
| 131. | 17-16-107-037-1092 | 3,670 |
| 132. | 17-16-107-037-1093 | 3,951 |
| 133. | 17-16-107-037-1094 | 4,363 |
| 134. | 17-16-107-037-1095 | 5,547 |
| 135. | 17-16-107-037-1096 | 4,709 |
| 136. | 17-16-107-037-1097 | 4,046 |
| 137. | 17-16-107-037-1098 | 8,158 |
| 138. | 17-16-107-037-1099 | 4,300 |
| 139. | 17-16-107-037-1100 | 6,545 |
| 140. | 17-16-107-037-1101 | 3,398 |
| 141. | 17-16-107-037-1102 | 3,689 |
| 142. | 17-16-107-037-1103 | 4,626 |
| 143. | 17-16-107-037-1104 | 4 384 |
| 144. | 17-16-107-037-1105 | 5,575 |
| 145. | 17-16-107-037-1106 | 4,733 |
| 146. | 17-16-107-037-1107 | 3,726 |
| 147. | 17-16-107-037-1108 | 3,646 |
| 148. | 17-16-107-037-1109 | 4,322 |
| 149. | 17-16-107-037-1110 | 3,760 |
| 150. | 17-16-107-037-1111 | 2,925 |
| 151. | 17-16-107-037-1112 | 3,706 |
| 152. | 17-16-107-037-1113 | 3,426 |
| 153. | 17-16-107-037-1114 | 4,406 |
| 154. | 17-16-107-037-1115 | 4,447 |
| 155. | 17-16-107-037-1116 | 4,757 |
| 156. | 17-16-107-037-1117 | 3,482 |
| 157. | 17-16-107-037-1118 | 7,520 |
| 158. | 17-16-107-037-1119 | 4,251 |
| 159. | 17-16-107-037-1120 | 6,610 |
| 160. | 17-16-107-037-1121 | 3,431 |
| 161. | 17-16-107-037-1122 | 2 145 |
| 162. | 17-16-107-037-1123 | 2 819 |
| 163. | 17-16-107-037-1124 | 4,427 |
| 164. | 17-16-107-037-1125 | 5 139 |
| 165. | 17-16-107-037-1126 | 4,780 |
| 166 | 17-16-107-037-1127 | 4,051 |
| 167. | 17-16-107-037-1128 | 3,506 |
| 168. | 17-16-107-037-1129 | 4,363 |
| 169. | 17-16-107-037-1130 | 2,936 |
| 170. | 17-16-107-037-1131 | 2,955 |
| 171. | 17-16-107-037-1132 | 1,197 |
| 172. | 17-16-107-037-1133 | 4,354 |
| 173. | 17-16-107-037-1134 | 4,212 |
| 174. | 17-16-107-037-1135 | 5,656 |
| 175. | 17-16-107-037-1136 | 4,802 |
| 176. | 17-16-107-037-1137 | 3,811 |
| 177. | 17-16-107-037-1138 | 7,287 |
| 178. | 17-16-107-037-1139 | 3,969 |
| 179. | 17-16-107-037-1140 | 1,349 |
| 180. | 17-16-107-037-1141 | 3,071 |
| 181. | 17-16-107-037-1142 | 11,440 |
| 182. | 17-16-107-037-1143 | 4,470 |
| 183. | 17-16-107-037-1144 | 5,682 |
| 184. | 17-16-107-037-1145 | 4,826 |
| 185. | 17-16-107-037-1146 | 3,981 |
| 186. | 17-16-107-037-1147 | 1,115 |
| 187. | 17-16-107-037-1148 | 4,406 |
| 188. | 17-16-107-037-1149 | 2,963 |
| 189. | 17-16-107-037-1150 | 3,480 |
| 190. | 17-16-107-037-1151 | 3,779 |
| 191. | 17-16-107-037-1152 | 7,716 |
| 192. | 17-16-107-037-1153 | 3,840 |
| 193 | 17-16-107-037-1154 | 5,710 |
| 194. | 17-16-107-037-1155 | 3,592 |
| 195. | 17-16-107-037-1156 | 4,167 |
| 196. | 17-16-107-037-1157 | 2,363 |
| 197. | 17-16-107-037-1158 | 4,425 |
| 198. | 17-16-107-037-1159 | 3,036 |
| 199. | 17-16-107-037-1160 | 3,498 |
| 200. | 17-16-107-037-1161 | 5,314 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 201. | 17-16-107-037-1162 | 6,236 |
| 202. | 17-16-107-037-1163 | 4,513 |
| 203. | 17-16-107-037-1164 | 4,676 |
| 204. | 17-16-107-037-1165 | 4,805 |
| 205. | 17-16-107-037-1166 | 4,186 |
| 206 | 17-16-107-037-1167 | 1,232 |
| 207. | 17-16-107-037-1168 | 4,270 |
| 208. | 17-16-107-037-1169 | 3,123 |
| 209. | 17-16-107-037-1170 | 3,512 |
| 210. | 17-16-107-037-1171 | 1,672 |
| 211. | 17-16-107-037-1172 | 2,921 |
| 212. | 17-16-107-037-1173 | 2,535 |
| 213. | 17-16-107-037-1174 | 5,764 |
| 214. | 17-16-107-037-1175 | 4,156 |
| 215. | 17-16-107-037-1176 | 4,161 |
| 216. | 17-16-107-037-1177 | 3,279 |
| 217. | 17-16-107-037-1178 | 4,421 |
| 218. | 17-16-107-037-1179 | 6,802 |
| 219. | 17-16-107-037-1180 | 3,530 |
| 220. | 17-16-107-037-1181 | 3,277 |
| 221. | 17-16-107-037-1182 | 7,516 |
| 222. | 17-16-107-037-1183 | 3,027 |
| 223. | 17-16-107-037-1184 | 4,431 |
| 224. | 17-16-107-037-1185 | 4,723 |
| 225. | 17-16-107-037-1186 | 4,102 |
| 226. | 17-16-107-037-1187 | 3,607 |
| 227. | 17-16-107-037-1188 | 4,147 |
| 228. | 17-16-107-037-1189 | 3,582 |
| 229. | 17-16-107-037-1190 | 3,434 |
| 230. | 17-16-107-037-1191 | 10,501 |
| 231. | 17-16-107-037-1192 | 3,161 |
| 232. | 17-16-107-037-1193 | 3,004 |
| 233. | 17-16-107-037-1194 | 2,877 |
| 234. | 17-16-107-037-1195 | 4,031 |
| 235. | 17-16-107-037-1196 | 4,824 |
| 236. | 17-16-107-037-1197 | 4,260 |
| 237. | 17-16-107-037-1198 | 5,072 |
| 238. | 17-16-107-037-1199 | 3,027 |
| 239. | 17-16-107-037-1200 | 3,755 |
| 240. | 17-16-107-037-1201 | 7,481 |
| 241. | 17-16-107-037-1202 | 3,932 |
| 242. | 17-16-107-037-1203 | 1,414 |
| 243. | 17-16-107-037-1204 | 2,222 |
| 244. | 17-16-107-037-1205 | 3,983 |
| 245. | 17-16-107-037-1206 | 2,053 |
| 246. | 17-16-107-037-1207 | 4,101 |
| 247. | 17-16-107-037-1208 | 3,960 |
| 248. | 17-16-107-037-1209 | 3,151 |
| 249. | 17-16-107-037-1210 | 3,670 |
| 250. | 17-16-107-037-1211 | 6,011 |
| 251. | 17-16-107-037-1212 | 2,936 |
| 252. | 17-16-107-037-1213 | 3,579 |
| 253. | 17-16-107-037-1214 | 2,985 |
| 254. | 17-16-107-037-1215 | 3,415 |
| 255. | 17-16-107-037-1216 | 1,119 |
| 256. | 17-16-107-037-1217 | 3,711 |
| 257. | 17-16-107-037-1218 | 3,943 |
| 258. | 17-16-107-037-1219 | 3,079 |
| 259. | 17-16-107-037-1220 | 1,756 |
| 260. | 17-16-107-037-1221 | 6,771 |
| 261 | 17-16-107-037-1222 | 1,696 |
| 262. | 17-16-107-037-1223 | 2,938 |
| 263. | 17-16-107-037-1224 | 2,801 |
| 264. | 17-16-107-037-1225 | 3,701 |
| 265. | 17-16-107-037-1226 | 8,422 |
| 266. | 17-16-107-037-1227 | 4,476 |
| 267. | 17-16-107-037-1228 | 6,622 |
| 268. | 17-16-107-037-1229 | 3,114 |
| 269. | 17-16-107-037-1230 | 3,598 |
| 270. | 17-16-107-037-1231 | 7,215 |
| 271. | 17-16-107-037-1232 | 3,616 |
| 272. | 17-16-107-037-1233 | 2,093 |
| 273. | 17-16-107-037-1234 | 2,692 |
| 274. | 17-16-107-037-1235 | 3,617 |
| 275. | 17-16-107-037-1236 | 7,105 |
| 276. | 17-16-107-037-1237 | 1,306 |
| 277. | 17-16-107-037-1238 | 5,322 |
| 278. | 17-16-107-037-1239 | 2,252 |
| 279. | 17-16-107-037-1240 | 3,356 |
| 280. | 17-16-107-037-1241 | 10,402 |
| 281. | 17-16-107-037-1242 | 2,994 |
| 282. | 17-16-107-037-1243 | 2,919 |
| 283. | 17-16-107-037-1244 | 3,734 |
| 284. | 17-16-107-037-1245 | 7,458 |
| 285. | 17-16-107-037-1246 | 1,870 |
| 286. | 17-16-107-037-1247 | 6,737 |
| 287. | 17-16-107-037-1248 | 2,345 |
| 288. | 17-16-107-037-1249 | 2,943 |
| 289. | 17-16-107-037-1250 | 5,644 |
| 290. | 17-16-107-037-1251 | 4,045 |
| 291. | 17-16-107-037-1252 | 5,143 |
| 292. | 17-16-107-037-1253 | 2,299 |
| 293. | 17-16-107-037-1254 | 9,233 |
| 294. | 17-16-107-037-1255 | 3,631 |
| 295. | 17-16-107-037-1256 | 6,867 |
| 296. | 17-16-107-037-1257 | 2,540 |
| 297. | 17-16-107-037-1258 | 10,065 |
| 298. | 17-16-107-037-1259 | 3,952 |
| 299. | 17-16-107-037-1260 | 5,540 |
| 300. | 17-16-107-037-1261 | 3,750 |
| 301. | 17-16-107-037-1262 | 2,556 |
| 302. | 17-16-107-037-1263 | 2,579 |
| 303. | 17-16-107-037-1264 | 1,697 |
| 304. | 17-16-107-037-1265 | 1,060 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 305. | 17-16-107-037-1266 | 1,039 |
| 306. | 17-16-107-037-1267 | 1,029 |
| 307 | 17-16-107-037-1268 | 1,039 |
| 308. | 17-16-107-037-1269 | 1,039 |
| 309. | 17-16-107-037-1270 | 1,029 |
| 310. | 17-16-107-037-1271 | 1,071 |
| 311. | 17-16-107-037-1272 | 1,060 |
| 312. | 17-16-107-037-1273 | 1,050 |
| 313. | 17-16-107-037-1274 | 1,060 |
| 314. | 17-16-107-037-1275 | 1,060 |
| 315. | 17-16-107-037-1276 | 1,050 |
| 316. | 17-16-107-037-1277 | 1,060 |
| 317. | 17-16-107-037-1278 | 1,124 |
| 318. | 17-16-107-037-1279 | 1,124 |
| 319. | 17-16-107-037-1280 | 663 |
| 320. | 17-16-107-037-1281 | 663 |
| 321. | 17-16-107-037-1282 | 875 |
| 322. | 17-16-107-037-1283 | 747 |
| 323. | 17-16-107-037-1284 | 716 |
| 324. | 17-16-107-037-1285 | 726 |
| 325. | 17-16-107-037-1286 | 705 |
| 326. | 17-16-107-037-1287 | 726 |
| 327. | 17-16-107-037-1288 | 705 |
| 328. | 17-16-107-037-1289 | 705 |
| 329. | 17-16-107-037-1290 | 695 |
| 330. | 17-16-107-037-1291 | 705 |
| 331. | 17-16-107-037-1292 | 726 |
| 332. | 17-16-107-037-1293 | 716 |
| 333. | 17-16-107-037-1294 | 726 |
| 334 | 17-16-107-037-1295 | 726 |
| 335. | 17-16-107-037-1296 | 716 |
| 336. | 17-16-107-037-1297 | 726 |
| 337. | 17-16-107-037-1298 | 726 |
| 338. | 17-16-107-037-1299 | 716 |
| 339. | 17-16-107-037-1300 | 726 |
| 340. | 17-16-107-037-1301 | 726 |
| 341. | 17-16-107-037-1302 | 716 |
| 342. | 17-16-107-037-1303 | 726 |
| 343. | 17-16-107-037-1304 | 663 |
| 344. | 17-16-107-037-1305 | 726 |
| 345. | 17-16-107-037-1306 | 716 |
| 346. | 17-16-107-037-1307 | 726 |
| 347. | 17-16-107-037-1308 | 726 |
| 348. | 17-16-107-037-1309 | 716 |
| 349. | 17-16-107-037-1310 | 726 |
| 350. | 17-16-107-037-1311 | 726 |
| 351. | 17-16-107-037-1312 | 726 |
| 352. | 17-16-107-037-1313 | 726 |
| 353. | 17-16-107-037-1314 | 737 |
| 354 | 17-16-107-037-1315 | 737 |
| 355. | 17-16-107-037-1316 | 864 |
| 356 | 17-16-107-037-1317 | 907 |
| 357. | 17-16-107-037-1318 | 801 |
| 358. | 17-16-107-037-1319 | 726 |
| 359. | 17-16-107-037-1320 | 716 |
| 360. | 17-16-107-037-1321 | 726 |
| 361. | 17-16-107-037-1322 | 726 |
| 362. | 17-16-107-037-1323 | 716 |
| 363. | 17-16-107-037-1324 | 726 |
| 364. | 17-16-107-037-1325 | 769 |
| 365. | 17-16-107-037-1326 | 779 |
| 366. | 17-16-107-037-1327 | 790 |
| 367. | 17-16-107-037-1328 | 790 |
| 368. | 17-16-107-037-1329 | 801 |
| 369. | 17-16-107-037-1330 | 801 |
| 370. | 17-16-107-037-1331 | 695 |
| 371. | 17-16-107-037-1332 | 684 |
| 372. | 17-16-107-037-1333 | 695 |
| 373. | 17-16-107-037-1334 | 684 |
| 374. | 17-16-107-037-1335 | 673 |
| 375. | 17-16-107-037-1336 | 684 |
| 376. | 17-16-107-037-1337 | 695 |
| 377. | 17-16-107-037-1338 | 684 |
| 378. | 17-16-107-037-1339 | 695 |
| 379. | 17-16-107-037-1340 | 684 |
| 380. | 17-16-107-037-1341 | 673 |
| 381. | 17-16-107-037-1342 | 652 |
| 382. | 17-16-107-037-1343 | 896 |
| 383. | 17-16-107-037-1344 | 737 |
| 384. | 17-16-107-037-1345 | 737 |
| 385. | 17-16-107-037-1346 | 716 |
| 386. | 17-16-107-037-1347 | 716 |
| 387. | 17-16-107-037-1348 | 716 |
| 388. | 17-16-107-037-1349 | 705 |
| 389. | 17-16-107-037-1350 | 695 |
| 390. | 17-16-107-037-1351 | 705 |
| 391. | 17-16-107-037-1352 | 695 |
| 392 | 17-16-107-037-1353 | 684 |
| 393. | 17-16-107-037-1354 | 695 |
| 394. | 17-16-107-037-1355 | 620 |
| 395. | 17-16-107-037-1356 | 705 |
| 396. | 17-16-107-037-1357 | 673 |
| 397. | 17-16-107-037-1358 | 684 |
| 398. | 17-16-107-037-1359 | 663 |
| 399. | 17-16-107-037-1360 | 684 |
| 400. | 17-16-107-037-1361 | 663 |
| 401. | 17-16-107-037-1362 | 663 |
| 402. | 17-16-107-037-1363 | 652 |
| 403. | 17-16-107-037-1364 | 663 |
| 404 | 17-16-107-037-1365 | 684 |
| 405. | 17-16-107-037-1366 | 673 |
| 406. | 17-16-107-037-1367 | 684 |
| 407. | 17-16-107-037-1368 | 684 |
| 408. | 17-16-107-037-1369 | 673 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 409. | 17-16-107-037-1370 | 684 |
| 410. | 17-16-107-037-1371 | 684 |
| 411 | 17-16-107-037-1372 | 673 |
| 412. | 17-16-107-037-1373 | 684 |
| 413. | 17-16-107-037-1374 | 684 |
| 414. | 17-16-107-037-1375 | 673 |
| 415. | 17-16-107-037-1376 | 684 |
| 416. | 17-16-107-037-1377 | 620 |
| 417. | 17-16-107-037-1378 | 684 |
| 418. | 17-16-107-037-1379 | 673 |
| 419. | 17-16-107-037-1380 | 684 |
| 420. | 17-16-107-037-138[illegible] | 684 |
| 421. | 17-16-107-037-1382 | 673 |
| 422. | 17-16-107-037-1383 | 684 |
| 423. | 17-16-107-037-1384 | 684 |
| 424. | 17-16-107-037-1385 | 684 |
| 425. | 17-16-107-037-1386 | 684 |
| 426. | 17-16-107-037-1387 | 695 |
| 427. | 17-16-107-037-1388 | 695 |
| 428. | 17-16-107-037-1389 | 822 |
| 429. | 17-16-107-037-1390 | 864 |
| 430. | 17-16-107-037-1391 | 758 |
| 431. | 17-16-107-037-1392 | 684 |
| 432. | 17-16-107-037-1393 | 673 |
| 433. | 17-16-107-037-1394 | 684 |
| 434. | 17-16-107-037-1395 | 684 |
| 435. | 17-16-107-037-1396 | 673 |
| 436. | 17-16-107-037-1397 | 684 |
| 437. | 17-16-107-037-1398 | 790 |
| 438. | 17-16-107-037-1399 | 832 |
| 439. | 17-16-107-037-1400 | 684 |
| 440. | 17-16-107-037-1401 | 673 |
| 441. | 17-16-107-037-1402 | 684 |
| 442. | 17-16-107-037-1403 | 684 |
| 443. | 17-16-107-037-1404 | 673 |
| 444. | 17-16-107-037-1405 | 684 |
| 445. | 17-16-107-037-1406 | 652 |
| 446. | 17-16-107-037-1407 | 642 |
| 447. | 17-16-107-037-1408 | 652 |
| 448. | 17-16-107-037-1409 | 642 |
| 449. | 17-16-107-037-1410 | 631 |
| 450. | 17-16-107-037-1411 | 642 |
| 451. | 17-16-107-037-1412 | 652 |
| 452. | 17-16-107-037-1413 | 642 |
| 453. | 17-16-107-037-1414 | 652 |
| 454. | 17-16-107-037-1415 | 642 |
| 455. | 17-16-107-037-1416 | 631 |
| 456 | 17-16-107-037-1417 | 610 |
| 457. | 17-16-107-037-1418 | 854 |
| 458. | 17-16-107-037-1419 | 695 |
| 459. | 17-16-107-037-1420 | 695 |
| 460. | 17-16-107-037-1421 | 673 |
| 461. | 17-16-107-037-1422 | 673 |
| 462. | 17-16-107-037-1423 | 673 |
| 463. | 17-16-107-037-1424 | 663 |
| 464. | 17-16-107-037-1425 | 652 |
| 465. | 17-16-107-037-1426 | 663 |
| 466. | 17-16-107-037-1427 | 652 |
| 467. | 17-16-107-037-1428 | 642 |
| 468. | 17-16-107-037-1429 | 652 |
| 469. | 17-16-107-037-1430 | 578 |
| 470. | 17-16-107-037-1431 | 663 |
| 471. | 17-16-107-037-1432 | 631 |
| 472. | 17-16-107-037-1433 | 642 |
| 473. | 17-16-107-037-1434 | 620 |
| 474. | 17-16-107-037-1435 | 642 |
| 475. | 17-16-107-037-1436 | 620 |
| 476. | 17-16-107-037-1437 | 620 |
| 477. | 17-16-107-037-1438 | 610 |
| 478. | 17-16-107-037-1439 | 620 |
| 479 | 17-16-107-037-1440 | 642 |
| 480. | 17-16-107-037-1441 | 631 |
| 481 | 17-16-107-037-1442 | 642 |
| 482. | 17-16-107-037-1443 | 642 |
| 483. | 17-16-107-037-1444 | 631 |
| 484. | 17-16-107-037-1445 | 642 |
| 485. | 17-16-107-037-1446 | 642 |
| 486. | 17-16-107-037-1447 | 631 |
| 487. | 17-16-107-037-1448 | 642 |
| 488. | 17-16-107-037-1449 | 642 |
| 489. | 17-16-107-037-1450 | 631 |
| 490. | 17-16-107-037-1451 | 642 |
| 491. | 17-16-107-037-1452 | 578 |
| 492. | 17-16-107-037-1453 | 642 |
| 493. | 17-16-107-037-1454 | 631 |
| 494. | 17-16-107-037-1455 | 642 |
| 495. | 17-16-107-037-1456 | 642 |
| 496. | 17-16-107-037-1457 | 631 |
| 497. | 17-16-107-037-1458 | 642 |
| 498. | 17-16-107-037-1459 | 642 |
| 499. | 17-16-107-037-1460 | 642 |
| 500. | 17-16-107-037-1461 | 642 |
| 501. | 17-16-107-037-1462 | 652 |
| 502. | 17-16-107-037-1463 | 652 |
| 503. | 17-16-107-037-1464 | 779 |
| 504. | 17-16-107-037-1465 | 822 |
| 505. | 17-16-107-037-1466 | 716 |
| 506. | 17-16-107-037-1467 | 642 |
| 507 | 17-16-107-037-1468 | 631 |
| 508. | 17-16-107-037-1469 | 642 |
| 509. | 17-16-107-037-1470 | 642 |
| 510. | 17-16-107-037-1471 | 631 |
| 511 | 17-16-107-037-1472 | 642 |
| 512 | 17-16-107-037-1473 | 747 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 513. | 17-16-107-037-1474 | 790 |
| 514. | 17-16-107-037-1475 | 642 |
| 515. | 17-16-107-037-1476 | 631 |
| 516. | 17-16-107-037-1477 | 642 |
| 517. | 17-16-107-037-1478 | 642 |
| 518 | 17-16-107-037-1479 | 631 |
| 519. | 17-16-107-037-1480 | 642 |
| 520. | 17-16-107-037-1481 | 610 |
| 521. | 17-16-107-037-1482 | 599 |
| 522. | 17-16-107-037-1483 | 610 |
| 523. | 17-16-107-037-1484 | 599 |
| 524. | 17-16-107-037-1485 | 589 |
| 525. | 17-16-107-037-1486 | 599 |
| 526. | 17-16-107-037-1487 | 610 |
| 527. | 17-16-107-037-1488 | 599 |
| 528. | 17-16-107-037-1489 | 610 |
| 529. | 17-16-107-037-1490 | 599 |
| 530. | 17-16-107-037-1491 | 589 |
| 531. | 17-16-107-037-1492 | 567 |
| 532. | 17-16-107-037-1493 | 811 |
| 533. | 17-16-107-037-1494 | 652 |
| 534. | 17-16-107-037-1495 | 652 |
| 535. | 17-16-107-037-1496 | 631 |
| 536. | 17-16-107-037-1497 | 631 |
| 537. | 17-16-107-037-1498 | 631 |
| 538 | 17-16-107-037-1499 | 620 |
| 539. | 17-16-107-037-1500 | 610 |
| 540. | 17-16-107-037-1501 | 620 |
| 541. | 17-16-107-037-1502 | 610 |
| 542. | 17-16-107-037-1503 | 599 |
| 543. | 17-16-107-037-1504 | 610 |
| 544. | 17-16-107-037-1505 | 535 |
| 545. | 17-16-107-037-1506 | 620 |
| 546. | 17-16-107-037-1507 | 589 |
| 547. | 17-16-107-037-1508 | 599 |
| 548. | 17-16-107-037-1509 | 578 |
| 549. | 17-16-107-037-1510 | 589 |
| 550. | 17-16-107-037-1511 | 578 |
| 551. | 17-16-107-037-1512 | 578 |
| 552 | 17-16-107-037-1513 | 567 |
| 553. | 17-16-107-037-1514 | 578 |
| 554 | 17-16-107-037-1515 | 599 |
| 555. | 17-16-107-037-1516 | 589 |
| 556. | 17-16-107-037-1517 | 599 |
| 557. | 17-16-107-037-1518 | 599 |
| 558. | 17-16-107-037-1519 | 589 |
| 559. | 17-16-107-037-1520 | 599 |
| 560. | 17-16-107-037-1521 | 599 |
| 561. | 17-16-107-037-1522 | 589 |
| 562. | 17-16-107-037-1523 | 599 |
| 563. | 17-16-107-037-1524 | 599 |
| 564 | 17-16-107-037-1525 | 589 |
| 565. | 17-16-107-037-1526 | 599 |
| 566 | 17-16-107-037-1527 | 535 |
| 567. | 17-16-107-037-1528 | 599 |
| 568. | 17-16-107-037-1529 | 589 |
| 569. | 17-16-107-037-1530 | 599 |
| 570. | 17-16-107-037-1531 | 599 |
| 571. | 17-16-107-037-1532 | 589 |
| 572. | 17-16-107-037-1533 | 599 |
| 573. | 17-16-107-037-1534 | 599 |
| 574. | 17-16-107-037-1535 | 599 |
| 575. | 17-16-107-037-1536 | 599 |
| 576. | 17-16-107-037-1537 | 610 |
| 577 | 17-16-107-037-1538 | 610 |
| 578. | 17-16-107-037-1539 | 811 |
| 579. | 17-16-107-037-1540 | 779 |
| 580 | 17-16-107-037-1541 | 673 |
| 581. | 17-16-107-037-1542 | 599 |
| 582. | 17-16-107-037-1543 | 589 |
| 583. | 17-16-107-037-1544 | 599 |
| 584. | 17-16-107-037-1545 | 599 |
| 585. | 17-16-107-037-1546 | 589 |
| 586. | 17-16-107-037-1547 | 599 |
| 587. | 17-16-107-037-1548 | 705 |
| 588. | 17-16-107-037-1549 | 747 |
| 589. | 17-16-107-037-1550 | 599 |
| 590. | 17-16-107-037-1551 | 589 |
| 591. | 17-16-107-037-1552 | 599 |
| 592. | 17-16-107-037-1553 | 599 |
| 593. | 17-16-107-037-1554 | 589 |
| 594. | 17-16-107-037-1555 | 599 |
| 595. | 17-16-107-037-1556 | 567 |
| 596. | 17-16-107-037-1557 | 557 |
| 597. | 17-16-107-037-1558 | 567 |
| 598. | 17-16-107-037-1559 | 557 |
| 599. | 17-16-107-037-1560 | 546 |
| 600. | 17-16-107-037-1561 | 557 |
| 601. | 17-16-107-037-1562 | 567 |
| 602. | 17-16-107-037-1563 | 557 |
| 603. | 17-16-107-037-1564 | 567 |
| 604. | 17-16-107-037-1565 | 557 |
| 605. | 17-16-107-037-1566 | 546 |
| 606. | 17-16-107-037-1567 | 525 |
| 607. | 17-16-107-037-1568 | 769 |
| 608. | 17-16-107-037-1569 | 610 |
| 609. | 17-16-107-037-1570 | 610 |
| 610 | 17-16-107-037-1571 | 589 |
| 611. | 17-16-107-037-1572 | 589 |
| 612. | 17-16-107-037-1573 | 589 |
| 613. | 17-16-107-037-1574 | 578 |
| 614. | 17-16-107-037-1575 | 567 |
| 615. | 17-16-107-037-1576 | 578 |
| 616. | 17-16-107-037-1577 | 567 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 617. | 17-16-107-037-1578 | 557 |
| 618. | 17-16-107-037-1579 | 567 |
| 619. | 17-16-107-037-1580 | 493 |
| 620. | 17-16-107-037-1581 | 620 |
| 621. | 17-16-107-037-1582 | 620 |
| 622. | 17-16-107-037-1583 | 613 |
| 623. | 17-16-107-038-8001 | 528,482 |
| 624. | 17-16-107-038-8002 | - |
| 625. | 17-16-111-001-0000 | 129,925 |
| 626. | 17-16-111-002-0000 | 76,439 |
| 627. | 17-16-111-003-0000 | 80,272 |
| 628. | 17-16-111-017-0000 | 127,802 |
| 629. | 17-16-111-019-0000 | 82,372 |
| 630 | 17-16-111-020-0000 | 497,313 |
| 631. | 17-16-111-022-0000 | - |
| 632. | 17-16-111-023-0000 | 1,626,666 |
| 633. | 17-16-111-024-0000 | 76,707 |
| 634. | 17-16-111-025-0000 | 109,431 |
| 635 | 17-16-111-026-0000 | 137,985 |
| 636. | 17-16-111-027-0000 | 72,029 |
| 637. | 17-16-111-028-1001 | 167,347 |
| 638. | 17-16-111-028-1009 | 63,801 |
| 639. | 17-16-111-028-1010 | 130,400 |
| 640. | 17-16-111-028-1011 | 105,421 |
| 641. | 17-16-111-028-1012 | 54,068 |
| 642. | 17-16-111-028-1013 | 122,065 |
| 643. | 17-16-111-028-1014 | 74,907 |
| 644. | 17-16-111-028-1015 | 155,378 |
| 645. | 17-16-111-028-1016 | 86,010 |
| 646. | 17-16-111-028-1018 | 61,004 |
| 647. | 17-16-111-028-1019 | 214,396 |
| 648. | 17-16-111-028-1020 | 214,396 |
| 649. | 17-16-111-028-1022 | 222,892 |
| 650. | 17-16-111-028-1023 | 65,629 |
| 651. | 17-16-111-028-1024 | 144,241 |
| 652. | 17-16-111-028-1025 | 78,121 |
| 653 | 17-16-111-028-1026 | 133,366 |
| 654. | 17-16-111-028-1027 | 354,048 |
| 655. | 17-16-111-028-1028 | 83,912 |
| 656. | 17-16-111-201-0000 | 143,857 |
| 657. | 17-16-111-202-0000 | 143,857 |
| 658. | 17-16-111-203-0000 | 48,199 |
| 659. | 17-16-111-204-0000 | 48,199 |
| 660 | 17-16-111-205-0000 | 188,246 |
| 661. | 17-16-111-206-0000 | 188,246 |
| 662. | 17-16-113-002-0000 | 317,951 |
| 663. | 17-16-113-003-0000 | 639,461 |
| 664. | 17-16-113-009-0000 | 961,350 |
| 665. | 17-16-113-013-0000 | 20,712 |
| 666 | 17-16-113-014-0000 | 155,004 |
| 667. | 17-16-113-016-1001 | 16,602 |
| 668. | 17-16-113-016-1002 | 15,438 |
| 669. | 17-16-113-016-1003 | 13,441 |
| 670. | 17-16-113-016-1004 | 15,172 |
| 671. | 17-16-113-016-1005 | 13,841 |
| 672. | 17-16-113-016-1006 | 12,676 |
| 673. | 17-16-113-016-1007 | 15,372 |
| 674. | 17-16-113-016-1008 | 20,927 |
| 675. | 17-16-113-016-1009 | 15,837 |
| 676. | 17-16-113-016-1010 | 15,372 |
| 677. | 17-16-113-016-1011 | 20,063 |
| 678 | 17-16-113-016-1012 | 14,573 |
| 679. | 17-16-113-016-1013 | 13,408 |
| 680. | 17-16-113-016-1014 | 19,064 |
| 681 | 17-16-113-016-1015 | 18,366 |
| 682. | 17-16-113-016-1016 | 18,299 |
| 683. | 17-16-113-016-1017 | 17,767 |
| 684. | 17-16-113-016-1018 | 20,363 |
| 685. | 17-16-113-016-1019 | 16,602 |
| 686. | 17-16-113-016-1020 | 15,438 |
| 687. | 17-16-113-016-1021 | 13,441 |
| 688. | 17-16-113-016-1022 | 15,172 |
| 689. | 17-16-113-016-1023 | 13,841 |
| 690. | 17-16-113-016-1024 | 12,676 |
| 691. | 17-16-113-016-1025 | 15,372 |
| 692. | 17-16-113-016-1026 | 20,927 |
| 693. | 17-16-113-016-1027 | 15,837 |
| 694. | 17-16-113-016-1028 | 15,372 |
| 695. | 17-16-113-016-1029 | 20,063 |
| 696. | 17-16-113-016-1030 | 11,312 |
| 697. | 17-16-113-016-1031 | 13,408 |
| 698. | 17-16-113-016-1032 | 19,064 |
| 699. | 17-16-113-016-1033 | 18,366 |
| 700. | 17-16-113-016-1034 | 18,299 |
| 701. | 17-16-113-016-1035 | 17,767 |
| 702. | 17-16-113-016-1036 | 20,363 |
| 703. | 17-16-113-016-1037 | 16,602 |
| 704. | 17-16-113-016-1038 | 15,438 |
| 705. | 17-16-113-016-1039 | 13,441 |
| 706. | 17-16-113-016-1040 | 15,172 |
| 707. | 17-16-113-016-1041 | 13,841 |
| 708. | 17-16-113-016-1042 | 12,676 |
| 709. | 17-16-113-016-1043 | 15,372 |
| 710. | 17-16-113-016-1044 | 20,927 |
| 711. | 17-16-113-016-1045 | 15,837 |
| 712. | 17-16-113-016-1046 | 11,610 |
| 713. | 17-16-113-016-1047 | 20,063 |
| 714. | 17-16-113-016-1048 | 14,573 |
| 715. | 17-16-113-016-1049 | 13,408 |
| 716. | 17-16-113-016-1050 | 19,064 |
| 717. | 17-16-113-016-1051 | 18,366 |
| 718. | 17-16-113-016-1052 | 18,299 |
| 719 | 17-16-113-016-1053 | 17,767 |
| 720. | 17-16-113-016-1054 | 20,363 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 721. | 17-16-113-016-1055 | 11,711 |
| 722. | 17-16-113-016-1056 | 12,377 |
| 723. | 17-16-113-016-1057 | 12,543 |
| 724. | 17-16-113-016-1058 | 12,476 |
| 725 | 17-16-113-016-1059 | 12,410 |
| 726. | 17-16-113-016-1060 | 18,499 |
| 727. | 17-16-113-016-1061 | 17,168 |
| 728. | 17-16-113-016-1062 | 17,301 |
| 729. | 17-16-113-016-1063 | 19,231 |
| 730. | 17-16-113-016-1064 | 15,105 |
| 731. | 17-16-113-016-1065 | 8,584 |
| 732. | 17-16-113-016-1066 | 8,584 |
| 733. | 17-16-113-016-1067 | 8,883 |
| 734. | 17-16-113-016-1068 | 8,883 |
| 735. | 17-16-113-016-1069 | 12,809 |
| 736. | 17-16-113-016-1070 | 10,979 |
| 737. | 17-16-113-016-1071 | 12,011 |
| 738. | 17-16-113-016-1072 | 11,711 |
| 739. | 17-16-113-016-1073 | 12,377 |
| 740 | 17-16-113-016-1074 | 12,543 |
| 741. | 17-16-113-016-1075 | 12,476 |
| 742. | 17-16-113-016-1076 | 12,410 |
| 743. | 17-16-113-016-1077 | 18,499 |
| 744. | 17-16-113-016-1078 | 17,168 |
| 745. | 17-16-113-016-1079 | 17,301 |
| 746. | 17-16-113-016-1080 | 19,231 |
| 747. | 17-16-113-016-1081 | 15,105 |
| 748. | 17-16-113-016-1082 | 8,584 |
| 749. | 17-16-113-016-1083 | 8,584 |
| 750. | 17-16-113-016-1084 | 8,883 |
| 751. | 17-16-113-016-1085 | 10,979 |
| 752. | 17-16-113-016-1086 | 12,809 |
| 753. | 17-16-113-016-1087 | 10,979 |
| 754. | 17-16-113-016-1088 | 12,011 |
| 755. | 17-16-113-016-1089 | 11,711 |
| 756 | 17-16-113-016-1090 | 12,377 |
| 757. | 17-16-113-016-1091 | 12,543 |
| 758 | 17-16-113-016-1092 | 12,476 |
| 759. | 17-16-113-016-1093 | 12,410 |
| 760 | 17-16-113-016-1094 | 18,499 |
| 761. | 17-16-113-016-1095 | 17,168 |
| 762. | 17-16-113-016-1096 | 17,301 |
| 763. | 17-16-113-016-1097 | 19,231 |
| 764. | 17-16-113-016-1098 | 15,105 |
| 765. | 17-16-113-016-1099 | 8,584 |
| 766. | 17-16-113-016-1100 | 8,584 |
| 767. | 17-16-113-016-1101 | 8,883 |
| 768. | 17-16-113-016-1102 | 10,979 |
| 769. | 17-16-113-016-1103 | 12,809 |
| 770 | 17-16-113-016-1104 | 10,979 |
| 771. | 17-16-113-016-1105 | 12,011 |
| 772 | 17-16-113-016-1106 | 11,711 |
| 773 | 17-16-113-016-1107 | 12,377 |
| 774. | 17-16-113-016-1108 | 12,543 |
| 775. | 17-16-113-016-1109 | 12,476 |
| 776. | 17-16-113-016-1110 | 12,410 |
| 777. | 17-16-113-016-1111 | 18,499 |
| 778. | 17-16-113-016-1112 | 17,168 |
| 779. | 17-16-113-016-1113 | 17,301 |
| 780. | 17-16-113-016-1114 | 19,231 |
| 781. | 17-16-113-016-1115 | 15,105 |
| 782. | 17-16-113-016-1116 | 8,584 |
| 783. | 17-16-113-016-1117 | 8,584 |
| 784. | 17-16-113-016-1118 | 8,883 |
| 785. | 17-16-113-016-1119 | 10,979 |
| 786. | 17-16-113-016-1120 | 12,809 |
| 787. | 17-16-113-016-1121 | 10,979 |
| 788. | 17-16-113-016-1122 | 12,011 |
| 789. | 17-16-113-016-1123 | 11,711 |
| 790. | 17-16-113-016-1124 | 12,377 |
| 791. | 17-16-113-016-1125 | 12,543 |
| 792. | 17-16-113-016-1126 | 12,476 |
| 793. | 17-16-113-016-1127 | 12,410 |
| 794. | 17-16-113-016-1128 | 18,499 |
| 795. | 17-16-113-016-1129 | 17,168 |
| 796. | 17-16-113-016-1130 | 17,301 |
| 797. | 17-16-113-016-1131 | 19,231 |
| 798. | 17-16-113-016-1132 | 15,105 |
| 799. | 17-16-113-016-1133 | 8,584 |
| 800. | 17-16-113-016-1134 | 8,584 |
| 801. | 17-16-113-016-1135 | 8,883 |
| 802. | 17-16-113-016-1136 | 10,979 |
| 803. | 17-16-113-016-1137 | 12,809 |
| 804. | 17-16-113-016-1138 | 10,979 |
| 805. | 17-16-113-016-1139 | 12,011 |
| 806. | 17-16-113-016-1140 | 11,711 |
| 807. | 17-16-113-016-1141 | 12,377 |
| 808. | 17-16-113-016-1142 | 12,543 |
| 809. | 17-16-113-016-1143 | 12,476 |
| 810. | 17-16-113-016-1144 | 12,410 |
| 811. | 17-16-113-016-1145 | 18,499 |
| 812. | 17-16-113-016-1146 | 17,168 |
| 813 | 17-16-113-016-1147 | 17,301 |
| 814. | 17-16-113-016-1148 | 19,231 |
| 815. | 17-16-113-016-1149 | 15,105 |
| 816. | 17-16-113-016-1150 | 8,584 |
| 817. | 17-16-113-016-1151 | 8,584 |
| 818. | 17-16-113-016-1152 | 8,883 |
| 819. | 17-16-113-016-1153 | 10,979 |
| 820. | 17-16-113-016-1154 | 12,809 |
| 821. | 17-16-113-016-1155 | 10,979 |
| 822. | 17-16-113-016-1156 | 9,918 |
| 823. | 17-16-113-016-1157 | 11,711 |
| 824. | 17-16-113-016-1158 | 12,377 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 825. | 17-16-113-016-1159 | 12,543 |
| 826. | 17-16-113-016-1160 | 12,476 |
| 827. | 17-16-113-016-1161 | 12,410 |
| 828. | 17-16-113-016-1162 | 18,499 |
| 829. | 17-16-113-016-1163 | 17,168 |
| 830. | 17-16-113-016-1164 | 17,301 |
| 831. | 17-16-113-016-1165 | 19,231 |
| 832. | 17-16-113-016-1166 | 15,105 |
| 833. | 17-16-113-016-1167 | 8,584 |
| 834. | 17-16-113-016-1168 | 8,584 |
| 835. | 17-16-113-016-1169 | 8,883 |
| 836. | 17-16-113-016-1170 | 10,979 |
| 837. | 17-16-113-016-1171 | 12,809 |
| 838 | 17-16-113-016-1172 | 10,979 |
| 839. | 17-16-113-016-1173 | 12,011 |
| 840. | 17-16-113-016-1174 | 11,711 |
| 841. | 17-16-113-016-1175 | 12,377 |
| 842. | 17-16-113-016-1176 | 12,543 |
| 843. | 17-16-113-016-1177 | 12,476 |
| 844. | 17-16-113-016-1178 | 12,410 |
| 845. | 17-16-113-016-1179 | 18,499 |
| 846. | 17-16-113-016-1180 | 17,168 |
| 847. | 17-16-113-016-1181 | 17,301 |
| 848. | 17-16-113-016-1182 | 19,231 |
| 849. | 17-16-113-016-1183 | 15,105 |
| 850. | 17-16-113-016-1184 | 8,584 |
| 851. | 17-16-113-016-1185 | 8,584 |
| 852. | 17-16-113-016-1186 | 8,883 |
| 853. | 17-16-113-016-1187 | 10,979 |
| 854. | 17-16-113-016-1188 | 12,809 |
| 855. | 17-16-113-016-1189 | 10,979 |
| 856. | 17-16-113-016-1190 | 12,011 |
| 857. | 17-16-113-016-1191 | 11,711 |
| 858. | 17-16-113-016-1192 | 12,377 |
| 859. | 17-16-113-016-1193 | 12,543 |
| 860. | 17-16-113-016-1194 | 12,476 |
| 861. | 17-16-113-016-1195 | 12,410 |
| 862. | 17-16-113-016-1196 | 18,499 |
| 863. | 17-16-113-016-1197 | 17,168 |
| 864. | 17-16-113-016-1198 | 17,301 |
| 865. | 17-16-113-016-1199 | 19,231 |
| 866. | 17-16-113-016-1200 | 15,105 |
| 867. | 17-16-113-016-1201 | 8,584 |
| 868. | 17-16-113-016-1202 | 8,584 |
| 869. | 17-16-113-016-1203 | 8,883 |
| 870. | 17-16-113-016-1204 | 10 979 |
| 871. | 17-16-113-016-1205 | 12,809 |
| 872. | 17-16-113-016-1206 | 10 979 |
| 873. | 17-16-113-016-1207 | 12,011 |
| 874. | 17-16-113-016-1208 | 11,711 |
| 875. | 17-16-113-016-1209 | 12,377 |
| 876. | 17-16-113-016-1210 | 12 543 |

| | PIN | 1997 EAV |
|---|---|---|
| 877. | 17-16-113-016-1211 | 12,476 |
| 878. | 17-16-113-016-1212 | 12,410 |
| 879. | 17-16-113-016-1213 | 18,499 |
| 880. | 17-16-113-016-1214 | 17,168 |
| 881. | 17-16-113-016-1215 | 17,301 |
| 882. | 17-16-113-016-1216 | 19,231 |
| 883. | 17-16-113-016-1217 | 15 105 |
| 884. | 17-16-113-016-1218 | 8,584 |
| 885. | 17-16-113-016-1219 | 8,584 |
| 886. | 17-16-113-016-1220 | 8,883 |
| 887. | 17-16-113-016-1221 | 10,979 |
| 888. | 17-16-113-016-1222 | 12,809 |
| 889. | 17-16-113-016-1223 | 10,979 |
| 890. | 17-16-113-016-1224 | 12,011 |
| 891. | 17-16-113-016-1225 | 11,711 |
| 892. | 17-16-113-016-1226 | 12,377 |
| 893. | 17-16-113-016-1227 | 12,543 |
| 894. | 17-16-113-016-1228 | 12,476 |
| 895. | 17-16-113-016-1229 | 12,410 |
| 896. | 17-16-113-016-1230 | 18,499 |
| 897. | 17-16-113-016-1231 | 17,168 |
| 898 | 17-16-113-016-1232 | 17,301 |
| 899. | 17-16-113-016-1233 | 19,231 |
| 900. | 17-16-113-016-1234 | 15,105 |
| 901. | 17-16-113-016-1235 | 8,584 |
| 902. | 17-16-113-016-1236 | 8,584 |
| 903. | 17-16-113-016-1237 | 8,883 |
| 904. | 17-16-113-016-1238 | 10,979 |
| 905. | 17-16-113-016-1239 | 12,809 |
| 906. | 17-16-113-016-1240 | 10,979 |
| 907. | 17-16-113-016-1241 | 12,032 |
| 908. | 17-16-114-003-0000 | 4 |
| 909 | 17-16-115-003-6030 | - |
| 910. | 17-16-117-017-0000 | - |
| 911. | 17-16-117-036-0000 | 67,108 |
| 912. | 17-16-117-037-0000 | - |
| 913. | 17-16-117-038-0000 | 282,518 |
| 914. | 17-16-117-039-0000 | - |
| 915. | 17-16-117-040-1001 | 3,511 |
| 916. | 17-16-117-040-1002 | 2,500 |
| 917. | 17-16-117-040-1003 | 2,696 |
| 918. | 17-16-117-040-1004 | 3,286 |
| 919. | 17-16-117-040-1005 | 2,556 |
| 920. | 17-16-117-040-1006 | 3,090 |
| 921. | 17-16-117-040-1007 | 2,528 |
| 922. | 17-16-117-040-1008 | 2,191 |
| 923. | 17-16-117-040-1009 | 2,126 |
| 924. | 17-16-117-040-1010 | 1,910 |
| 925 | 17-16-117-040-1011 | 2,922 |
| 926. | 17-16-117-040-1012 | 2,500 |
| 927. | 17-16-117-040-1013 | 2,696 |
| 928. | 17-16-117-040-1014 | 3,286 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 929. | 17-16-117-040-1015 | 2,556 |
| 930. | 17-16-117-040-1016 | 3,090 |
| 931. | 17-16-117-040-1017 | 1,675 |
| 932. | 17-16-117-040-1018 | 2,191 |
| 933. | 17-16-117-040-1019 | 2,865 |
| 934. | 17-16-117-040-1020 | 1,910 |
| 935. | 17-16-117-040-1021 | 3,511 |
| 936. | 17-16-117-040-1022 | 2,500 |
| 937. | 17-16-117-040-1023 | 2,696 |
| 938. | 17-16-117-040-1024 | 3,286 |
| 939. | 17-16-117-040-1025 | 2,556 |
| 940. | 17-16-117-040-1026 | 3,090 |
| 941 | 17-16-117-040-1027 | 2,528 |
| 942. | 17-16-117-040-1028 | 2,191 |
| 943. | 17-16-117-040-1029 | 2,865 |
| 944. | 17-16-117-040-1030 | 1,910 |
| 945. | 17-16-117-040-1031 | 3,034 |
| 946 | 17-16-117-040-1032 | 2,500 |
| 947. | 17-16-117-040-1033 | 2,696 |
| 948. | 17-16-117-040-1034 | 3,286 |
| 949. | 17-16-117-040-1035 | 2,556 |
| 950. | 17-16-117-040-1036 | 3,090 |
| 951. | 17-16-117-040-1037 | 2 528 |
| 952. | 17-16-117-040-1038 | 2 191 |
| 953. | 17-16-117-040-1039 | 2 865 |
| 954. | 17-16-117-040-1040 | 1,910 |
| 955. | 17-16-117-040-1041 | 3,511 |
| 956. | 17-16-117-040-1042 | 2 500 |
| 957. | 17-16-117-040-1043 | 2,696 |
| 958. | 17-16-117-040-1044 | 3,286 |
| 959. | 17-16-117-040-1045 | 2,556 |
| 960. | 17-16-117-040-1046 | 3,090 |
| 961. | 17-16-117-040-1047 | 2,528 |
| 962. | 17-16-117-040-1048 | 2,191 |
| 963. | 17-16-117-040-1049 | 2,865 |
| 964. | 17-16-117-040-1050 | 1,910 |
| 965. | 17-16-117-040-1051 | 1,999 |
| 966. | 17-16-117-040-1052 | 2,500 |
| 967. | 17-16-117-040-1053 | 2,696 |
| 968. | 17-16-117-040-1054 | 3,286 |
| 969 | 17-16-117-040-1055 | 2,556 |
| 970. | 17-16-117-040-1056 | 3,090 |
| 971. | 17-16-117-040-1057 | 2,528 |
| 972. | 17-16-117-040-1058 | 2,191 |
| 973. | 17-16-117-040-1059 | 2,865 |
| 974. | 17-16-117-040-1060 | 1,910 |
| 975. | 17-16-117-040-1061 | 3,511 |
| 976 | 17-16-117-040-1062 | 2,500 |
| 977. | 17-16-117-040-1063 | 2,244 |
| 978. | 17-16-117-040-1064 | 3,286 |
| 979. | 17-16-117-040-1065 | 2,556 |
| 980. | 17-16-117-040-1066 | 3,090 |
| 981 | 17-16-117-040-1067 | 2,528 |
| 982 | 17-16-117-040-1068 | 2,191 |
| 983. | 17-16-117-040-1069 | 2,865 |
| 984. | 17-16-117-040-1070 | 1,910 |
| 985. | 17-16-117-040-1071 | 3,511 |
| 986. | 17-16-117-040-1072 | 2,500 |
| 987 | 17-16-117-040-1073 | 2,696 |
| 988. | 17-16-117-040-1074 | 3,286 |
| 989. | 17-16-117-040-1075 | 1,470 |
| 990. | 17-16-117-040-1076 | 3,090 |
| 991 | 17-16-117-040-1077 | 1,454 |
| 992. | 17-16-117-040-1078 | 2,191 |
| 993. | 17-16-117-040-1079 | 2 865 |
| 994. | 17-16-117-040-1080 | 1,910 |
| 995. | 17-16-117-040-1081 | 3,511 |
| 996. | 17-16-117-040-1082 | 2,500 |
| 997. | 17-16-117-040-1083 | 2,696 |
| 998. | 17-16-117-040-1084 | 3,286 |
| 999. | 17-16-117-040-1085 | 1,849 |
| 1000. | 17-16-117-040-1086 | 3,090 |
| 1001. | 17-16-117-040-1087 | 2,528 |
| 1002. | 17-16-117-040-1088 | 1,582 |
| 1003. | 17-16-117-040-1089 | 2,865 |
| 1004 | 17-16-117-040-1090 | 1,910 |
| 1005. | 17-16-117-040-1091 | 4,015 |
| 1006. | 17-16-117-040-1092 | 4,213 |
| 1007. | 17-16-117-040-1093 | 4,213 |
| 1008. | 17-16-117-040-1094 | 2,899 |
| 1009. | 17-16-117-040-1095 | 4 185 |
| 1010. | 17-16-117-040-1096 | 2,327 |
| 1011. | 17-16-117-040-1097 | 2,829 |
| 1012. | 17-16-117-040-1098 | 15,545 |
| 1013 | 17-16-118-013-0000 | 970,071 |
| 1014. | 17-16-118-014-0000 | 78,005 |
| 1015. | 17-16-118-015-0000 | 1,009 014 |
| 1016. | 17-16-118-016-0000 | 522 612 |
| 1017. | 17-16-118-017-0000 | 9,558 |
| 1018. | 17-16-118-023-1001 | 8,934 |
| 1019. | 17-16-118-023-1002 | 7,173 |
| 1020. | 17-16-118-023-1003 | 6 647 |
| 1021. | 17-16-118-023-1004 | 6,581 |
| 1022. | 17-16-118-023-1005 | 7,000 |
| 1023. | 17-16-118-023-1006 | 7,299 |
| 1024. | 17-16-118-023-1007 | 7,299 |
| 1025 | 17-16-118-023-1008 | 7,299 |
| 1026 | 17-16-118-023-1009 | 7,299 |
| 1027. | 17-16-118-023-1010 | 7,299 |
| 1028. | 17-16-118-023-1011 | 7,199 |
| 1029. | 17-16-118-023-1012 | 8,934 |
| 1030 | 17-16-118-023-1013 | 7,173 |
| 1031 | 17-16-118-023-1014 | 6,647 |
| 1032. | 17-16-118-023-1015 | 6,581 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 1033. | 17-16-118-023-1016 | 7,000 |
| 1034. | 17-16-118-023-1017 | 7,299 |
| 1035. | 17-16-118-023-1018 | 7,299 |
| 1036. | 17-16-118-023-1019 | 7,299 |
| 1037. | 17-16-118-023-1020 | 7,299 |
| 1038. | 17-16-118-023-1021 | 7,299 |
| 1039. | 17-16-118-023-1022 | 7,199 |
| 1040. | 17-16-118-023-1023 | 11,599 |
| 1041. | 17-16-118-023-1024 | 8,934 |
| 1042. | 17-16-118-023-1025 | 7,173 |
| 1043. | 17-16-118-023-1026 | 6,647 |
| 1044. | 17-16-118-023-1027 | 6,581 |
| 1045. | 17-16-118-023-1028 | 7,000 |
| 1046 | 17-16-118-023-1029 | 7,299 |
| 1047. | 17-16-118-023-1030 | 7,299 |
| 1048. | 17-16-118-023-1031 | 7,299 |
| 1049. | 17-16-118-023-1032 | 7,299 |
| 1050. | 17-16-118-023-1033 | 7,299 |
| 1051. | 17-16-118-023-1034 | 7,199 |
| 1052. | 17-16-118-023-1035 | 8,934 |
| 1053. | 17-16-118-023-1036 | 7,173 |
| 1054. | 17-16-118-023-1037 | 6,647 |
| 1055. | 17-16-118-023-1038 | 6,581 |
| 1056. | 17-16-118-023-1039 | 7,000 |
| 1057. | 17-16-118-023-1040 | 7,299 |
| 1058. | 17-16-118-023-1041 | 7,299 |
| 1059. | 17-16-118-023-1042 | 7,299 |
| 1060. | 17-16-118-023-1043 | 7,299 |
| 1061. | 17-16-118-023-1044 | 7,299 |
| 1062. | 17-16-118-023-1045 | 7,199 |
| 1063. | 17-16-118-023-1046 | 11,599 |
| 1064. | 17-16-118-023-1047 | 11,055 |
| 1065 | 17-16-118-023-1048 | 10,018 |
| 1066. | 17-16-118-023-1049 | 12,563 |
| 1067. | 17-16-118-023-1050 | 11,599 |
| 1068. | 17-16-118-023-1051 | 11,055 |
| 1069. | 17-16-118-023-1052 | 10,018 |
| 1070. | 17-16-118-023-1053 | 12,563 |
| 1071. | 17-16-118-023-1054 | 11,055 |
| 1072 | 17-16-118-023-1055 | 10,018 |
| 1073. | 17-16-118-023-1056 | 12,563 |
| 1074. | 17-16-118-023-1057 | 11,599 |
| 1075. | 17-16-118-023-1058 | 11,055 |
| 1076. | 17-16-118-023-1059 | 10,018 |
| 1077. | 17-16-118-023-1060 | 12,563 |
| 1078 | 17-16-118-023-1061 | 11,055 |
| 1079. | 17-16-118-023-1062 | 9,007 |
| 1080. | 17-16-118-023-1063 | 7,172 |
| 1081. | 17-16-118-023-1064 | 6,647 |
| 1082. | 17-16-118-023-1065 | 6,667 |
| 1083. | 17-16-118-023-1066 | 10,018 |
| 1084 | 17-16-118-023-1067 | 12,563 |
| 1085 | 17-16-118-023-1068 | 7,000 |
| 1086. | 17-16-118-023-1069 | 7,299 |
| 1087. | 17-16-118-023-1070 | 7,299 |
| 1088. | 17-16-118-023-1071 | 7,299 |
| 1089. | 17-16-118-023-1072 | 7,299 |
| 1090. | 17-16-118-023-1073 | 7,299 |
| 1091. | 17-16-118-023-1074 | 7,199 |
| 1092. | 17-16-118-023-1075 | 11,599 |
| 1093. | 17-16-118-023-1076 | 1,033 |
| 1094. | 17-16-118-023-1077 | 1,033 |
| 1095. | 17-16-118-023-1078 | 1,033 |
| 1096. | 17-16-118-023-1079 | 1,033 |
| 1097. | 17-16-118-023-1080 | 1,033 |
| 1098. | 17-16-118-023-1081 | 1,033 |
| 1099. | 17-16-118-023-1082 | 1,033 |
| 1100. | 17-16-118-023-1083 | 1,033 |
| 1101. | 17-16-118-023-1084 | 1,033 |
| 1102. | 17-16-118-023-1085 | 1,033 |
| 1103 | 17-16-118-023-1086 | 1,033 |
| 1104. | 17-16-118-023-1087 | 1,033 |
| 1105. | 17-16-118-023-1088 | 1,033 |
| 1106. | 17-16-118-023-1089 | 1,033 |
| 1107. | 17-16-118-023-1090 | 1,033 |
| 1108. | 17-16-118-023-1091 | 1,033 |
| 1109. | 17-16-118-023-1092 | 1,033 |
| 1110. | 17-16-118-023-1093 | 1,033 |
| 1111. | 17-16-118-023-1094 | 1,033 |
| 1112. | 17-16-118-023-1095 | 1,033 |
| 1113. | 17-16-118-023-1096 | 1,033 |
| 1114. | 17-16-118-023-1097 | 1,033 |
| 1115. | 17-16-118-023-1098 | 1,033 |
| 1116. | 17-16-118-023-1099 | 1,033 |
| 1117. | 17-16-118-023-1100 | 1,033 |
| 1118. | 17-16-118-023-1101 | 1,033 |
| 1119. | 17-16-118-023-1102 | 1,033 |
| 1120. | 17-16-118-023-1103 | 1,033 |
| 1121. | 17-16-118-023-1104 | 1,033 |
| 1122. | 17-16-118-023-1105 | 1,033 |
| 1123. | 17-16-118-023-1106 | 1,033 |
| 1124. | 17-16-118-023-1107 | 1,033 |
| 1125. | 17-16-118-023-1108 | 1,033 |
| 1126. | 17-16-118-023-1109 | 1,033 |
| 1127. | 17-16-118-023-1110 | 1,033 |
| 1128. | 17-16-118-023-1111 | 1,033 |
| 1129. | 17-16-118-023-1112 | 1,033 |
| 1130. | 17-16-118-023-1113 | 1,033 |
| 1131. | 17-16-118-023-1114 | 1,033 |
| 1132. | 17-16-118-023-1115 | 1,033 |
| 1133 | 17-16-118-023-1116 | 1,033 |
| 1134 | 17-16-118-023-1117 | 1,033 |
| 1135. | 17-16-118-023-1118 | 1,033 |
| 1136. | 17-16-118-023-1119 | 1,033 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 1137. | 17-16-118-023-1120 | 1,033 |
| 1138. | 17-16-118-023-1121 | 1,033 |
| 1139. | 17-16-118-023-1122 | 1,033 |
| 1140. | 17-16-118-023-1123 | 1,033 |
| 1141. | 17-16-118-023-1124 | 1,033 |
| 1142. | 17-16-118-023-1125 | 1,033 |
| 1143. | 17-16-118-023-1126 | 1,033 |
| 1144. | 17-16-118-023-1127 | 1,033 |
| 1145. | 17-16-118-023-1128 | 1,033 |
| 1146. | 17-16-118-023-1129 | 1,033 |
| 1147. | 17-16-118-023-1130 | 1,033 |
| 1148. | 17-16-118-023-1131 | 1,033 |
| 1149. | 17-16-118-023-1132 | 1,033 |
| 1150. | 17-16-118-023-1133 | 1,033 |
| 1151. | 17-16-118-023-1134 | 1,033 |
| 1152. | 17-16-118-023-1135 | 1,033 |
| 1153. | 17-16-118-023-1136 | 1,033 |
| 1154. | 17-16-118-023-1137 | 1,033 |
| 1155. | 17-16-118-023-1138 | 1,033 |
| 1156. | 17-16-118-023-1139 | 1,033 |
| 1157. | 17-16-118-023-1140 | 1,033 |
| 1158. | 17-16-118-023-1141 | 1,033 |
| 1159. | 17-16-118-023-1142 | 1,033 |
| 1160. | 17-16-118-023-1143 | 1,033 |
| 1161. | 17-16-118-023-1144 | 1,033 |
| 1162. | 17-16-118-023-1145 | 1,033 |
| 1163. | 17-16-118-023-1146 | 1,033 |
| 1164. | 17-16-118-023-1147 | 1,033 |
| 1165. | 17-16-118-023-1148 | 1,033 |
| 1166. | 17-16-118-023-1149 | 1,033 |
| 1167. | 17-16-118-023-1150 | 1,033 |
| 1168. | 17-16-118-023-1151 | 1,033 |
| 1169. | 17-16-118-023-1152 | 1,033 |
| 1170. | 17-16-118-023-1153 | 1,033 |
| 1171. | 17-16-118-023-1154 | 1,033 |
| 1172. | 17-16-118-023-1155 | 1,033 |
| 1173. | 17-16-118-023-1156 | 1,032 |
| 1174. | 17-16-118-023-1157 | 1,032 |
| 1175. | 17-16-118-023-1158 | 1,032 |
| 1176. | 17-16-118-023-1159 | 1,032 |
| 1177. | 17-16-118-023-1160 | 1,032 |
| 1178 | 17-16-118-023-1161 | 1,032 |
| 1179. | 17-16-118-023-1162 | 1,032 |
| 1180. | 17-16-118-023-1163 | 1,032 |
| 1181. | 17-16-118-023-1164 | 1,032 |
| 1182. | 17-16-118-023-1165 | 1,032 |
| 1183. | 17-16-118-023-1166 | 1,032 |
| 1184. | 17-16-118-023-1167 | 1,032 |
| 1185. | 17-16-118-023-1168 | 1,032 |
| 1186. | 17-16-118-023-1169 | 1,032 |
| 1187. | 17-16-118-023-1170 | 1,033 |
| 1188. | 17-16-118-023-1171 | 1,033 |
| 1189. | 17-16-118-023-1172 | 1,033 |
| 1190. | 17-16-118-023-1173 | 1,033 |
| 1191. | 17-16-118-023-1174 | 1,033 |
| 1192. | 17-16-118-023-1175 | 1,033 |
| 1193. | 17-16-118-023-1176 | 1,033 |
| 1194. | 17-16-118-023-1177 | 1,033 |
| 1195. | 17-16-118-023-1178 | 1,033 |
| 1196. | 17-16-118-023-1179 | 1,033 |
| 1197. | 17-16-118-023-1180 | 1,033 |
| 1198. | 17-16-118-023-1181 | 1,033 |
| 1199. | 17-16-118-023-1182 | 1,041 |
| 1200. | 17-16-118-024-0000 | 112,746 |
| 1201. | 17-16-118-025-0000 | 62,547 |
| 1202. | 17-16-118-026-0000 | 245,871 |
| 1203. | 17-16-118-027-0000 | 7,158 |
| 1204. | 17-16-119-001-0000 | - |
| 1205. | 17-16-119-002-0000 | - |
| 1206. | 17-16-119-003-0000 | 225,377 |
| 1207. | 17-16-119-006-0000 | - |
| 1208. | 17-16-119-007-0000 | 98,862 |
| 1209. | 17-16-119-008-0000 | 128,603 |
| 1210. | 17-16-119-009-0000 | 243,157 |
| 1211. | 17-16-119-010-0000 | 104,093 |
| 1212. | 17-16-119-011-0000 | 104,073 |
| 1213. | 17-16-119-012-0000 | 160,970 |
| 1214. | 17-16-119-013-0000 | 175,587 |
| 1215. | 17-16-119-020-0000 | 142 |
| 1216. | 17-16-119-022-0000 | - |
| 1217 | 17-16-119-023-0000 | - |
| 1218. | 17-16-119-024-0000 | - |
| 1219. | 17-16-119-025-0000 | - |
| 1220. | 17-16-119-026-0000 | - |
| 1221. | 17-16-119-027-0000 | - |
| 1222. | 17-16-119-028-0000 | - |
| 1223. | 17-16-119-029-0000 | - |
| 1224. | 17-16-119-030-0000 | 2 |
| 1225. | 17-16-119-032-0000 | 2 |
| 1226. | 17-16-119-034-0000 | 2 |
| 1227. | 17-16-119-036-0000 | 2 |
| 1228. | 17-16-119-038-0000 | 2 |
| 1229. | 17-16-119-040-0000 | 2 |
| 1230. | 17-16-119-041-0000 | - |
| 1231. | 17-16-119-042-0000 | - |
| 1232 | 17-16-119-043-0000 | - |
| 1233. | 17-16-119-044-0000 | - |
| 1234. | 17-16-119-045-0000 | - |
| 1235. | 17-16-119-046-0000 | - |
| 1236. | 17-16-119-047-0000 | - |
| 1237 | 17-16-119-048-0000 | 2 |
| 1238. | 17-16-119-049-0000 | - |
| 1239. | 17-16-119-050-0000 | 2 |
| 1240. | 17-16-119-052-0000 | 4 |

**AMENDED EXHIBIT III.**
**ESTIMATED EQUALIZED ASSESSED VALUATION BY TAX PARCEL**

| | PIN | 1997 EAV |
|---|---|---|
| 1241. | 17-16-119-053-0000 | - |
| 1242. | 17-16-119-054-0000 | 4 |
| 1243. | 17-16-119-055-0000 | 4 |
| 1244. | 17-16-119-056-0000 | 4 |
| 1245 | 17-16-119-057-0000 | 4 |
| 1246. | 17-16-119-058-0000 | 4 |
| 1247. | 17-16-119-059-0000 | 4 |
| 1248. | 17-16-119-060-0000 | 4 |
| 1249. | 17-16-119-061-0000 | 4 |
| 1250. | 17-16-119-062-8001 | - |
| 1251. | 17-16-119-062-8015 | - |
| 1252. | 17-16-119-062-8019 | - |
| 1253. | 17-16-119-062-8022 | - |
| 1254. | 17-16-119-062-8024 | - |
| 1255. | 17-16-119-062-8028 | - |
| 1256. | 17-16-119-063-0000 | 21,172 |
| 1257. | 17-16-119-064-0000 | 36,971 |
| 1258. | 17-16-119-066-0000 | 76 529 |
| 1259. | 17-16-119-067-1001 | 176,170 |
| 1260. | 17-16-119-067-1002 | 176,170 |
| 1261. | 17-16-119-067-1003 | 176,170 |
| 1262. | 17-16-119-067-1004 | 176,180 |
| 1263. | 17-16-119-067-1005 | 176,180 |
| 1264. | 17-16-119-067-1006 | 176,179 |
| 1265. | 17-16-119-068-0000 | 156,746 |
| 1266. | 17-16-119-069-0000 | 119,747 |
| 1267. | 17-16-120-009-0000 | 1,170,972 |
| 1268. | 17-16-120-010-0000 | - |
| 1269. | 17-16-120-011-0000 | 11 634 |
| 1270. | 17-16-122-034-0000 | - |
| 1271. | 17-16-122-035-0000 | - |
| 1272. | 17-16-122-044-0000 | - |
| 1273. | 17-16-122-045-0000 | - |
| 1274. | 17-16-122-046-0000 | - |
| 1275. | 17-16-125-006-8001 | - |
| 1276. | 17-16-125-006-8002 | 8,299 |
| 1277. | 17-16-126-001-0000 | 1,956,679 |
| 1278. | 17-16-126-011-0000 | - |
| 1279. | 17-16-126-013-0000 | 2,024,318 |
| 1280. | 17-16-126-015-8001 | - |
| 1281. | 17-16-126-015-8002 | 16,048 |
| 1282. | 17-16-129-012-0000 | 97,986 |
| 1283. | 17-16-129-013-0000 | 97,986 |
| 1284. | 17-16-129-014-0000 | 97,986 |
| 1285. | 17-16-129-015-0000 | 97,986 |
| 1286. | 17-16-129-016-0000 | 115,340 |
| 1287. | 17-16-129-017-0000 | 118,778 |
| 1288. | 17-16-129-018-0000 | 118,778 |
| 1289. | 17-16-129-019-0000 | 49,996 |
| 1290. | 17-16-129-020-0000 | 48,733 |
| 1291. | 17-16-129-021-0000 | 48,733 |
| 1292. | 17-16-129-022-0000 | 57,786 |
| 1293. | 17-16-129-023-0000 | 48,733 |
| 1294. | 17-16-129-024-0000 | 115,381 |
| 1295. | 17-16-129-048-0000 | - |
| 1296. | 17-16-129-049-0000 | 99,778 |
| 1297. | 17-16-129-057-0000 | - |
| 1298. | 17-16-129-059-0000 | - |
| 1299. | 17-16-129-061-0000 | - |
| 1300. | 17-16-129-063-0000 | - |
| 1301. | 17-16-129-067-0000 | - |
| 1302. | 17-16-129-069-0000 | - |
| 1303. | 17-16-129-072-0000 | - |
| 1304. | 17-16-129-074-0000 | - |
| 1305. | 17-16-129-076-0000 | - |
| 1306. | 17-16-129-079-0000 | - |
| 1307. | 17-16-129-081-0000 | 1,084,380 |
| 1308. | 17-16-129-082-8001 | - |
| 1309. | 17-16-129-082-8002 | 8,733 |
| 1310. | 17-16-129-083-8001 | - |
| 1311. | 17-16-129-083-8002 | 8,733 |
| 1312. | 17-16-129-084-8001 | - |
| 1313. | 17-16-129-084-8002 | 10,353 |
| 1314 | 17-16-129-085-8001 | - |
| 1315. | 17-16-129-085-8002 | 10,353 |
| 1316. | 17-16-129-087-0000 | 2,421,984 |
| 1317. | 17-16-130-001-0000 | - |
| 1318. | 17-16-130-006-0000 | - |
| 1319. | 17-16-130-008-0000 | - |
| 1320. | 17-16-130-009-0000 | - |
| 1321. | 17-16-130-010-0000 | - |
| **Base EAV - Original Area** | | **36,872,487** |
| **BASE EAV – AMENDED AREA** | | **43,643,929** |

*Amended Exhibit V.*
(To Canal/Congress Tax Increment Financing Redevelopment Project And Plan Amendment Number 1)

*Canal/Congress Added Area Tax Increment Financing Eligibility Study.*

## INTRODUCTION

On November 12, 1998, the Chicago City Council adopted the Canal/Congress Tax Increment Financing Redevelopment Plan and Project ("Redevelopment Plan"). The Redevelopment Plan encompasses an irregularly shaped area generally bounded on the north by Madison, Monroe and Adams Streets, on the south by Ida B. Wells Drive (formerly Congress Parkway) and Harrison Street, on the east by Clinton and Canal streets and the South Branch of the Chicago River, and on the west by the Kennedy Expressway and Desplaines Street (the "Original Area"). As of 2025, the Redevelopment Plan has helped fund multiple major infrastructure improvements and enabled several private developments. Infrastructure improvements include street resurfacing, water/sewer upgrades, installation of bike lanes and Divvy bike rental stations, and multiple improvements (continuing today) to Union Station Transit Center. These improvements have impacted all of the following streets within the boundaries of the Original Area: Canal, Clinton, Jefferson, Desplaines, Adams, Jackson, Van Buren, Ida B. Wells Drive, and Harrison. Private developments assisted by the Redevelopment Plan include the Old Main Post Office redevelopment as well as redevelopment of 550 W. Adams, 550 West Jackson, Quaker Oats office building, Sara Lee Headquarters office building, and a conversion of a portion of office space into a large fitness center. Nonetheless, there are still ongoing infrastructure and development potential needs in the Original Area and the surrounding areas. Additionally, the COVID-19 pandemic slowed construction projects, negatively impacted the real estate market, particularly office properties, and disrupted economic development throughout the city.

The owner of the existing Greyhound Bus Station, which occupies the entire block bounded by Harrison Street on the south, Congress Parkway Service Street on the north, Desplaines Street on the west, and Jefferson Street on the east, plans to sell the property and discontinue all bus operations as part of the company's business realignment. The existing intercity bus services are heavily utilized by Chicagoans and tourists, and the station is centrally located, five blocks from Union Station, one block from a Chicago Transit Authority ("CTA") Blue Line, and one to two blocks of multiple CTA bus route stops. In recognition of this important transit asset, the City plans to acquire the station and preserve the option for its continued use as an intercity bus station. In order to ensure sufficient funding for redevelopment of the site, prevent negative impacts of the site's neglect, and support continued economic development, the City has proposed an amendment to the Redevelopment Plan to expand the boundaries to include this block and amend the redevelopment project costs.

In order to consider an amendment to the Redevelopment Plan in which the Original Area would be expanded, Johnson Research Group, Inc. ("JRG") and its subconsultant, Gutierrez and Associates (collectively, the "Consultant") were engaged to determine whether a rectangular shaped area of approximately 3.4 acres of land located in the Near West Side of the City of Chicago (the "City") and adjacent to the Original Area on the south qualifies for designation as a redevelopment project area based on findings for a "conservation area," and/or a "blighted area" within the requirements set forth in the Tax Increment Allocation Redevelopment Act (the "Act"). The Act is found in Illinois Compiled Statutes, Chapter 65, Act 5, Section 11-74.4-1 *et. seq.* as amended.

The expanded area examined in this report is generally bounded by Harrison Street on the south, Ida B. Wells Drive on the north, Desplaines Street on the west, and Jefferson Street on the east (the "Added Area"). The eligibility findings for the Added Area are documented and summarized in this document entitled the Canal/Congress Added Area Tax Increment Financing Eligibility Study (the "Added Area Eligibility Study"). This document constitutes a supplement to the Redevelopment Plan, as amended, (the "Amended Plan") and is an eligibility analysis for the Added Area only. The findings in this document do not change the findings or determination for the original Canal/Congress TIF Redevelopment Project Area (the "Original Project Area"). The

boundaries of the Added Area are shown on *Figure 1 Added Area Boundary.*

The findings and conclusions presented in this report are based on surveys, documentation, and analyses conducted by Johnson Research Group ("JRG" or the "Consultant") for the Added Area. This Added Area Eligibility Study summarizes the analyses and findings of JRG's work, which is the responsibility of JRG. JRG has prepared this Added Area Eligibility Study with the understanding that the City would rely (i) on the findings and conclusions of this Added Area Eligibility Study in proceeding with the designation of the Added Area as a redevelopment project area under the Act, and (ii) on the fact that JRG has obtained the necessary information to conclude that the Added Area can be designated as a redevelopment project area in compliance with the Act.

***The Added Area***

The Added Area is located on the western edge of the central business district of the City and on the southern edge of the area known as the West Loop. The Added Area encompasses one physical block bounded by four streets and includes the adjacent street rights-of-way of Desplaines, Harrison, and Jefferson streets with total land area of 3.4 acres.

The Added Area is improved with one building operating as the Greyhound Bus Station. The building is situated on two tax parcels within two partial tax blocks. Adjacent properties are mixed-use, with residential buildings on the east, a large self-storage building on the south, a Circuit Court building to the southeast, and the I-90/I-94/Ida B. Wells interchange north and west of the Added Area. Existing land uses in the Added Area are illustrated in *Figure 2. Existing Land Use.*

The Added Area is physically characterized by a two-story bus station building, constructed of concrete and steel in 1988, with multiple bus bays on the east and west sides of the building, and employee parking spaces on the north side of the building. The station fully utilizes the site and is somewhat crowded and hectic on busy days, as it has been the only intercity bus station in Chicago.

Although the facility serves intercity bus travelers every day, significant portions of the interior of the station are closed off, underutilized and in need of repair. The owner's business income appears insufficient to justify proper maintenance of the facility, as evidenced by missing ceiling tiles, damaged glass doors and windows, and multiple interior features that have not been modernized or maintained (including a closed food service area, elimination of package express services, and a reduced baggage area). The building engineer reports that there are issues with bathroom walls (softening/saturation from cleaning process) and plumbing (bathroom urinals frequently overflowing), roof gutters frequently overflowing, and out-of-plumb glass walls/doors from shifts caused by multi-year, heavy construction work on the adjacent highway interchange. Other issues include frequent vandalism and a non-functioning air curtain system, and frequent damage to the public street due to the transition of heavy buses from the station's concrete apron to the street.

***Summary of Added Area Eligibility***

For TIF designation, an improved redevelopment project area must qualify for classification as a conservation area, a blighted area, or a combination of both blighted and conservation areas as set forth in the Act. Surveys and analyses documented in this report indicate that the Added Area is eligible as a conservation area within the requirements of the Act.

The Added Area qualifies as a conservation area under the improved property criteria as set forth in the Act. Specifically,

- One hundred percent (100%) of the buildings are 35 years of age or older;
- Four (4) conservation area factors are present to a meaningful extent and reasonably distributed throughout the Added Area. These include

    1. Deterioration
    2. Obsolescence
    3. Inadequate Utilities
    4. Declining or Lagging Equalized Assessed Valuation ("EAV")

Finally, the Added Area includes only real property and improvements that would be substantially benefited from the proposed redevelopment project improvements.

## I. BASIS FOR REDEVELOPMENT

The Illinois General Assembly made these key findings in adopting the Act:

1. That there exist in many municipalities within the state blighted and conservation areas;
2. That as a result of the existence of blighted areas and areas requiring conservation, there is an excessive and disproportionate expenditure of public funds, inadequate public and private investment, unmarketability of property, growth in delinquencies and crime, and housing and zoning law violations in such areas together with an abnormal exodus of families and businesses so that the decline of these areas impairs the value of private investments and threatens the sound growth and the tax base of taxing districts in such areas, and threatens the health, safety, morals, and welfare of the public; and
3. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these requirements is that the municipality must demonstrate that a prospective redevelopment project area qualifies either as a blighted area or as a conservation area within the definitions for each set forth in the Act (Section 11-74.4-3).

Blighted areas are defined as: 1) any improved area in which buildings or improvements are detrimental to the public safety, health or welfare because of a combination of 5 or more of the thirteen (13) improved area eligibility factors set forth in the Act; and 2) any vacant area in which its sound growth is impaired by the presence of either of two sets of vacant area eligibility criteria set forth in the Act.

Conservation areas are defined in the Act as any improved area in which 50% or more the structures have an age of 35 years or more and the improved area exhibits the presence of a combination of 3 or more of the thirteen (13) improved area eligibility factors set forth in the Act. Such an area is not yet a blighted area but because of a combination of 3 or more such factors is detrimental to the public safety, health or welfare and such an area may become a blighted area.

***Improved Area Eligibility Criteria***

Section 11-74.4.3 of the Act defines the thirteen (13) eligibility factors for improved areas. To support a designation as a blighted or conservation area, each qualifying factor must be: (i) present to a meaningful extent and that presence documented so that the City may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the Added Area.

1. Dilapidation
2. Obsolescence
3. Deterioration
4. Presence of structures below minimum code standards
5. Illegal use of individual structures
6. Excessive vacancies
7. Lack of ventilation, light, or sanitary facilities
8. Inadequate utilities
9. Excessive land coverage and overcrowding of structures and community facilities
10. Deleterious land use or layout
11. Lack of community planning
12. Environmental remediation costs have been incurred or are required
13. Declining or lagging rate of growth of total EAV

The test of eligibility is based on the conditions of the area as a whole; it is not required that eligibility be established for each and every property in the Added Area.

## II. ELIGIBILITY SURVEY AND ANALYSIS

An analysis was made of each of the factors listed in the Act for conservation areas and blighted areas to determine whether each or any factors are present in the Added Area, and if so, to what extent and in what locations. Surveys and analyses conducted by JRG included:

1. Exterior and interior survey of the condition and use of the Greyhound Bus Station building and site;
2. Interview with Greyhound Bus Station on-site building engineer;
3. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences, and general property maintenance;
4. Analysis of the existing uses within the Added Area and their relationships to the surroundings;
5. Comparison of current land use to current zoning ordinance and current zoning map;
6. Analysis of original platting and current parcel size and layout;
7. Analysis of building floor area and site coverage;
8. Review of previously prepared plans, studies and data;
9. Analysis of City of Chicago building permit data for the period from 2005 through 2025 and building code violation data for the same period ;
10. Analysis of storm, sanitary sewer lines and water supply lines within the Added Area via existing infrastructure maps provided by the City of Chicago's Department of Water Management;
11. Analysis of Cook County Assessor records for assessed valuations and equalization factors for tax parcels in the Added Area for assessment years 2018 to 2024; and
12. Review of Cook County Treasurer property tax payment records for collection years 2021 to 2024.

A statement of findings is presented for each factor listed in the Act. The conditions that exist and the relative extent to which each factor is present are described below.

A factor noted as "**not present**" indicates either that no information was available or that no evidence could be documented as part of the various surveys and analyses. A factor noted as present to a limited extent indicates that conditions exist that document that the factor is present, but that the distribution or impact of the condition is limited. Finally, a factor noted as present to a meaningful extent indicates that conditions exist which document that the factor is present throughout major portions of the Added Area and that the presence of such conditions have a major adverse impact or influence on adjacent and nearby development.

## III. IMPROVED AREA ELIGIBILITY FACTORS

The following is a summary evaluation of the eligibility factors for the Added Area presented in the order in which they appear in the Act.

**Age**

Age is a primary and threshold criterion in determining an area's qualification for designation as a conservation area. For consideration of eligibility as a conservation area, at least 50% of the buildings in the area must be at least 35 years old. Age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures over an extended period of years. Since building deterioration and related structural problems can be a function of time and climate, structures which are 35 years or older typically exhibit more problems and require greater maintenance than more recently constructed buildings.

The only building within the Added Area is 38 years old, so one hundred percent (100%) of Added Area buildings are 35 years of age or more.

***Conclusion:*** ***The Added Area meets the required age test for designation as a conservation area. One hundred percent (100%) of the buildings within the Added Area exceed 35 years in age.***

**A. Dilapidation**

*Section 11-74.4-3 of the Act defines Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.*

This section summarizes the process used for assessing building conditions in the Added Area, the standards and criteria used for evaluation, and the findings as to the existence of dilapidation or deterioration of structures. The building condition analysis is based on a thorough exterior and interior inspection of the building and site conducted in November 2025, and an interview with the Greyhound Bus Station on-site building engineer, also in November 2025. No structural deficiencies in major building components were noted during the inspection.

*Building Components Evaluated*
During the field survey, each component of the building in the Added Area was examined to determine whether it was in sound condition or had minor, major, or critical defects. Building components examined were of two types:

Primary Structural
These include the basic elements of any building: foundation walls, load-bearing walls and columns, floors, roof and roof structure.

Secondary Components
These are components generally added to the primary structural components and are necessary parts of the building, including exterior and interior stairs, windows and window units, doors and door units, interior walls, porches and steps, chimneys, canopies, and gutters and downspouts.

Criteria for Classifying Defects for Building Components
Each primary and secondary component was evaluated separately as a basis for determining the overall condition of individual buildings. This evaluation considered the relative importance of specific components within a building and the effect that deficiencies in components will have on the remainder of the building.

*Building Component Classifications*
The four categories used in classifying building components and systems and the criteria used in evaluating structural deficiencies are described below:

Sound
Building components that contain no defects, are adequately maintained, and require no treatment outside of normal ongoing maintenance.

Deficient - Requiring Minor Repair
Building components containing defects (loose or missing material or holes and cracks over a limited area) which often may be corrected through the course of normal maintenance. Minor defects have no real effect on either primary or secondary components and the correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated components. Minor defects are not considered in rating a building as structurally substandard.

Deficient - Requiring Major Repair
Building components which contain major defects over a widespread area and would be difficult to correct through normal maintenance. Buildings in the major deficient category would require replacement or rebuilding of components by people skilled in the building trades.

Critical
Building components that contain major defects (bowing, sagging, or settling to any or all exterior components causing the structure to be out-of-plumb, or broken, loose or missing material and deterioration over a widespread area) so extensive that the cost of repair would be excessive.

*Final Building Rating*
After completion of the exterior-interior building condition survey, each structure was placed in one of four categories based on the combination of defects found in various primary and secondary building components. Each final rating is described below:

Sound
Sound buildings can be kept in standard condition with normal maintenance. Buildings so classified have no minor defects.

Deficient
Deficient buildings contain defects that collectively are not easily correctable and cannot be accomplished in the course of normal maintenance. The classification of major or minor reflects the degree or extent of defects found during the survey of the building.

*Minor* – one or more minor defect, but no major defect.

*Major* -- one or more major defects in one of the primary components or in the combined secondary components, but no critical defect.

Substandard
Structurally substandard buildings contain defects that are so serious and so extensive that the building must be removed or major components substantially repaired and/or replaced. Buildings classified as structurally substandard have two or more major defects.

"Minor deficient" and "major deficient" buildings in this analysis correspond to "deteriorating" buildings as referenced in the Act; "substandard" buildings correspond to "dilapidated" buildings. The words "building" and "structure" are used interchangeably.

*Exterior Survey*

The condition of the building within the Added Area was determined based on observable components and the interview with the Greyhound Bus Station building engineer. JRG conducted an exterior and interior survey of the Greyhound Bus Station building to determine its condition. Although the Greyhound Bus Station building shows extensive interior and exterior deterioration, it does not exhibit any critical structural defects and is not considered dilapidated.

***Conclusion: No Presence of Factor. Dilapidation (structurally substandard buildings) as a factor is not present in the Added Area.***

**B. Obsolescence**

*Section 11-74.4-3 of the Act defines Obsolescence: The condition or process of falling into disuse. Structures have become ill suited for the original use.*

In making findings with respect to buildings, it is important to distinguish between *functional obsolescence*, which relates to the physical utility of a structure, and *economic obsolescence*, which relates to a property's ability to compete in the marketplace.

Functional Obsolescence
Historically, structures have been built for specific uses or purposes. The design, location, height, and space arrangement are intended for a specific occupant at a given time. Buildings become obsolete when they contain characteristics or deficiencies which limit their use and marketability after the original use ceases. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor design or layout, the improper orientation of the building on its site, etc., which detracts from the overall usefulness or desirability of a property.

Economic Obsolescence
Economic obsolescence is normally a result of adverse conditions which cause some degree of market rejection and, hence, depreciation in market values.

If functionally obsolete properties are not periodically improved or rehabilitated, or economically obsolete properties are not converted to higher and better uses, the income and value of the property erodes over time. This value erosion leads to deferred maintenance, deterioration, and excessive vacancies. These manifestations of obsolescence then begin to have an overall blighting influence on surrounding properties and detract from the economic vitality of the overall area.

Factors of obsolescence may include inadequate utility capacities, outdated building designs, etc.

Obsolescence as a factor should be based upon the documented presence and reasonable distribution of buildings and site improvements evidencing such obsolescence.

***Obsolete Building Types***

Obsolete buildings contain characteristics or deficiencies that limit their long-term sound use or reuse. Obsolescence in such buildings is typically difficult and expensive to correct. Obsolete building types have an adverse effect on nearby and surrounding development and detract from the physical, functional and economic vitality of the area.

Functionally, the Greyhound building continues to operate as a functioning bus station that sees approximately 55 buses per day, serving approximately 456,000 to 557,000 passengers annually. The building engineer suggested volumes are down roughly 30% from pre-Pandemic levels, due in part to recent business decision resulting in some bus line companies choosing not to use the station, opting instead to drop lines, or utilize streetside pickups and drop-offs, which is not ideal for safety and passenger comfort.

However, the bus station building is *economically obsolete*, evidenced by the owner's inability to properly maintain significant portions of the building for many years, and the owner's plan to sell

the building instead of investing in modernization and renovation of the building. Although the facility serves intercity bus travelers daily, significant portions of the station have been closed off as the need for certain functions ceased or shrunk, including a restaurant food service/vending area, a reduced baggage handling area, and shipping/packaging service area.

The last major remodel of the public-facing areas occurred in the early 1990s and included HVAC updates and installation of a dropped ceiling system. Soon after completion, that system failed when the HVAC equipment generated excessive condensation, saturating the ceiling tiles and causing them to collapse. The ceiling tiles were removed but the suspended ceiling framework remained as a visible remnant of the failed renovation.

In addition, one HVAC unit serving back-office functions is original to the building and requires frequent repairs. In a more recent exterior maintenance effort, the lowest-cost painting option was selected, and standard paint was applied instead of a rust-inhibiting coating, resulting in rapid peeling and deterioration.

A review of building permits issued between 2007 and 2025 identified only five (5) permits for the property, all of which addressed limited improvements such as electrical work for a security system, roof replacement, and installation of compressors.

The facility's operating income appears insufficient to support proper maintenance of the facility, as reflected in persistent and unresolved deficiencies including incomplete and exposed ceiling infrastructure, damaged glass doors and windows, obsolete restroom facilities and interior features that have not been modernized or sufficiently maintained. Collectively, these conditions illustrate a pattern of deferred capital investment and reliance on temporary remedial measures resulting in conditions that support a finding of economic obsolescence.

***Conclusion: Meaningful Presence of Factor. The analysis indicates that obsolescence is meaningfully present and reasonably distributed in the Added Area.***

**C. Deterioration**

*Section 11-74.4-3 of the Act defines Deterioration: With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.*

Based on the definition given by the Act, deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

- Minor Deterioration may be evident in basically sound buildings containing minor defects, such as lack of painting, loose or missing materials, or holes and cracks over limited areas. This type of deterioration can be corrected through normal maintenance.
- Major Deterioration which is not easily correctable and cannot be accomplished in the course of normal maintenance may also be evident in buildings. Such buildings may be classified as minor deficient or major deficient buildings, depending upon the degree or extent of defects. This would include buildings with defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, etc.), and defects in primary building components (e.g., foundations, frames, roofs, etc.), respectively.

***Deterioration of Sites and Infrastructure***

As part of the survey, JRG documented site conditions of streets, sidewalks, lighting and other public infrastructure. Street conditions include broken and worn curbs with weeds poking through, street cracking all along Desplaines Street, and sidewalks that are cracked, spalling, and buckling, especially along Jefferson Street where tree/root growth is causing problems.

***Deterioration of Buildings***

The analysis of building deterioration is based on the survey methodology and criteria described in the preceding section on "Dilapidation." The bus station building is classified as minor deficient, exhibiting several deteriorating secondary components. Based on observations and an interview with the bus station on-site building engineer, the following deterioration conditions were found:

- The recent multiyear highway interchange construction caused many of the windows and doors to shift and are out of alignment, which is difficult and expensive to correct.
- Drop-down ceiling tiles were initially installed but had to be fully removed due to excessive condensation that caused them to deteriorate and crumble.
- A heating air curtain system originally installed (for winter days), has never worked properly and has not been fixed in several decades.
- Ongoing plumbing issues causes urinals to frequently overflow and has not been repaired.
- Bathroom walls, constructed of drywall instead of more water resistant, non-porous wall treatments, are becoming saturated and softer due from regular cleaning and require frequent repair.
- Crumbling and missing cornices were observed, as well as spalling of the exterior masonry.
- Gutters frequently overflow, suggesting they are in need of resizing and replacement.
- Cracked or missing downspouts and crumbling fence partitions also were noted by a City inspection in February 2025.

The condition of Deterioration is found present to a meaningful extent in the only building in the Added Area.

***Conclusion: Meaningful Presence of Factor. Building Deterioration is present to a major extent in the only building in the Added Area and is therefore meaningfully present and reasonably distributed in the Added Area.***

**D. Presence of Structures Below Minimum Code Standards**

*Section 11-74.4-3 of the Act defines the Presence of structures below minimum code standards: All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.*

As referenced in the definition above, the principal purposes of governmental codes applicable to properties are to require buildings to be constructed in such a way as to sustain safety of loads expected from the type of occupancy; to be safe for occupancy against fire and similar hazards; and/or to establish minimum standards essential for safe and sanitary inhabitation. Structures below minimum code standards are characterized by defects or deficiencies that threaten health and safety.

As part of its research, JRG reviewed City of Chicago building code violations during the period from 2005 through 2025. There were only five building code violations issued by the City to the Added Area building during this period (2010 and 2021). None were significant and all have been

addressed. Examples of violations include faulty door lock hardware and failure to post a maximum occupancy card indicating the number of people who may legally occupy such rooms and space.

***Conclusion:*** ***No Presence of Factor. The analysis indicates that Structures Below Minimum Code Standards is not present in the Added Area.***

**E. Illegal Use of Individual Structures**

*Section 11-74.4-3 of the Act defines illegal use of individual structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.*

Violation of federal, State or local laws were not evident as part of the exterior field survey conducted as part of this Added Area Eligibility Study.

***Conclusion:*** ***No Presence of Factor. No condition pertaining to illegal uses of individual structures has been documented as part of the exterior surveys and analyses undertaken within the Added Area.***

**F. Excessive Vacancies**

*Section 11-74.4-3 of the Act defines excessive vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.*

The bus station building has been occupied continuously since opening; therefore the condition of vacancies is not present in the Added Area.

***Conclusion:*** ***No Presence of Factor. Excessive vacancies as a factor is not present in the Added Area.***

**G. Lack of Ventilation, Light, or Sanitary Facilities**

*Section 11-74.4-3 of the Act defines lack of ventilation, light, or sanitary facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.*

An interior inspection of conditions was conducted to determine the presence of this factor. No such condition was found to be present in the Added Area.

***Conclusion:*** ***No Presence of Factor. No condition pertaining to a lack of ventilation, light, or sanitary facilities has been documented as part of the exterior surveys and analyses undertaken within the Added Area.***

**H. Inadequate Utilities**

*Section 11-74.4-3 of the Act defines inadequate utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.*

Existing sewer and water supply lines throughout the City were largely put in place 50 to 100 years ago, and many are undersized. These aging and/or undersized lines are obsolete by today's development standards and inadequate to accommodate new development.

Review and analysis of the City's water and sewer atlases for the pipes that serve the Added Area indicate that the existing lines have already exceeded or will soon exceed their intended life of approximately 100 years. All of the sewer lines were installed by 1873 (over 150 years old) and are made out of brick. Meanwhile the water lines along Desplaines Street are over 100 years old, along Harrison Street are 88 years old, and along Jefferson Street are 70 years old. The water lines along Desplaines and Harrison streets will need to be replaced within the remaining lifetime of the Redevelopment Plan.

***Conclusion: Meaningful Presence of Factor. Inadequate utilities as a factor impacts the entire Added Area, and is present to a meaningful extent and reasonably distributed in the Added Area.***

**I. Excessive Land Coverage & Overcrowding of Structures and Community Facilities**

*Section 11-74.4-3 of the Act defines excessive land coverage and overcrowding of structures and community facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonable required off-street parking, or inadequate provision for loading and service.*

Excessive land coverage and overcrowding of structures and community facilities is present to a limited extent in the Added Area, due to the minimal availability of off-street parking.

***Conclusion: Limited Presence of Factor. Excessive land coverage and overcrowding of structures and community facilities is not present to a meaningful extent in the Added Area.***

**J. Deleterious Land Use or Layout**

*Section 11-74.4-3 of the Act defines deleterious land use or layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.*

The existing land use of the Added Area is appropriate and compatible with surrounding land uses, so there is no documented presence of this factor.

***Conclusion: No Presence of Factor. Deleterious land use or layout has not been documented as present in the Added Area.***

**K. Lack of Community Planning**

*Section 11-74.4-3 of the Act defines lack of community planning: The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships,*

*inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.*

The City of Chicago was incorporated in 1837 and expanded in population and geography well into the 20th century. With the adoption of the Burnham Plan in 1909, the City established a pattern of streets and boulevards on a grid system with residential, commercial and confined industrial areas separated by major rail lines, commercial corridors and the parks connected by green boulevards. The Added Area building was constructed in 1988 and guided by zoning and downtown plans in existence at the time.

***Conclusion: No Presence of Factor. Lack of community planning is not present in the Added Area.***

**L. Environmental Remediation**

*Section 11-74.4-3 of the Act defines environmental remediation: The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.*

The Added Area does not contain any properties or Long-term Cleanup Sites on the United States Environmental Protection Agency's Region 5 Superfund website, nor does it contain any properties with incidents as reported on the Leaking Underground Storage Tanks ("LUST") database maintained by the Illinois Environmental Protection Agency's Leaking Incident Database.

***Conclusion: No Presence of Factor. There are no conditions in the Added Area pertaining to a need for environmental remediation, as documented in the Illinois Environmental Protection Agency's Leaking Incident Database.***

**M. Declining or Lagging Equalized Assessed Valuation**

*Section 11-74.4-3 of the Act defines declining or lagging equalized assessed valuation: The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.*

Over the period from 2019 to 2024, the growth rate of the total EAV of the Added Area has lagged the CPI in three of five years and declined in two of those years. These figures are shown below in ***Table 1. Growth of Added Area vs. Consumer Price Index and City of Chicago***.

**Table 1. Growth of Added Area vs. Consumer Price Index and City of Chicago**

| Year | Added Area EAV | Percent Change | CPI-All Urban Consumers | Percent Change | Slower than CPI Growth? | EAV of Remainder of City of Chicago | Percent Change |
|---|---|---|---|---|---|---|---|
| **2019** | 5,079,908 | | 256.974 | | | 87,811,097,409 | |
| **2020** | 5,615,424 | 10.5% | 260.474 | 1.4% | No | 89,509,353,890 | 1.9% |
| **2021** | 5,365,077 | -4.5% | 278.802 | 7.0% | Yes | 96,908,515,479 | 8.3% |
| **2022** | 5,223,924 | -2.6% | 296.797 | 6.5% | Yes | 96,885,954,775 | 0.0% |
| **2023** | 5,389,377 | 3.2% | 306.746 | 3.4% | Yes | 99,639,855,526 | 2.8% |
| **2024** | 6,771,442 | 25.6% | 315.605 | 2.9% | No | 109,808,014,865 | 10.2% |

2019 to 2024 is the most recent five year period for which data is available for the Added Area and the City.

Percent Change reflects the annual growth in EAV from the prior year (e.g. 10.5% change in Added Area EAV for Year 2020 represents the increase in EAV from 2019 to 2020).

***Conclusion:*** ***Factor is Present. The EAV of the Added Area increased at an annual rate less than the Consumer Price Index for All Urban Consumers in three of the last five years. As a result, Declining or Lagging EAV is meaningfully present and reasonably distributed in the Added Area.***

## IV. DETERMINATION OF ADDED AREA ELIGIBILITY

The Added Area meets the requirements of the Act for designation as a conservation area.

**A. Age**

The Added Area meets the threshold criteria which requires that 50% or more of buildings are 35 years of age or older. One hundred percent (100%) of the Added Area's buildings are 35 years of age or older.

**B. Conservation Area Criteria**

The meaningful presence and reasonable distribution of a minimum of three of the thirteen factors set forth in the Act are required for an Added Area to qualify for designation as a conservation area. The analysis of the Added Area found a meaningful presence and a reasonable distribution of four (4) factors throughout the Added Area, including:

1. Deterioration
2. Obsolescence
3. Inadequate Utilities
4. Declining or Lagging EAV

The summary of conservation area factors is shown in ***Figure 3. Conservation Area Factors.*** All four factors are meaningfully present in the building and block of the Added Area.

The eligibility findings presented in this report indicate that the Added Area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social well-being of the City. The Added Area contains a property and building that is advancing in obsolescence and deterioration. The water and sewer infrastructure is largely in need of comprehensive upgrades throughout the Added Area. These conservation factors, as identified and described in detail above, indicate that the Added Area as a whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without public action.

[Figures 1, 2 and 3 attached to this Exhibit V Canal/Congress Added Area Tax Increment Financing Eligibility Study printed on pages 43106 through 43108 of this *Journal*.]

*Figure 1.*
(To Exhibit V Canal/Congress Added Area Tax Increment Financing Eligibility Study)

*Added Area Boundary.*

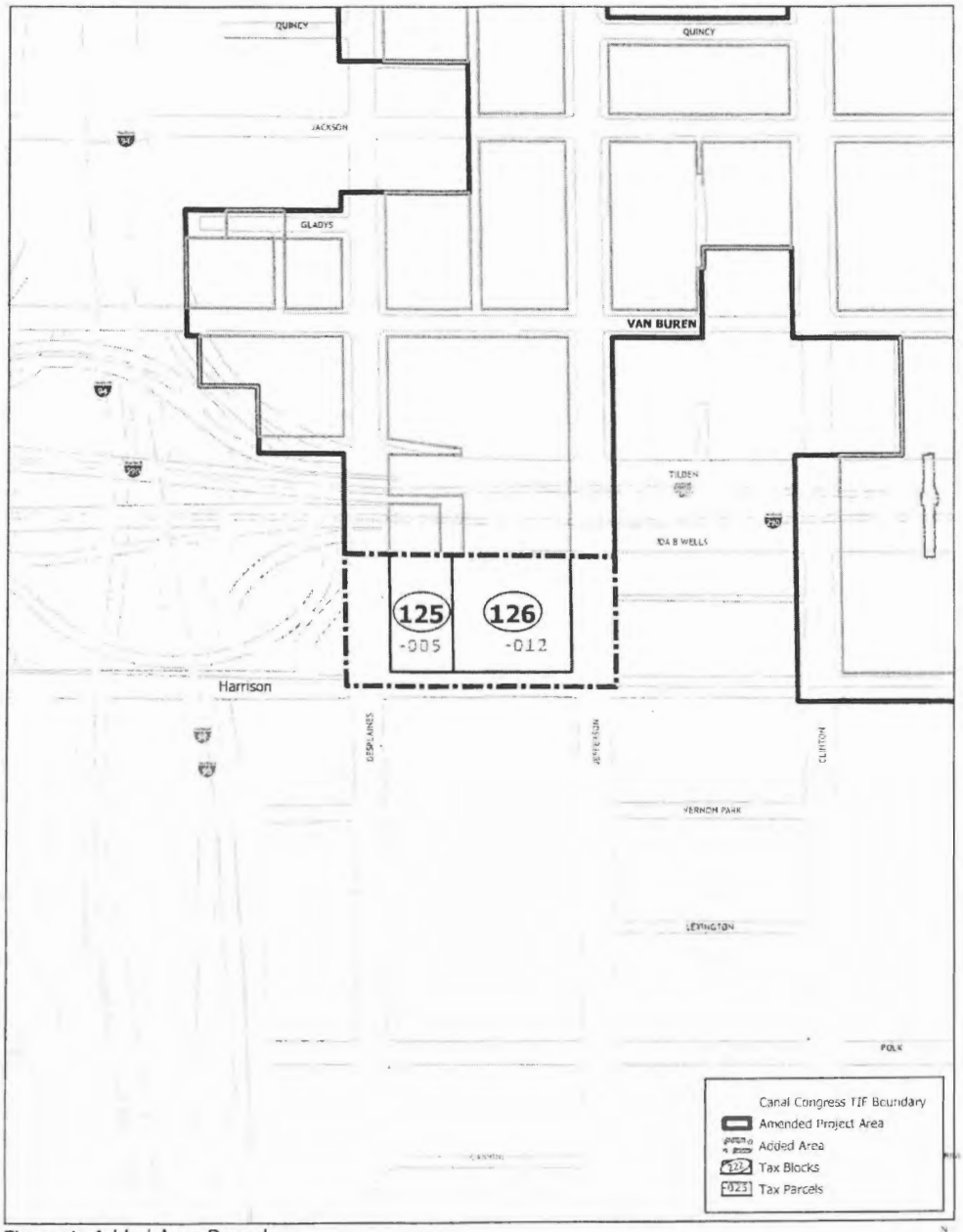


*Figure 2.*
(To Exhibit V Canal/Congress Added Area Tax Increment Financing Eligibility Study)

*Existing Land Use.*

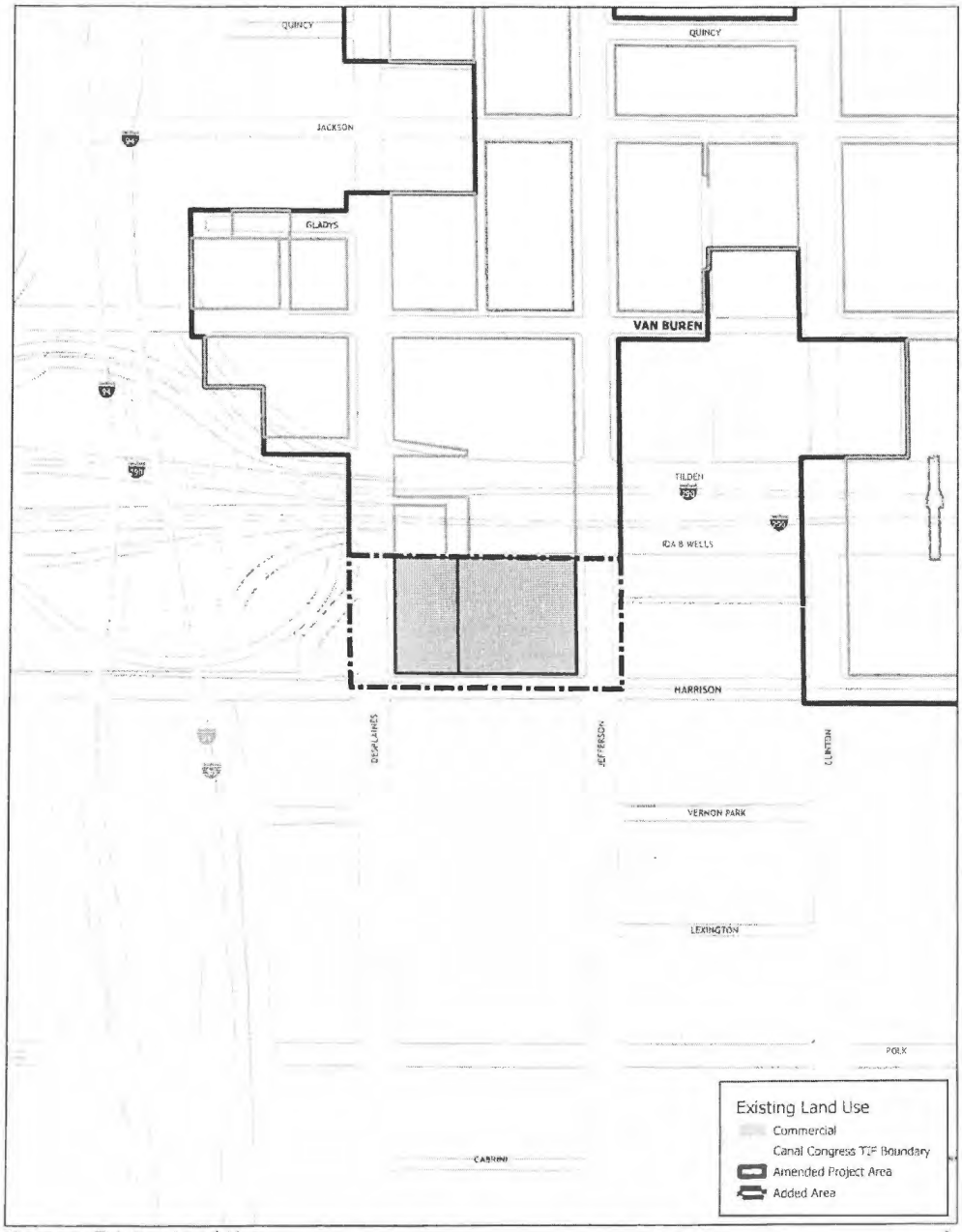



Figure 2: Existing Land Use
CANAL CONGRESS TIF AMENDMENT NO. 3
Prepared by Gutierrez/JRG 11.25

*Figure 3.*
(To Exhibit V Canal/Congress Added Area Tax Increment Financing Eligibility Study)

*Conservation Area Factors.*

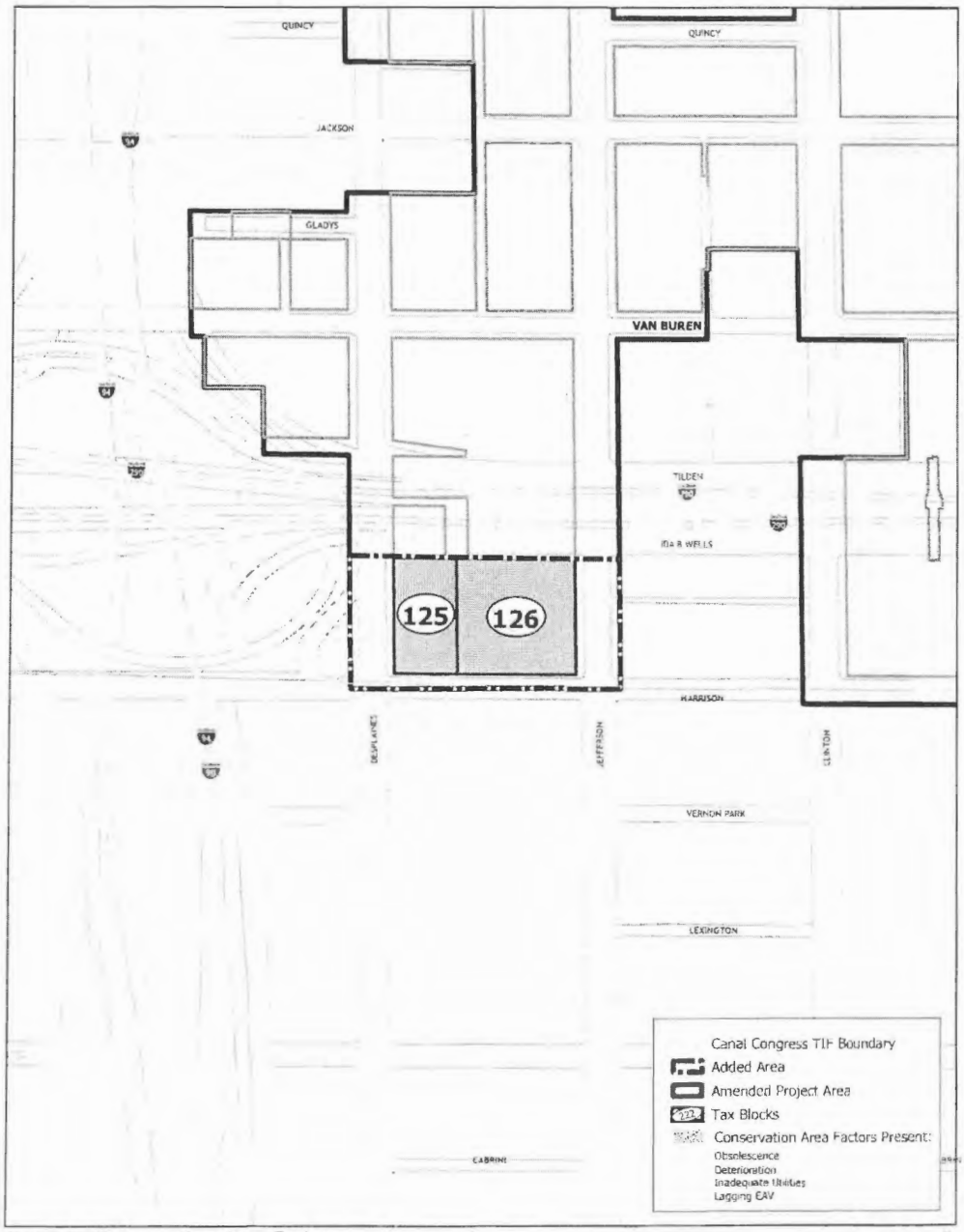


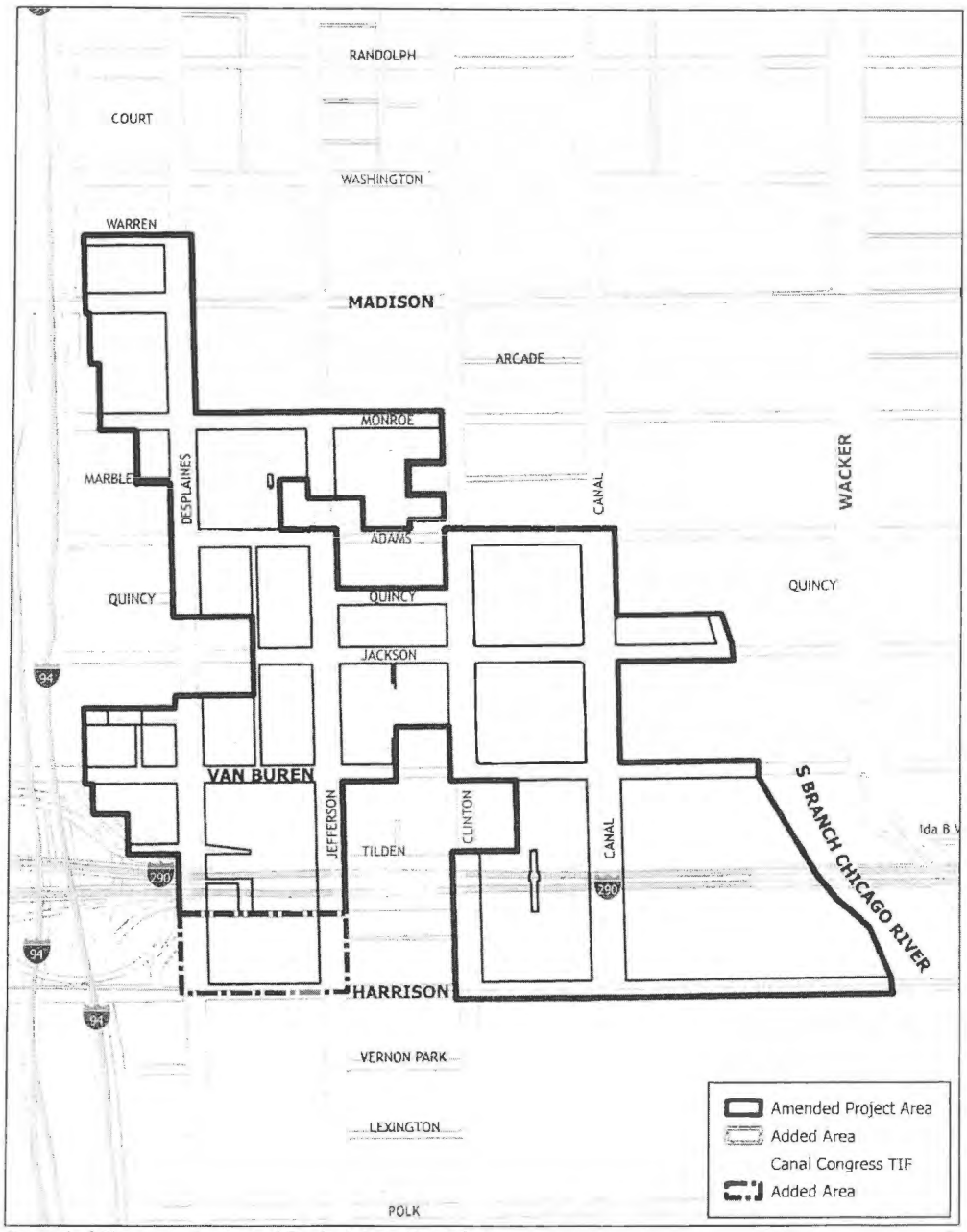

Figure 3: Conservation Area Factors

CANAL CONGRESS TIF AMENDMENT NO. 3

Prepared by Gutierrez/JRG 11.25

*Amended Figure 1.*
(To Canal/Congress Tax Increment Financing Redevelopment Project And Plan Amendment No. 3)

*Amended Project Area Boundary.*



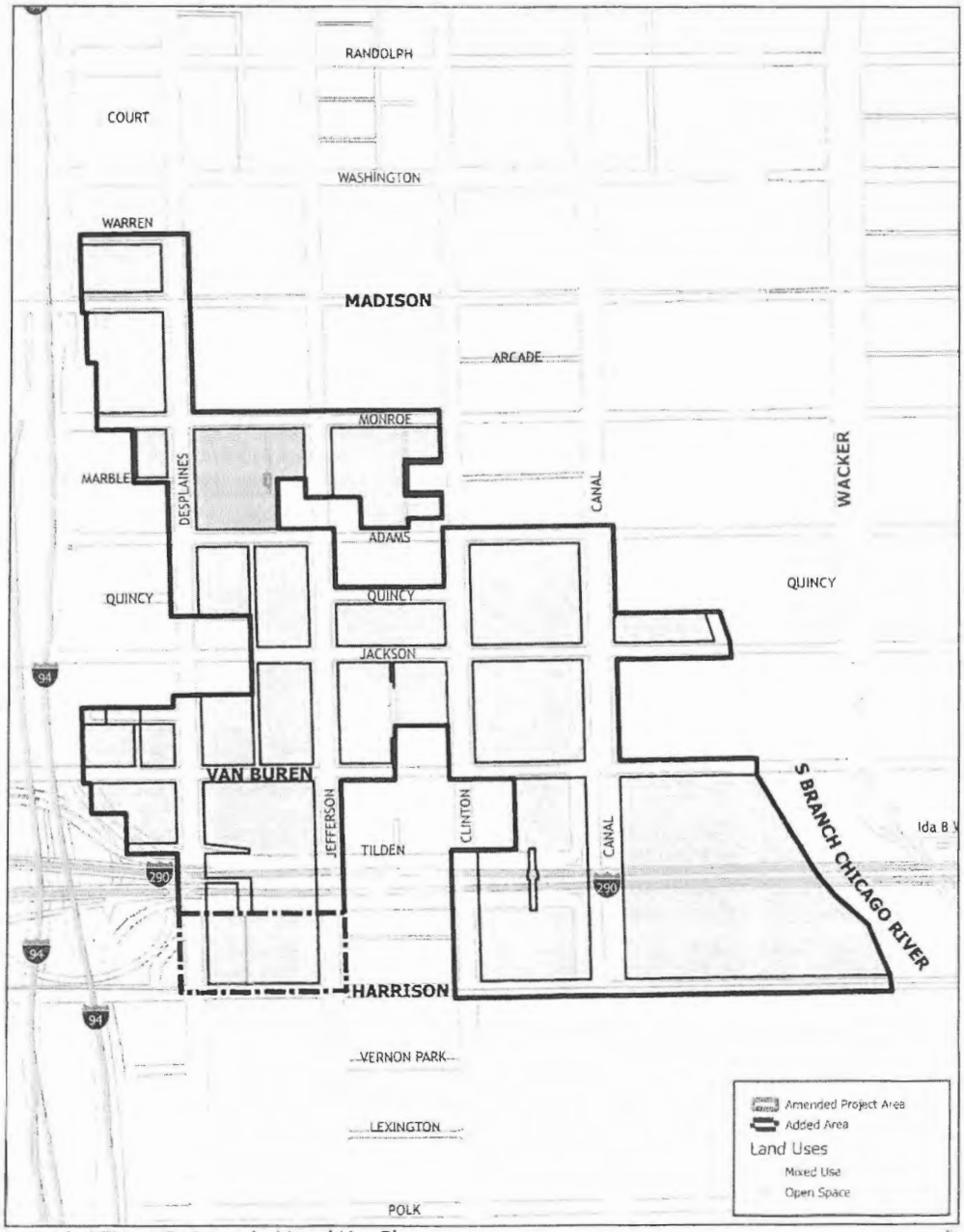

Amended Figure 1: Amended Project Area Boundary

CANAL CONGRESS TIF AMENDMENT NO. 3

Prepared by Gutierrez/JRG 11.25

*Amended Figure 2.*
(To Canal/Congress Tax Increment Financing Redevelopment Project And Plan Amendment No. 3)

*Amended Land Use Plan.*

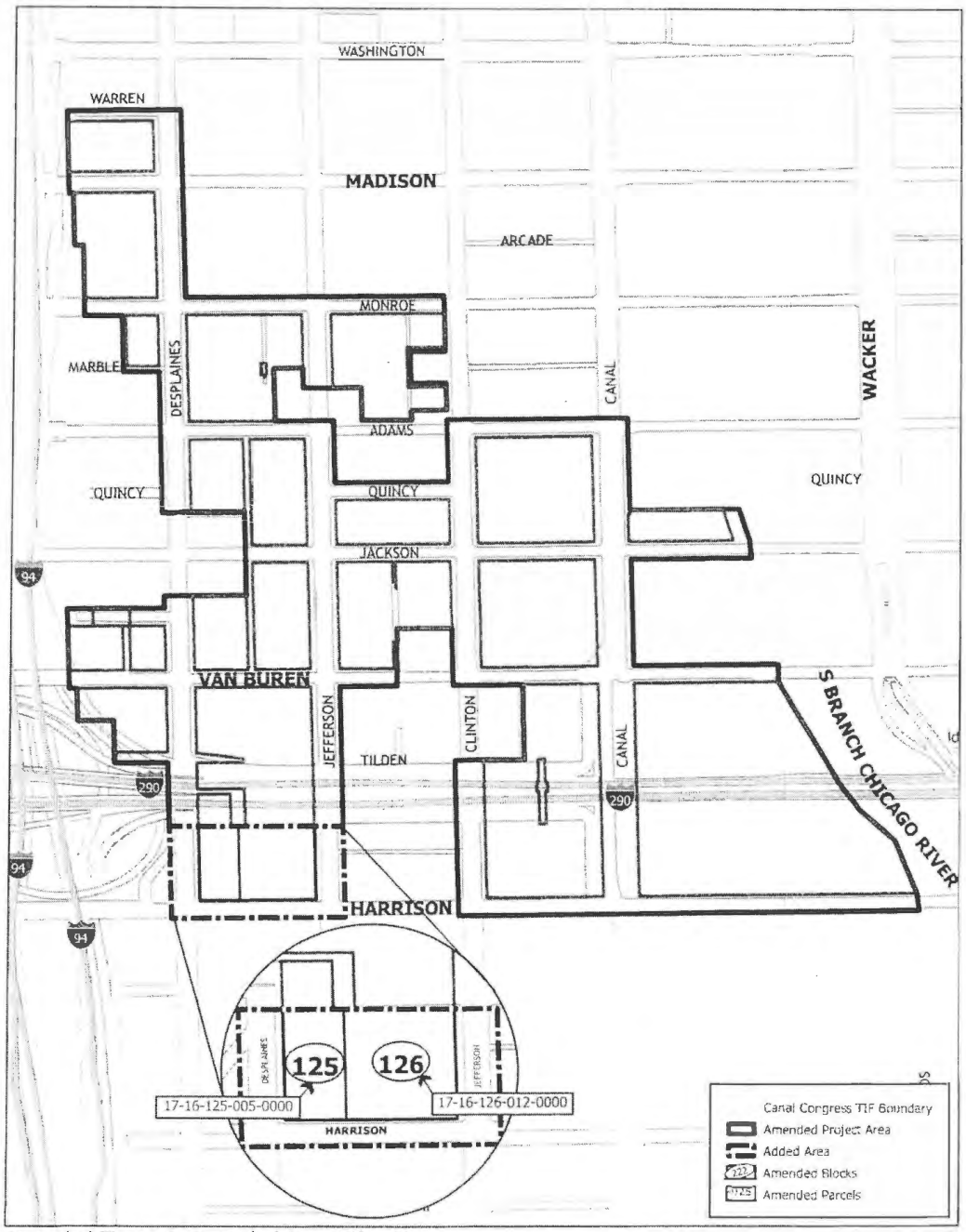



Amended Figure 2: Amended Land Use Plan

CANAL CONGRESS TIF AMENDMENT NO. 3

Prepared by Gutierrez/JRG 11.25

*Amended Figure 4.*
(To Canal/Congress Tax Increment Financing Redevelopment Project And Plan Amendment No. 3)




Amended Figure 4: Amended Acquisition Map

CANAL CONGRESS TIF AMENDMENT NO. 3

Prepared by Gutierrez/JRG 11.25

*Exhibit "B".*
(To Ordinance)

**COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF CHICAGO**

**RESOLUTION NO. 26-CDC-05**

**RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CHICAGO FOR THE PROPOSED CANAL/CONGRESS REDEVELOPMENT PROJECT AREA AMENDMENT NO. 3:**

**APPROVAL OF AMENDMENT NO. 3 TO THE REDEVELOPMENT PLAN AND PROJECT AREA**

**WHEREAS,** the Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council," referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

**WHEREAS,** the Commission is empowered by the Corporate Authorities to exercise certain powers set forth in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

**WHEREAS,** staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations and studies of the Canal/Congress Redevelopment Project Area Amendment No. 3, the street boundaries of which are described on Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and has presented the following documents to the Commission for its review:

Canal/Congress Added Area TIF Eligibility Study (the "Report"); and
Canal/Congress TIF Redevelopment Project and Plan Amendment No. 3 (the "Plan"); and

**WHEREAS,** a public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on 1/29/2026, at 5:30PM, at City Hall (121 N. LaSalle), in Room 1003A, being a date not less than 14 business days before the mailing of the notice of the Hearing (hereinafter defined), pursuant to notice from the City's Commissioner of the Department of Planning and Development given on 1/14/2026, being a date not less than 15 days before the date of the Public Meeting, by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act and, with a good faith effort, by regular mail

to all residents and the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area), which to the extent necessary to effectively communicate such notice, was given in English and in other languages; and

**WHEREAS,** prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing pursuant to Section 5/11-74.4-5(a) of the Act (the "Hearing"), convene a meeting of a joint review board pursuant to Section 5/11-74.4-5(b) of the Act (the "Board"), set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

**WHEREAS,** the Report and Plan were made available for public inspection and review since 1/30/2026, being a date not less than 10 days before the Commission meeting at which the Commission adopted Resolution 26-CDC-03 on 2/10/2026 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Housing and Economic Development, Room 1000; and

**WHEREAS,** notice of the availability of the Report and Plan, including how to obtain this information, were sent by mail on 2/13/2026, which is within a reasonable time after the adoption by the Commission of Resolution 26-CDC-03 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located outside the proposed Area and within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were outside the proposed Area and closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

**WHEREAS,** notice of the Hearing by publication was given at least twice, the first publication being on 3/17/2026 a date which is not more than 30 nor less than 10 days prior to the Hearing, and the second publication being on 3/24/2026, both in the Chicago Tribune, being a newspaper of general circulation within the taxing districts having property in the Area; and

**WHEREAS,** notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on 3/9/2026, being a date not less than 10 days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three years; and

**WHEREAS,** a good faith effort was made to give notice of the Hearing by mail to all residents of the Area by, at a minimum, giving notice by mail to each residential address located in the Area, which to the extent necessary to effectively communicate such notice was given in English and in the predominant language of residents of the Area other than English on 3/9/2026, being a date not less than 10 days prior to the date set for the Hearing; and

**WHEREAS,** notice of the Hearing was given by mail to the Illinois Department of Commerce and Economic Opportunity ("DCEO") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail

addressed to DCEO and all Board members, on 2/13/2026, being a date not less than 45 days prior to the date set for the Hearing; and

**WHEREAS,** notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on 2/13/2026, being a date not less than 45 days prior to the date set for the Hearing; and

**WHEREAS,** the Hearing was held on April 14, 2026, at 1:00PM, in City Hall (121 N. LaSalle) Room 1103, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

**WHEREAS,** the Board meeting was convened on at March 5, 2026 (being a date at least 14 days but not more than 28 days after the date of the mailing of the notice to the taxing districts on 2/13/2026) at 10:00AM, at City Hall (121 N. LaSalle), in Room 1003A, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; and

**WHEREAS,** the Commission has reviewed the Report and Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area: now, therefore,

**BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF CHICAGO:**

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

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. The Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. The Plan:

i. conforms to the comprehensive plan for the development of the City as a whole; or

ii. the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. The Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year of the adoption of the ordinance approving the designation of the Area as a redevelopment project area and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than 20 years;

d. To the extent required by Section 5/11-74.4-3(n) (6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;

e. The Plan will not result in displacement of residents from inhabited units.

f. The Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

g. As required pursuant to Section 5/11-74.4-3(p) of the Act:

   i. The Area is not less, in the aggregate, than one and one-half acres in size; and

   ii. Conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area, as defined in the Act;

h. If the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is (i) present, with that presence documented to a meaningful extent so that it may be reasonably found that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

i. If the Area is qualified as a "conservation area", the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area;

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution 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 resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

**ADOPTED:** April 14, 2026

(Sub)Exhibit "A" referred to in this Community Development Commission of the City of Chicago Resolution No. 26-CDC-05 reads as follows:

*(Sub)Exhibit "A".*
(To Community Development Commission Of The City of Chicago
Resolution No. 26-LDL-05)

*Street Boundaries Of Proposed Redevelopment Project Area.*

The redevelopment project area is bounded by Madison, Monroe and Adams Streets on the north, Clinton, Canal and Jefferson Streets and the South Branch of the Chicago River on the east, Harrison Street on the south, and the Kennedy Expressway and Desplaines Streets on the west.

*Exhibit "C".*
(To Ordinance)

*Legal Description Of The Expanded Area.*

Beginning at the point of intersection of the south line of Harrison Street and the west line of Clinton Street:

thence north along the west line of Clinton Street to the westerly extension of the north line of the south 9.40 feet of Lot 24 in the subdivision of Block 53 in School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along said westerly extension and the north line of the south 9.40 feet of Lot 24 in the subdivision of Block 53 in School Section Addition to Chicago to a line 113 feet east of and parallel with the east line of Clinton Street; thence north along said line, 113 feet east of and parallel with the east line of Clinton Street to the south line of Van Buren Street; thence west along said south line of Van Buren Street to the west line of Clinton Street; thence north along said west line of Clinton Street to the north line of Lot 12 in Gordon S. Hubbard's Subdivision of Blocks 45 and 52 of in School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence west along said north line of Lot 12 In Gordon S. Hubbard's Subdivision to the west line thereof; thence south along said west line of Lot 12 in Gordon S. Hubbard's Subdivision and the southerly extension thereof to the south line of Van Buren Streert; thence west along said south line of Van Buren Street to the east line of Jefferson Street; thence south along said east line of Jefferson Street to the south line of Harrison Street; thence west along said south line of Harrison Street to the west line of Desplaines Street; thence north along said west line of Desplaines Street to the north line of Lots 17, 18 and 19 in G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, North Lots 17, 18 and 19 being also the south line of Tilden Street; thence west along said south line of Tilden Street to the southerly extension of the east line of the west 1 foot of Lot 14 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago; thence north along said southerly extension and the east line of the west 1 foot of Lot 14 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago to the north line of said Lot 14; thence west along said north line of Lot 14 and along the south line of Lots 4 and 5 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago to the west line of said Lot 5; thence north along the west line of said Lot 5 to the south line of Van Buren Street; thence west along said south line of Van Buren Street to the southerly extension of the east line of the west 28.75 feet of Lot 14 in the subdivision of Block 21 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence north along said southerly extension and the east line of the west 28.75 feet of Lot 14 in the subdivision of Block 4 and 21 in School Section Addition to Chicago and the northerly extension thereof to the north line of Gladys Avenue; thence east along said north line of Gladys Avenue to the west line of Desplaines Street; thence north along said west line of Desplaines Street to the westerly extension of the south line of the northerly 20.08 feet of Lot 5 in the subdivision of Block 28 in School Section Addition to Chicago in the west half of the

northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along said westerly extension and the south line of the northerly 20.08 feet of Lot 5 in the subdivision of Block 28 in School Section Addition to Chicago to the east line of said Lot 5, said east line of Lot 5 being also the west line of the alley east of Desplaines Street; thence north along said west line of the alley east of Desplaines Street to the south line of the north 7.55 feet of Lot 5 in the subdivision of Lots 8 through 16, inclusive, in the subdivision of the west half of Block 27 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, said south line of the north 7.55 feet of Lot 5 in the subdivision of Lots 8 through 16, inclusive, in the subdivision of the west half of Block 27 in School Section Addition to Chicago being also the north line of the alley north of Jackson Boulevard; thence west north the alley north of Jackson Boulevard and the westerly extension thereof to the west of Desplaines Street; thence north along said west line of Desplaines Street to the north line of Lot 5 in Block 23 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, said north line of Lot 5 being also the south line of Marble Place; thence west along said south line of Marble Place to the southerly extension of the east line of Lot 3 in said Block 23 in School Section Addition to Chicago; thence north along said southerly extension and the east line of Lot 3 in said Block 23 in School Section Addition to Chicago to the south line of Monroe Street; thence west along said south line of Monroe Street to the southerly extension of the west line of the east 1.43 feet of Lot 7 in Block 24 in School Section Addition to Chicago; thence north along said southerly extension and the west line of the east 1.43 feet of Lot 7 in Block 24 in School Section Addition to Chicago and the northerly extension thereof to a line 9 feet north of and parallel the north line of said Lot 7; thence west along said line, 9 feet north of and parallel the north line of said Lot 7 to the southerly extension of the west line of the east 26.81 feet of Lot 2 in said Block 24 in School Section Addition to Chicago; thence north along said southerly extension and the west line of the east 26.81 feet of Lot 2 in said Block 24 in School Section Addition to Chicago to the south line of Madison Street; thence west along said south line of Madison Street to the southerly extension of the west line of Lot 15 in Block 70 in Canal Trustee's Subdivision of lots and blocks in the southwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian; thence north along said southerly extension and the west line of Lot 15 in Block 70 in Canal Trustee's Subdivision and the northerly extension thereof to the north line of Warren Avenue; thence east along said north line of Warren Avenue to the east line of Desplaines Street; thence south along said the east line of Desplaines Street to the north line of Monroe Street; thence east along said north line of Monroe Street to the west line of Clinton Street; thence southwest of Clinton Street to the south line of the north 1.92 feet of Lot 4 in Charles Wesencraft's Subdivision of Lots 3, 4, 5 and 6 in Block 47 of School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence west along said south line of the north 1.92 feet of Lot 4 In Charles Wesencraft's Subdivision to the west line of said Lot 4; thence south along said west line of Lot 4 in Charles Wesencrafts Subdivision and along the west line of Lots 5 and 6 In said Charles Wesencrafts Subdivision to the south line of said Lot 6; thence east along said south line of said Lot 6 In Charles Wesencraft's Subdivision to the west line of Clinton Street; thence south along said west line of Clinton Street to the north line of the south 38.9 feet of Lot 8 in said Charles Wesencraft's Subdivision; thence west along said north line of the south 38.9 feet of Lot 8 in said Charles Wesencraft's Subdivision

to the west line of said Lot 8; thence south along said west line of said Lot 8 In Charles Wesencraft's Subdivision to the north line of Adams Street; thence west along said north line of Adams Street to the east line of Lot 7 in W.B. Egan's Subdivision of Lots 7 and 8 in Block 47 of School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence north along said east line of Lot 7 in W.B. Egan's Subdivision to the north line thereof; thence west along said north line of Lot 7 and along the north line of Lots 8 and 9 in said W.B. Egan's Subdivision and along the westerly extension of the north line of Lots 7, 8 and 9 in said W.B. Egan's Subdivision to the west line of Jefferson Street; thence north along said west line of Jefferson Street to the north line of Lot 5 in Block 26 in School Section Addition to Chicago in west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence west along said the north line of Lot 5 In Block 26 in School Section Addition to Chicago to the west line of said Lot 5; thence south along said west line of said Lot 5 to the north line of Adams Street; thence east along said north line of Adams Street to the east line of Jefferson Street; thence south along said east line of Jefferson Street to the north line of Quincy Street; thence east along said north line of Quincy Street to the west line of Clinton Street; thence north along said west line of Clinton Street; to the north line of Adams Street; thence east along said north line of Adams Street to the east line of Canal Street; thence south along said east line of Canal Street to a point 116.45 feet north of the north line of Jackson Boulevard, as measured along the west line of Lot 6 in the subdivision of Block 46 of the School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along a straight line to a point on the east line of said Lot 6 which is 121.21 feet northerly from the north line of Jackson Boulevard, as measured along said east line of Lot 6; thence east along a straight line to a point on the east line of Lot 5 in said subdivision of Block 46 of the School Section Addition to Chicago which is 121.88 feet northerly from the north line of Jackson Boulevard, as measured along said east line of Lot 5, said point on the east line of Lot 5 being also on the westerly Channel Line of the South Branch of the Chicago River; thence southerly along said westerly channel line of the south branch of the Chicago River to the south line of Jackson Boulevard; thence west along said south line of Jackson Boulevard to the east line of Canal Street; thence south along said east line of Canal Street to the north line of Van Buren Street; thence east along said north line of Van Buren Street to the westerly Channel Line of the South Branch of the Chicago River; thence southerly along said westerly Channel Line of the South Branch of the Chicago River to the south line of Harrison Street; thence west along said south line of Harrison Street to the point of beginning all in the City of Chicago, Cook County, Illinois

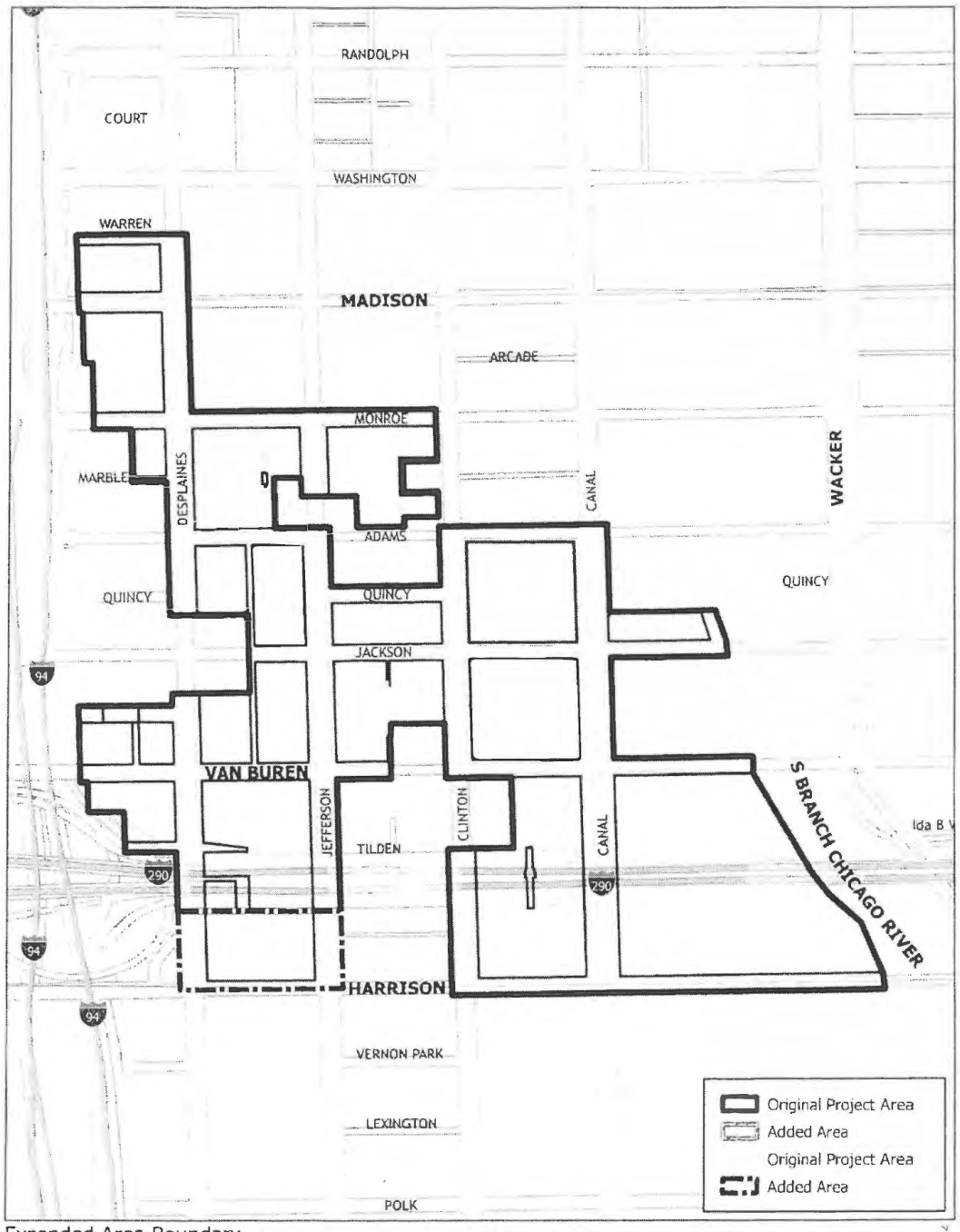
*Exhibit "D".*
(To Ordinance)

*Street Location Of Expanded Area.*

The Expanded Area is generally bounded on the north by Madison, Monroe and Adams Streets; on the south by Harrison Street; on the east by Clinton and Canal Streets and the South Branch of the Chicago River; and on the west by the Kennedy Expressway and Desplaines Street.

*Exhibit "E".*
(To Ordinance)

*Map Of Expanded Area.*




Expanded Area Boundary

CANAL CONGRESS TIF AMENDMENT NO. 3

Prepared by Gutierrez/JRG 11.25

DESIGNATION OF EXPANDED CANAL/CONGRESS TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA AS REDEVELOPMENT PROJECT AREA PURSUANT TO TAX INCREMENT ALLOCATION REDEVELOPMENT ACT.

[O2026-0024874]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Finance, to which was referred an ordinance designating the Expanded Canal/Congress Tax Increment Financing Redevelopment Project Area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act (28th, 34th and 42nd Wards) (O2026-0024874), 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 vote on May 18, 2026.

(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, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed amendment to the redevelopment project area known as the Canal/Congress Tax Increment Financing Redevelopment Project Area (the "Expanded Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed amended redevelopment project and plan (the "Amended Plan"), consisting of the Canal/Congress Tax Increment Financing Redevelopment Project and Plan approved by the City Council of the City (the "City Council") on November 12, 1998, as amended on June 19, 2002 and on July 20, 2022, together with the Amendment (as defined below); and

WHEREAS, A public meeting ("Public Meeting") was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on January 29, 2026 at 5:30 P.M. at 121 North LaSalle Street, Chicago, Illinois; and

WHEREAS, The Canal/Congress Tax Increment Financing Redevelopment Project and Plan Amendment Number 3 (the "Amendment") (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) has been made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since January 30, 2026, being a date not less than 10 days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 26-CDC-03 on February 10, 2026 fixing the time and place for a public hearing ("Hearing"), at the Offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Amendment (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on February 13, 2026, which is within a reasonable time after the adoption by the Commission of Resolution 26-CDC-03 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Expanded Area and (ii) located within 750 feet of the boundaries of the Expanded Area (or, if applicable, were determined to be the 750 residential addresses that were closest to the boundaries of the Expanded Area); and (b) organizations and residents that were registered interested parties for such Expanded Area; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on March 5, 2026 at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Amendment, designation of the Expanded Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Expanded Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Amendment, designation of the Expanded Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Expanded Area pursuant to the Act on April 14, 2026; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 26-CDC-05, recommending to the City Council approval of the Amendment, among other related matters; and

WHEREAS, The City Council has heretofore approved the Amended Plan, which was identified in an ordinance of the City of Chicago, Illinois, approving Amendment Number 3 to the redevelopment project and plan for the Canal/Congress Tax Increment Financing Redevelopment Project Area; now, therefore,

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

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

SECTION 2. The Expanded Area. The Expanded Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Expanded Area is described in Exhibit B attached hereto and incorporated herein. The map of the Expanded Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

a. The Expanded Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Amended Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

b. As required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) The Expanded Area is not less, in the aggregate, than one and one-half acres in size; and

(ii) Conditions exist in the Expanded Area that cause the Expanded Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act;

c. If the Expanded Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Expanded Area as a redevelopment project area on that basis is (i) clearly present within the intent of the Act and with that presence documented to a meaningful extent, and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Expanded Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

d. If the Expanded Area is qualified as a "conservation area", the combination of the factors necessary to qualify the Expanded Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Expanded Area may become a blighted area.

SECTION 4. Expanded Area Designated. The Expanded Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. 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 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This ordinance shall take effect upon its passage and approval.

[Exhibit "C" referred to in this ordinance and printed on page 43128 of this *Journal*.]

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

*Exhibit "A".*

*Legal Description Of Expanded Area.*

Beginning at the point of intersection of the south line of Harrison Street and the west line of Clinton Street: thence north along the west line of Clinton Street to the westerly extension of the north line of the south 9.40 feet of Lot 24 in the subdivision of Block 53 in School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along said westerly extension and the north line of the south 9.40 feet of Lot 24 in the subdivision of Block 53 in School Section Addition to Chicago to a line 113 feet east of and parallel with the east line of Clinton Street; thence north along said line, 113 feet east of and parallel with the east line of Clinton Street to the south line of Van Buren Street; thence west along said south line of Van Buren Street to the west line of Clinton Street; thence north along said west line of Clinton Street to the north line of Lot 12 in Gordon S. Hubbard's Subdivision of Blocks 45 and 52 in School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian;

thence west along said north line of Lot 12 in Gordon S. Hubbard's Subdivision to the west line thereof; thence south along said west line of Lot 12 in Gordon S. Hubbard's Subdivision and the southerly extension thereof to the south line of Van Buren Street; thence west along said south line of Van Buren Street to the east line of Jefferson Street; thence south along said east line of Jefferson Street to the south line of Harrison Street; thence west along said south line of Harrison Street to the west line of Desplaines Street; thence north along said west line of Desplaines Street to the north line of Lots 17, 18 and 19 in G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, said north line of Lots 17, 18 and 19 being also the south line of Tilden Street; thence west along said south line of Tilden Street to the southerly extension of the east line of the west 1 foot of Lot 14 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago; thence north along said southerly extension and the east line of the west 1 foot of Lot 14 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago to the north line of said Lot 14; thence west along said north line of Lot 14 and along the south line of Lots 4 and 5 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago to the west line of said Lot 5; thence north along the west line of said Lot 5 to the south line of Van Buren Street; thence west along said south line of Van Buren Street to the southerly extension of the east line of the west 28.75 feet of Lot 14 in the subdivision of Block 21 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence north along said southerly extension and the east line of the west 28.75 feet of Lot 14 in the subdivision of Blocks 4 and 21 in School Section Addition to Chicago and the northerly extension thereof to the north line of Gladys Avenue; thence east along said north line of Gladys Avenue to the west line of Desplaines Street; thence north along said west line of Desplaines Street to the westerly extension of the south line of the northerly 20.08 feet of Lot 5 in the subdivision of Block 28 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along said westerly extension and the south line of the northerly 20.08 feet of Lot 5 in the subdivision of Block 28 in School Section Addition to Chicago to the east line of said Lot 5, said east line of Lot 5 being also the west line of the alley east of Desplaines Street; thence north along said west line of the alley east of Desplaines Street to the south line of the north 7.55 feet of Lot 5 in the subdivision of Lots 8 through 16, inclusive, in the subdivision of the west half of Block 27 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, said south line of the north 7.55 feet of Lot 5 in the subdivision of Lots 8 through 16, inclusive, in the subdivision of the west half of Block 27 in School Section Addition to Chicago being also the north line of the alley north of Jackson Boulevard; thence west along said north line of the alley north of Jackson Boulevard and the westerly extension thereof to the west line of Desplaines Street; thence north along said west line of Desplaines Street to the north line of Lot 5 in Block 23 in School Section Addition to Chicago in the west half of the

northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, said north line of Lot 5 being also the south line of Marble Place; thence west along said south line of Marble Place to the southerly extension of the east line of Lot 3 in said Block 23 in School Section Addition to Chicago; thence north along said southerly extension and the east line of Lot 3 in said Block 23 in School Section Addition to Chicago to the south line of Monroe Street; thence west along said south line of Monroe Street to the southerly extension of the west line of the east 1.43 feet of Lot 7 in Block 24 in School Section Addition to Chicago; thence north along said southerly extension and the west line of the east 1.43 feet of Lot 7 in Block 24 in School Section Addition to Chicago and the northerly extension thereof to a line 9 feet north of and parallel the north line of said Lot 7; thence west along said line 9 feet north of and parallel the north line of said Lot 7 to the southerly extension of the west line of the east 26.81 feet of Lot 2 in said Block 24 in School Section Addition to Chicago; thence north along said southerly extension and the west line of the east 26.81 feet of Lot 2 in said Block 24 in School Section Addition to Chicago to the south line of Madison Street; thence west along said south line of Madison Street to the southerly extension of the west line of Lot 15 in Block 70 in Canal Trustee's Subdivision of lots and blocks in the southwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian; thence north along said southerly extension and the west line of Lot 15 in Block 70 in Canal Trustee's Subdivision and the northerly extension thereof to the north line of Warren Avenue; thence east along said north line of Warren Avenue to the east line of Desplaines Street; thence south along said the east line of Desplaines Street to the north line of Monroe Street; thence east along said north line of Monroe Street to the west line of Clinton Street; thence south along said west line of Clinton Street to the south line of the north 1.92 feet of Lot 4 in Charles Wesencraft's Subdivision of Lots 3, 4, 5 and 6 in Block 47 of School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence west along said south line of the north 1.92 feet of Lot 4 in Charles Wesencraft's Subdivision to the west line of said Lot 4; thence south along said west line of Lot 4 in Charles Wesencraft's Subdivision and along the west line of Lots 5 and 6 in said Charles Wesencraft's Subdivision to the south line of said Lot 6; thence east along said south line of said Lot 6 in Charles Wesencraft's Subdivision to the west line of Clinton Street; thence south along said west line of Clinton Street to the north line of the south 38.9 feet of Lot 8 in said Charles Wesencraft's Subdivision; thence west along said north line of the south 38.9 feet of Lot 8 in said Charles Wesencraft's Subdivision to the west line of said Lot 8; thence south along said west line of said Lot 8 in Charles Wesencraft's Subdivision to the north line of Adams Street; thence west along said north line of Adams Street to the east line of Lot 7 in W.B. Egan's Subdivision of Lots 7 and 8 in Block 47 of School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence north along said east line of Lot 7 in W.B. Egan's Subdivision to the north line thereof; thence west along said north line of Lot 7 and along the north line of Lots 8 and 9 in said W.B. Egan's Subdivision and along the westerly extension of the north line of Lots 7, 8 and 9 in said

W.B. Egan's Subdivision to the west line of Jefferson Street; thence north along said west line of Jefferson Street to the north line of Lot 5 in Block 26 in School Section Addition to Chicago in west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence west along said the north line of Lot 5 in Block 26 in School Section Addition to Chicago to the west line of said Lot 5; thence south along said west line of said Lot 5 to the north line of Adams Street; thence east along said north line of Adams Street to the east line of Jefferson Street; thence south along said east line of Jefferson Street to the north line of Quincy Street; thence east along said north line of Quincy Street to the west line of Clinton Street; thence north along said west line of Clinton Street to the north line of Adams Street; thence east along said north line of Adams Street to the east line of Canal Street; thence south along said east line of Canal Street to a point 116.45 feet north of the north line of Jackson Boulevard as measured along the west line of Lot 6 in the subdivision of Block 46 of the School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along a straight line to a point on the east line of said Lot 6 which is 121.21 feet northerly from the north line of Jackson Boulevard as measured along said east line of Lot 6; thence east along a straight line to a point on the east line of Lot 5 in said subdivision of Block 46 of the School Section Addition to Chicago which is 121.88 feet northerly from the north line of Jackson Boulevard as measured along said east line of Lot 5, said point on the east line of Lot 5 being also on the Westerly Channel Line of the South Branch of the Chicago River; thence southerly along said Westerly Channel Line of the South Branch of the Chicago River to the south line of Jackson Boulevard; thence west along said south line of Jackson Boulevard to the east line of Canal Street; thence south along said east line of Canal Street to the north line of Van Buren Street; thence east along said north line of Van Buren Street to the Westerly Channel Line of the South Branch of the Chicago River; thence southerly along said Westerly Channel Line of the South Branch of the Chicago River to the south line of Harrison Street; thence west along said south line of Harrison Street to the point of beginning, all in the City of Chicago, Cook County, Illinois.

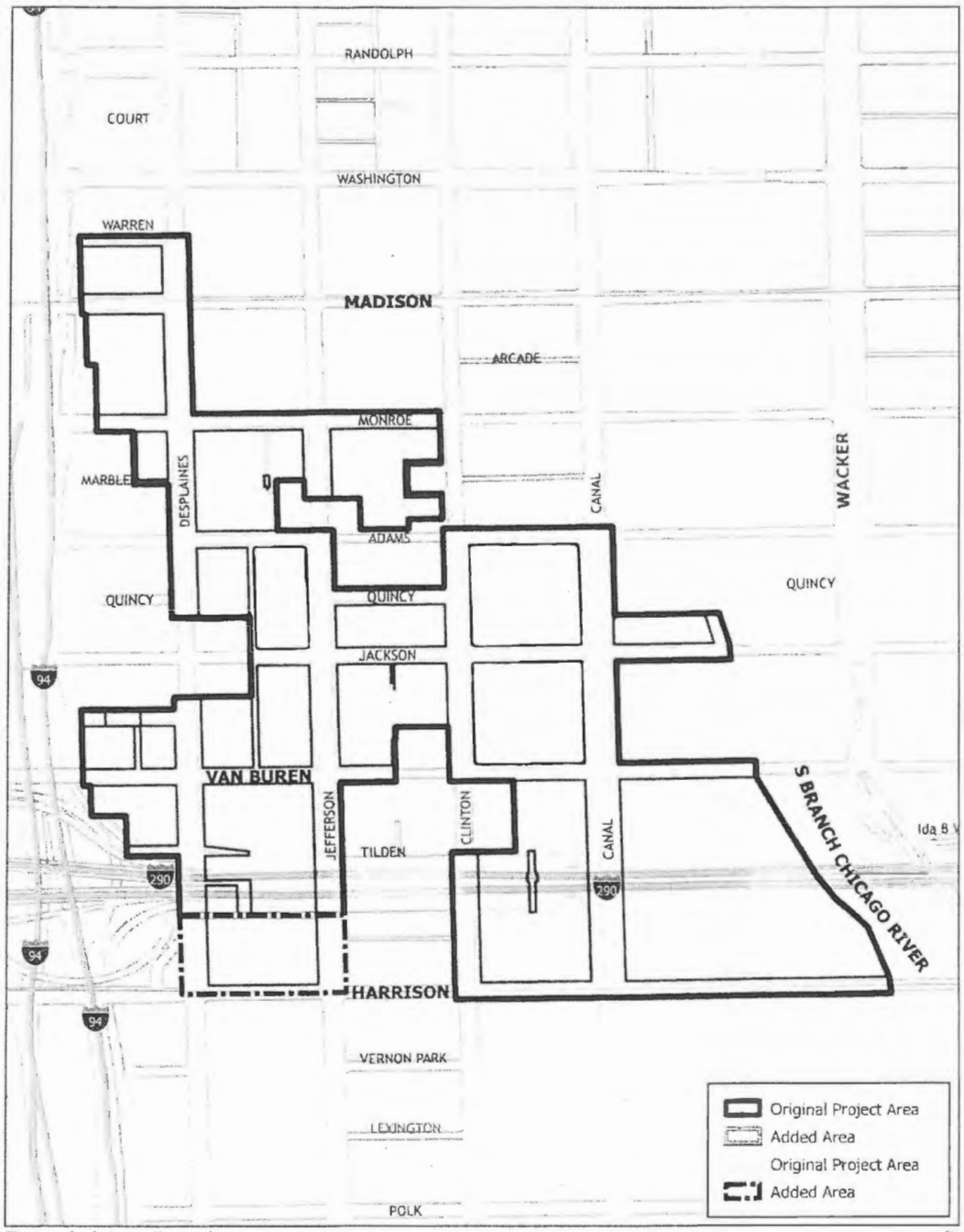
*Exhibit "B".*

*Street Location Of Expanded Area.*

The Expanded Area is generally bounded on the north by Madison, Monroe and Adams Streets; on the south by Harrison Street; on the east by Clinton and Canal Streets and the South Branch of the Chicago River; and on the west by the Kennedy Expressway and Desplaines Street.

*Exhibit "C".*

*Map Of Expanded Area.*




Expanded Area Boundary

CANAL CONGRESS TIF AMENDMENT NO. 3

Prepared by Gutierrez/JRG 11.25

ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR EXPANDED CANAL/CONGRESS TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

[O2026-0024875]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Finance, to which was referred an ordinance adopting Tax Increment Allocation Financing for the Expanded Canal/Congress Tax Increment Financing Redevelopment Project Area (28th, 34th and 42nd Wards) (O2026-0024875), 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 vote on May 18, 2026.

(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, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed amended redevelopment project area to be known as the Canal/Congress Tax Increment Financing Redevelopment Project Area (the "Expanded Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed amended redevelopment project and plan (the "Amended Plan"), consisting of the Canal/Congress Tax Increment Financing Redevelopment Project and Plan approved by the City Council of the City (the "City Council") on November 12, 1998, as amended on June 19, 2002 and on July 20, 2022, together with the Amendment (as defined below); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 26-CDC-05, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Expanded Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Canal/Congress Tax Increment Financing Redevelopment Project and Plan Amendment Number 3 (the "Amendment"), which was identified in an ordinance of the City of Chicago, Illinois, approving Amendment Number 3 to the redevelopment project and plan for the Canal/Congress Tax Increment Financing Redevelopment Project Area and has heretofore designated the Expanded Area as a redevelopment project area by passage of an ordinance of the City of Chicago, Illinois, designating the Expanded Canal/Congress Tax Increment Financing Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

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

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Amended Plan within the Expanded Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Expanded Area is described in Exhibit B attached hereto and incorporated herein. The map of the Expanded Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation Of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Expanded Area by taxing districts and tax rates determined in the manner provided in Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Expanded Area shall be allocated to, and when collected, shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Expanded Area over and above the initial equalized assessed value of each property in the Expanded Area shall be allocated to, and when collected, shall be paid to the City Treasurer who shall deposit said taxes into a special fund designated the "Canal/Congress Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity Of Any Section. 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 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

[Exhibit "C" referred to in this ordinance and printed on page 43135 of this *Journal*.]

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

*Exhibit "A".*

*Legal Description Of Expanded Area.*

Beginning at the point of intersection of the south line of Harrison Street and the west line of Clinton Street; thence north along the west line of Clinton Street to the westerly extension of the north line of the south 9.40 feet of Lot 24 in the subdivision of Block 53 in School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along said westerly extension and the north line of the south 9.40 feet of Lot 24 in the subdivision of

Block 53 in School Section Addition to Chicago to a line 113 feet east of and parallel with the east line of Clinton Street; thence north along said line, 113 feet east of and parallel with the east line of Clinton Street to the south line of Van Buren Street; thence west along said south line of Van Buren Street to the west line of Clinton Street; thence north along said west line of Clinton Street to the north line of Lot 12 in Gordon S. Hubbard's Subdivision of Blocks 45 and 52 in School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence west along said north line of Lot 12 in Gordon S. Hubbard's Subdivision to the west line thereof; thence south along said west line of Lot 12 in Gordon S. Hubbard's Subdivision and the southerly extension thereof to the south line of Van Buren Street; thence west along said south line of Van Buren Street to the east line of Jefferson Street; thence south along said east line of Jefferson Street to the south line of Harrison Street; thence west along said south line of Harrison Street to the west line of Desplaines Street; thence north along said west line of Desplaines Street to the north line of Lots 17, 18 and 19 in G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, said north line of Lots 17, 18 and 19 being also the south line of Tilden Street; thence west along said south line of Tilden Street to the southerly extension of the east line of the west 1 foot of Lot 14 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago; thence north along said southerly extension and the east line of the west 1 foot of Lot 14 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago to the north line of said Lot 14; thence west along said north line of Lot 14 and along the south line of Lots 4 and 5 in said G.F. Blanchard's Subdivision of Block 20 in School Section Addition to Chicago to the west line of said Lot 5; thence north along the west line of said Lot 5 to the south line of Van Buren Street; thence west along said south line of Van Buren Street to the southerly extension of the east line of the west 28.75 feet of Lot 14 in the subdivision of Block 21 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence north along said southerly extension and the east line of the west 28.75 feet of Lot 14 in the subdivision of Blocks 4 and 21 in School Section Addition to Chicago and the northerly extension thereof to the north line of Gladys Avenue; thence east along said north line of Gladys Avenue to the west line of Desplaines Street; thence north along said west line of Desplaines Street to the westerly extension of the south line of the northerly 20.08 feet of Lot 5 in the subdivision of Block 28 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along said westerly extension and the south line of the northerly 20.08 feet of Lot 5 in the subdivision of Block 28 in School Section Addition to Chicago to the east line of said Lot 5, said east line of Lot 5 being also the west line of the alley east of Desplaines Street; thence north along said west line of the alley east of Desplaines Street to the south line of the north 7.55 feet of Lot 5 in the subdivision of Lots 8 through 16, inclusive, in the subdivision of the west half of Block 27 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, said south line of the north 7.55 feet of Lot 5 in the subdivision of Lots 8 through 16, inclusive, in the subdivision of the west half of Block 27 in School Section Addition to Chicago being also the north line of the alley north of Jackson Boulevard; thence west along said north line of the

alley north of Jackson Boulevard and the westerly extension thereof to the west line of Desplaines Street; thence north along said west line of Desplaines Street to the north line of Lot 5 in Block 23 in School Section Addition to Chicago in the west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, said north line of Lot 5 being also the south line of Marble Place; thence west along said south line of Marble Place to the southerly extension of the east line of Lot 3 in said Block 23 in School Section Addition to Chicago; thence north along said southerly extension and the east line of Lot 3 in said Block 23 in School Section Addition to Chicago to the south line of Monroe Street; thence west along said south line of Monroe Street to the southerly extension of the west line of the east 1.43 feet of Lot 7 in Block 24 in School Section Addition to Chicago; thence north along said southerly extension and the west line of the east 1.43 feet of Lot 7 in Block 24 in School Section Addition to Chicago and the northerly extension thereof to a line 9 feet north of and parallel to the north line of said Lot 7; thence west along said line 9 feet north of and parallel to the north line of said Lot 7 to the southerly extension of the west line of the east 26.81 feet of Lot 2 in said Block 24 in School Section Addition to Chicago; thence north along said southerly extension and the west line of the east 26.81 feet of Lot 2 in said Block 24 in School Section Addition to Chicago to the south line of Madison Street; thence west along said south line of Madison Street to the southerly extension of the west line of Lot 15 in Block 70 in Canal Trustee's Subdivision of lots and blocks in the southwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian; thence north along said southerly extension and the west line of Lot 15 in Block 70 in Canal Trustee's Subdivision and the northerly extension thereof to the north line of Warren Avenue; thence east along said north line of Warren Avenue to the east line of Desplaines Street; thence south along said east line of Desplaines Street to the north line of Monroe Street; thence east along said north line of Monroe Street to the west line of Clinton Street; thence south along said west line of Clinton Street to the south line of the north 1.92 feet of Lot 4 in Charles Wesencraft's Subdivision of Lots 3, 4, 5 and 6 in Block 47 of School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence west along said south line of the north 1.92 feet of Lot 4 in Charles Wesencraft's Subdivision to the west line of said Lot 4; thence south along said west line of Lot 4 in Charles Wesencraft's Subdivision and along the west line of Lots 5 and 6 in said Charles Wesencraft's Subdivision to the south line of said Lot 6; thence east along said south line of said Lot 6 in Charles Wesencraft's Subdivision to the west line of Clinton Street; thence south along said west line of Clinton Street to the north line of the south 38.9 feet of Lot 8 in said Charles Wesencraft's Subdivision; thence west along said north line of the south 38.9 feet of Lot 8 in said Charles Wesencraft's Subdivision to the west line of said Lot 8; thence south along said west line of said Lot 8 in Charles Wesencraft's Subdivision to the north line of Adams Street; thence west along said north line of Adams Street to the east line of Lot 7 in W.B. Egan's Subdivision of Lots 7 and 8 in Block 47 of School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14,

East of the Third Principal Meridian; thence north along said east line of Lot 7 in W.B. Egan's Subdivision to the north line thereof; thence west along said north line of Lot 7 and along the north line of Lots 8 and 9 in said W.B. Egan's Subdivision and along the westerly extension of the north line of Lots 7, 8 and 9 in said W.B. Egan's Subdivision to the west line of Jefferson Street; thence north along said west line of Jefferson Street to the north line of Lot 5 in Block 26 in School Section Addition to Chicago in west half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence west along said north line of Lot 5 in Block 26 in School Section Addition to Chicago to the west line of said Lot 5; thence south along said west line of said Lot 5 to the north line of Adams Street; thence east along said north line of Adams Street to the east line of Jefferson Street; thence south along said east line of Jefferson Street to the north line of Quincy Street; thence east along said north line of Quincy Street to the west line of Clinton Street; thence north along said west line of Clinton Street to the north line of Adams Street; thence east along said north line of Adams Street to the east line of Canal Street; thence south along said east line of Canal Street to a point 116.45 feet north of the north line of Jackson Boulevard as measured along the west line of Lot 6 in the subdivision of Block 46 of the School Section Addition to Chicago in the east half of the northwest quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; thence east along a straight line to a point on the east line of said Lot 6 which is 121.21 feet northerly from the north line of Jackson Boulevard as measured along said east line of Lot 6; thence east along a straight line to a point on the east line of Lot 5 in said subdivision of Block 46 of the School Section Addition to Chicago which is 121.88 feet northerly from the north line of Jackson Boulevard as measured along said east line of Lot 5, said point on the east line of Lot 5 being also on the Westerly Channel Line of the South Branch of the Chicago River; thence southerly along said Westerly Channel Line of the South Branch of the Chicago River to the south line of Jackson Boulevard; thence west along said south line of Jackson Boulevard to the east line of Canal Street; thence south along said east line of Canal Street to the north line of Van Buren Street; thence east along said north line of Van Buren Street to the Westerly Channel Line of the South Branch of the Chicago River; thence southerly along said Westerly Channel Line of the South Branch of the Chicago River to the south line of Harrison Street; thence west along said south line of Harrison Street to the point of beginning, all in the City of Chicago, Cook County, Illinois.

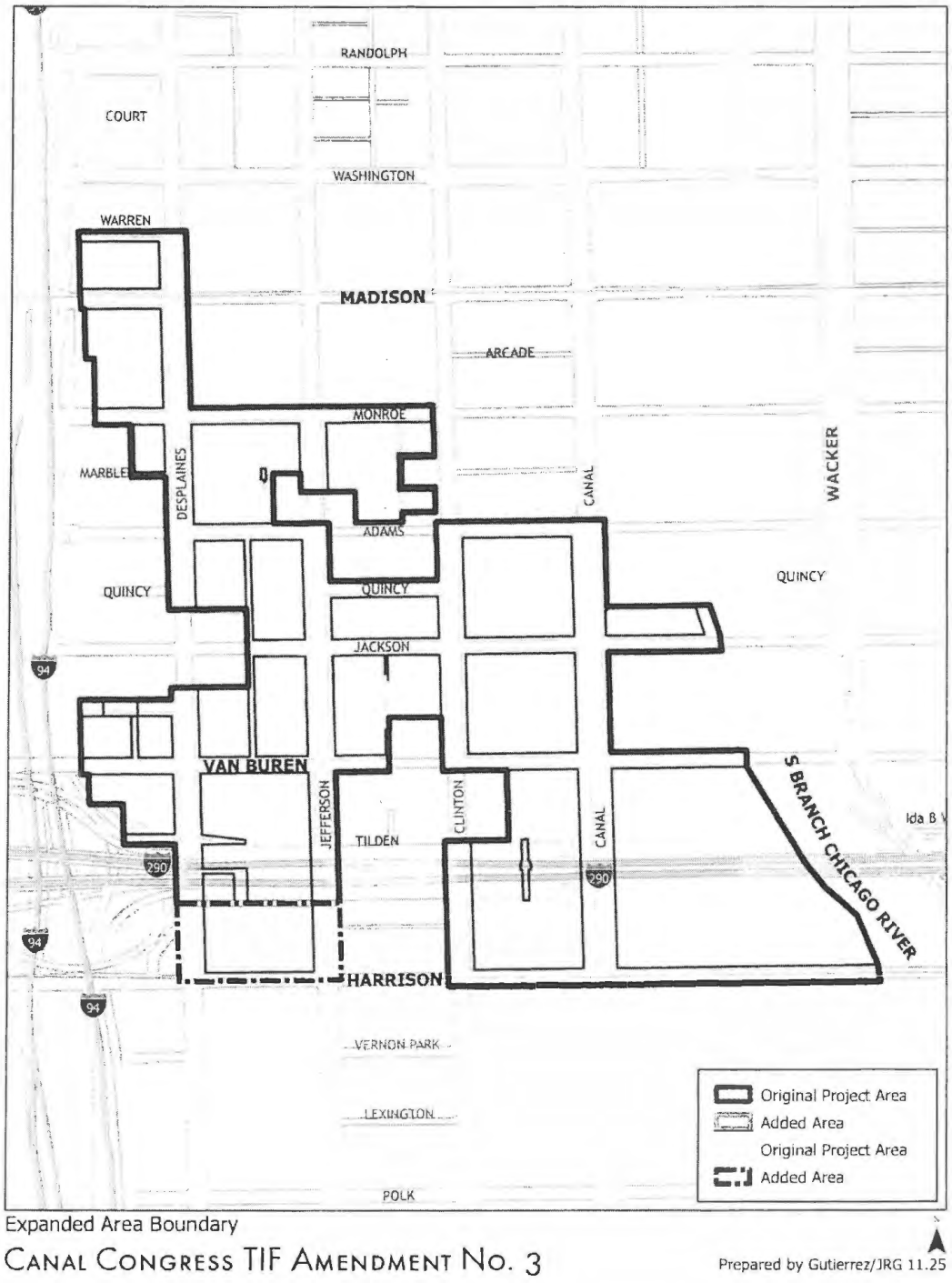
*Exhibit "B".*

*Street Location Of Expanded Area.*

The Expanded Area is generally bounded on the north by Madison, Monroe and Adams Streets; on the south by Harrison Street; on the east by Clinton and Canal Streets and the South Branch of the Chicago River; and on the west by the Kennedy Expressway and Desplaines Street.

*Exhibit "C".*

*Map Of Expanded Area.*




Expanded Area Boundary

CANAL CONGRESS TIF AMENDMENT NO. 3

Prepared by Gutierrez/JRG 11.25

SETTLEMENT AGREEMENT REGARDING CASE OF *ACCESS LIVING V. CITY OF CHICAGO.*

[Or2026-0025269]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 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: *Access Living v. City of Chicago*, Case Number 18 CV 3399 (Or2026-0025269), amount: $2,250,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one (1) dissenting vote by Alderman Raymond Lopez (15th Ward) on May 18, 2026.

(Signed) PAT DOWELL,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, 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 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: *Access Living v. City of Chicago*, cited as Case Number 18 CV 3399, in the amount of $2,250,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *JOSE GONZALEZ, AS SPECIAL ADMINISTRATOR OF THE ESTATE OF JOSE ALMANZA-MARTINEZ, DECEASED V. CITY OF CHICAGO, OFFICER ASHTON SMILEY, AND OFFICER MICHAEL CARREON.*

[Or2026-0025270]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 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: *Jose Gonzalez, as Special Administrator of the Estate of Jose Almanza-Martinez, Deceased v. City of Chicago, Officer Ashton Smiley, and Officer Michael Carreon*, Case Number 24 L 14052 (Or2026-0025270), amount: $3,500,000, 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 roll call vote of the members of the committee present, with nine (9) dissenting votes by Alderman Raymond Lopez (15th Ward), Alderman David Moore (17th Ward), Alderman Derrick Curtis (18th Ward), Alderman Monique Scott (24th Ward), Alderman Christopher Taliaferro (29th Ward), Alderman Gilbert Villegas (36th Ward), Alderman Nicholas Sposato (38th Ward), Alderman Brendan Reilly (42nd Ward) and Alderman Debra Silverstein (50th Ward) on May 18, 2026.

(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, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Lee, Ramirez, Gutiérrez, Coleman, Moore, O'Shea, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Mitts, Nugent, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 34.

*Nays* -- Alderpersons Hopkins, Beale, Chico, Quinn, Lopez, Curtis, Tabares, Scott, Taliaferro, Cardona, Villegas, Sposato, Napolitano, Reilly, Gardiner, Silverstein -- 16.

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: *Jose Gonzalez, as Special Administrator of the Estate of Jose Almanza-Martinez, Deceased v. City of Chicago, Officer Ashton Smiley and Officer Michael Carreon*, cited as Case Number 24 L 14052, in the amount of $3,500,000.

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SETTLEMENT AGREEMENT REGARDING CASE OF *ARNOLD DAY V. KENNETH BOUDREAU.*

[Or2026-0025271]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 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: *Arnold Day v. Kenneth Boudreau*, Case Number 19 CV 7286 (Northern District of Illinois) (Or2026-0025271), amount: $13,000,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting vote on May 18, 2026.

(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: *Arnold Day v. Kenneth Boudreau*, in the Case Number 19 CV 7286 (Northern District of Illinois), in the amount of $13,000,000.

---

*Placed On File* -- VERDICTS, JUDGMENTS AND SETTLEMENT REPORTS FOR MONTH OF APRIL 2026.

[F2026-0025268]

The Committee on Finance submitted the following report:

CHICAGO, May 20, 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 April 2026 (F2026-0025268), 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 vote on May 18, 2026.

(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.

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REDEVELOPMENT AGREEMENT WITH SOUTH SIDE COMMUNITY ART CENTER TO PROVIDE NEIGHBORHOOD OPPORTUNITY FUND ASSISTANCE FOR RENOVATION OF PROPERTY AT 3831 S. MICHIGAN AVE.

[O2026-0024925]

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

CHICAGO, May 20, 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 South Side Community Art Center to provide Neighborhood Opportunity Fund (NOF) assistance for renovation of property at 3831 South Michigan Avenue in the 3rd Ward (O2026-0024925), 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)

*South Side Community Art Center Redevelopment Agreement.*
(Medium Community Development Grant Program)
Version 2026.03.

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

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| | Exhibit H Approved Prior Expenditures, if applicable |

**PROJECT INFORMATION**

<table>
<tr><th>Term<br>(Agreement Section where first used)</th><th>Definition</th></tr>
<tr><td>Base Grant (Project Information)</td><td>$5,000,000.00</td></tr>
<tr><td>Certificate Deadline (6.05)</td><td>__/__/2028</td></tr>
<tr><td>Closing Date (preamble)</td><td>__/__/2026</td></tr>
<tr><td>Commencement Date (3.01)</td><td>__/__/2026</td></tr>
<tr><td>Developer (preamble)</td><td>South Side Community Art Center, an Illinois not-for-profit corporation</td></tr>
<tr><td>Estimated Project Cost (3.01)</td><td>$12,440,000</td></tr>
<tr><td>Funding Sources (3.02)</td><td>
<table>
<tr><th>Funding Source</th><th>Amount</th></tr>
<tr><td>Equity</td><td>$5,440,000</td></tr>
<tr><td>Lender Financing</td><td>$0</td></tr>
<tr><td>DCEO Grant</td><td>$2,000,000</td></tr>
<tr><td>NOF Funds (Base Grant + Local Residency Bonus)</td><td>$5,000,000</td></tr>
<tr><td>TOTAL</td><td>$12,440,000</td></tr>
</table>
</td></tr>
<tr><td>Local Residency Bonus (4.05)</td><td>$0</td></tr>
<tr><td>NOF Funds (Project Information)</td><td>$5,000,000.00</td></tr>
<tr><td>Notice Addresses (13.14)</td><td><u>If to the Developer:</u><br>South Side Community Art Center<br>3831 South Michigan Avenue<br>Chicago, IL 60653<br><u>Attention</u>: Monique Brinkman-Hill<br><br>with a copy to<br><br>Quarles<br>155 North Wacker Drive, Suite 3200<br>Chicago, Illinois 60605<br><u>Attention</u>: Steven Hunter<br><br><u>If to the City:</u><br>City of Chicago, Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602</td></tr>
</table>

| **Term**<br>**(Agreement Section where first used)** | **Definition** |
|---|---|
| | Attention: Commissioner<br><br>with a copy to<br><br>City of Chicago, Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division |
| Ordinance Date (Recitals) | __/__/2026 |
| Permanent Jobs (7.06) | Not less than 3 full-time equivalent (minimum of 35 hours per week) permanent jobs at the Project |
| Permitted Liens (7.01) | 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 is renovating an arts center in Bronzeville that owns and occupies an 1892 mansion designated as a Chicago Landmark and constructing an addition in the back of the main building that houses elevators and stairs and connects the main building to the rear coach house. |
| Trade Names (5.05) | N/A |

**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.

**South Side Community Art Center**

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 South Side Community Art Center, an Illinois not-for-profit corporation ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 _____, 2026.

_____
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 the 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 _____, 2026.

_____
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 of NOF-Funded Improvements (as defined below) pursuant to the terms and conditions of this Agreement.

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

**SECTION 2. DEFINITIONS**

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information" or the foregoing recitals, 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.

"Certificate" has the meaning set forth in Section 6.01 hereof.

"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) 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 available to pay for Costs of the Project in accordance with the terms and conditions of any applicable agreements between the Developer and such lenders, in the amounts set forth in the Funding Sources.

"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 shall be less than $5,000,000 and is the aggregate amount of Base Grant and Local Residency Bonus.

"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. Exhibit B lists the NOF-Funded Improvements for the Project under the column headed "Eligibles."

"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" 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 $12,440,000 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 and allocated by the City for that purpose; provided, however, that the total amount of NOF Funds expended will be reduced on a dollar for dollar basis if the Final Project Cost is less than $12,440,000.

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, the City shall disburse the NOF Funds in installments as described below:

| Installment | Amount | Conditions for Reimbursement |
|---|---|---|
| First, at 30% Project Completion | 30% of NOF Funds, up to the amount of $1,500,000 | 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 60% Project Completion | 30% of NOF Funds, up to the amount of $1,500,000 | Evidence that (a) all the conditions for reimbursement of the 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 NOF Funds, up to the amount of $1,500,000 | 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 |

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| | | installments). |
| Final, at 100% Project Completion | 10% of NOF Funds, up to the amount of, and no more than $500,000 | 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 Residency Bonus. The Local Residency Bonus is a bonus of up to 25% of the total project cost, but not to exceed a total of $500,000, inclusive of the $5 million NOF Funds limit and will be provided if the Developer satisfied the following requirements at the time of application submittal and at Project completion. The Local Residency Bonus will be funded by the City according to Section 4.04. To receive the Local Residency Bonus, the Developer must demonstrate Local Residency by providing at least two of the following four documents as proof of residency for each of the required individuals:

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

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of NOF Funds as described in Section 4.04, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement, or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide 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 NOF-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:

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| Secretary of State | UCC search |
| Secretary of State | Federal tax search |
| Cook County Recorder | UCC/Fixture search |
| Cook County Recorder | Federal tax search |

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| 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 Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a 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.

5.13 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 NOF Funds (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 NOF Funds 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 F.

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

Those covenants specifically described at Sections 7.02, 7.04 and 7.05 as covenants that run with the land will bind any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement or such shorter period as may be explicitly provided for

therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee under Section 7.01(i) of this Agreement.

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

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

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

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

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

**SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

7.01 General. Developer represents, warrants and covenants, as of the Closing Date 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. (a) The Developer, throughout the Term of the Agreement, shall submit to DPD information about the number of jobs created or retained as a result of the Project in a form acceptable to DPD in its sole discretion as part of the Annual Compliance Report.

(b) The Developer intends to create the Permanent Jobs, either directly or through 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. Failure to create the Permanent Jobs shall not constitute an Event of Default under this 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(a)**, 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(a)** have occurred and each has been cured within a separate Cure Period, then any subsequent event under Section 7.05 or **Section 7.06(a)** 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 Closing Date with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

Upon the request of a lender providing Lender Financing, the City shall agree to subordinate its interests under this Agreement to the mortgage of such lender pursuant to a written subordination

agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

**SECTION 13. GENERAL PROVISIONS**

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

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

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

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

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

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

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

13.08 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-

party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

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

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

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

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

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

13.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Addresses, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested. Such Notice Addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to clause (a) shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or request sent pursuant to clause (c) shall be deemed received two (2) business days following deposit in the mail.

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

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

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

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

[(Sub)Exhibits "G" and "H" referred to in this South Side Community Art Center Redevelopment Agreement only attached if applicable.]

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this South Side Community Art Center Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To South Side Community Art Center Redevelopment Agreement)

*Legal Description Of The Property.*

Subject To Final Survey And Title Commitment.

Legal Description.

Parcel 1:

Lots 14 and 15 (except that part taken for widening Michigan Avenue) in Goldie's Subdivision of the north half of the southeast quarter of the southwest quarter of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

and,

Parcel 2:

The north 61 feet of Lot 2 in Block 1 in Page's Subdivision of the south 10 acres of the west half of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, situated in Cook County, Illinois. Said parcel containing 15,440 square feet, or 0.354 acres, more or less.

Property Address:

3827, 3829, 3831 South Michigan Avenue
Chicago, Illinois.

Property Identification Numbers (PINs):

17-34-323-061-0000;

17-34-323-024-0000; and

17-34-323-025-0000.

*(Sub)Exhibit "B".*
(To South Side Community Art Center Redevelopment Agreement)

*Project Budgets.*

| | | *Total Project* | *MBE/WBE* | *Eligibles* |
|---|---|---|---|---|
| 1.0-4.0 | **Total Acquisition Costs** | **$384,653** | | **$384,653** |
| | **Hard Costs** | | | |
| G total | *Building Sitework* | $592,137 | $592,137 | $592,137 |
| A total | *Substructure* | $1,392,607 | $1,392,607 | $1,392,607 |
| B total | *Shell* | $1,921,109 | $1,921,109 | $1,921,109 |
| C total | *Interiors* | $463,948 | $463,948 | $463,948 |
| D total | *Services* | $3,030,056 | $3,030,056 | $3,030,056 |
| E total | *FFE* | $0 | | |
| F total | *Special Construction & Demolition* | $314,550 | $314,550 | $314,550 |
| Z total | *Hard Cost Contingency* | $180,432 | $180,432 | |
| | **Total Hard Costs** | **$7,894,839** | **$7,894,839** | **$7,714,407** |
| | *Percentage of Eligible Hard Costs* | | | *98%* |
| | **Soft Costs** | | | |
| 1.1 | *Architecture & Engineering* | $1,301,453 | | $1,301,453 |
| 1.2-1.5 | *Other Professional Services* | $199,751 | | $195,186 |
| 2.0 total | *Construction Management* | $637,531 | | $622,961 |
| 3.0 total | *Permits & Titles* | $19,500 | | |
| 4.0 total | *Construction Equipment, Rentals & Tools* | **$0** | | |
| 5.0 total | *Developer Fee* | $364,948 | | $356,607 |
| 6.0 total | *Soft Cost Contingency* | $122,408 | | |
| 7.0 total | *General Conditions & Requirements* | $1,232,631 | | $1,204,460 |
| 8.0 total | *Overhead & Profit* | $282,287 | | $275,835 |
| | **Total Soft Costs** | **$4,160,509** | | **$3,956,502** |
| | **Total** | **$12,440,001** | **$7,894,839** | **$12,055,562** |
| | ***Project MBE Total at 26%*** | | **$2,052,658** | |
| | ***Project WBE Total at 6%*** | | **$473,690** | |

*(Sub)Exhibit "C".*
(To South Side Community Art Center Redevelopment Agreement)

*Insurance Requirements.*

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

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

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

Commercial General Liability Insurance (Primary And Umbrella).

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

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

Workers' Compensation And Employer's Liability.

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

Automobile Liability (Primary And Umbrella).

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

*(Sub)Exhibit "D".*
(To South Side Community Art Center Redevelopment Agreement)

*Requisition Form.*

State of Illinois )
) SS
County of Cook )

The affiant, [Name Of Developer], [Title] of South Side Community Art Center (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-Funded Improvements for the Project, in the amount of $_____, have been made:

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

$_____

D. Developer requests reimbursement for the following cost of NOF-Funded 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 Developer is in compliance with all applicable covenants contained herein.

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

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* Editor's Note: Lettering sequence error; paragraph (F) missing in original document.

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

South Side Community Art Center

By: _____

Name: _____

Title: _____

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

_____
Notary Public

My commission expires: _____

*(Sub)Exhibit "E".*
(To South Side Community Art Center Redevelopment Agreement)

*Annual Compliance Report.*

*South Side Community Art Center*
*Neighborhood Opportunity Fund Redevelopment Agreement*
*South Side Community Art Center.*

Dated as of [Insert Date]

[Insert Year] Annual Compliance Report

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), South Side Community Art Center ("Developer") is committed to providing an annual compliance report.

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

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

-- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.04 of the RDA, the 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 one hundred percent (100%) of the Project has remained occupied, and otherwise open for business.

-- Compliance with the Jobs Reporting Requirement (Section 7.06).

-- Delivery of Financial Statements and unaudited financial statements (Section 7.11).

-- Delivery of updated insurance certificate (Section 7.12).

-- Provide evidence of payment of Non-Governmental Charges (Section 7.16).

-- Compliance with all executory provisions of the RDA.

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

-- The Project is in operation.

-- The Property is [Insert Percentage] occupied.

(c) Attach evidence of such compliance or noncompliance.

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

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

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

Attachments.

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

South Side Community Art Center [Insert Date]

*(Sub)Exhibit "F".*
(To South Side Community Art Center 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 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.

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AMENDMENT OF YEAR 2026 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2026-0025214]

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

CHICAGO, May 20, 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 (O2026-0025214), 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 Mayor's Office for People with Disabilities has been awarded federal pass-through carryover grant funds in the amount of $43,000 by the Chicago Housing Authority for the Moving to Work Demonstration Program; and

WHEREAS, The City through its Department of Police has been awarded federal pass-through grant funds in the amount of $5,000 by the National Association of VOCA Assistance Administrators for the National Crime Victims' Rights Week Community Awareness Project; now, therefore,

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

SECTION 1. The amount of $48,000 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".*

*Amendment To The 2026 Appropriation Ordinance.*

*Estimate Of Grant Revenue For 2026*

| Code | Department And Item | Strike Amount | Add Amount |
|---|---|---|---|
| 925F | Federal Grant Fund | $2,274,119,702 | $2,274,167,702 |

| 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) |
|---|---|---|---|---|---|---|---|
| 048 | Mayor's Office for People with Disabilities | | | | | | |
| 925F | HUD -- PIH – CHA -- Moving To Work Demonstration Program (14.881) | $100,000 | $143,000 | | $43,000 | $100,000 | $143,000 |
| 057 | Chicago Police Department | | | | | | |
| 925F | National Crime Victims' Rights Week Community Awareness Project | | 5,000 | | | | 5,000 |

TRANSFER OF YEAR 2026 FUNDS FROM 10TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0024786]

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

CHICAGO, May 20, 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 10th Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (O2026-0024786), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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 | 015/23-10th | 9008 | $12,600.00 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Wage Allowance | 0100 | 015/23-10th | 0017 | $12,600.00 |

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 10 during said year.

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

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TRANSFER OF YEAR 2026 FUNDS FROM 13TH WARD WAGE ALLOWANCE ACCOUNT TO ALDERMANIC EXPENSE ACCOUNT.

[O2026-0024876]

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

CHICAGO, May 20, 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 13th Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (O2026-0024876), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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 |
|---|---|---|---|---|
| Wage Allowance | 0100 | 015/23 Ward 13 | 0017 | $33,000 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Aldermanic Expense Account | 0100 | 015/23 Ward 13 | 9008 | $33,000 |

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 13 during said year.

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

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TRANSFER OF YEAR 2026 FUNDS FROM 31ST WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[SO2026-0024173]

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

CHICAGO, May 20, 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 31st Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (SO2026-0024173), 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 | 015/2331 | 9008 | $20,000 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Wage Allowance | 0100 | 015/2331 | 0017 | $20,000 |

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 31 during said year.

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

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CALL FOR HEARING(S) ON STATUS OF CITY'S PROGRESS IMPLEMENTING EFFICIENCIES AND OTHER PROGRAMMATIC REFORM OPTIONS IDENTIFIED IN FINANCIAL AND STRATEGIC REFORM OPTIONS REPORT.

[R2026-0024924]

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

CHICAGO, May 20, 2026.

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

Your Committee on the Budget and Government Operations, having had under consideration a resolution concerning a call for hearing(s) on status of City's progress of implementing efficiencies and other programmatic reform options identified in Financial and Strategic Reform Options Report (R2026-0024924), begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution 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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The City of Chicago is facing serious fiscal and governing challenges, many of which are the result of the accumulation of generations of decisions made for short-term political expediency, and not the long-term interests and stability of the City; and

WHEREAS, In an effort to address these long-simmering issues, the City engaged Ernst and Young, who prepared a report entitled Financial and Strategic Reform Options (the "EY Report"), which outlined a series of efficiencies and other programmatic reform options for the City to implement beginning in 2026; and

WHEREAS, As part of the FY2026 budget package approved by City Council, SO2025-0021100 (the "2026 Management Ordinance") incorporated many of these proposals, not only to realize the potential savings generated by these efficiencies, but also improve the functioning of City government more generally in order to meet the challenges posed by the rapidly changing economic, political, and technological confronting the City over the coming decades; and

WHEREAS, The incorporated proposals include: (1) developing a comprehensive return-to-work policy for the City's workers' compensation program; (2) conducting a comprehensive technology assessment to enhance the City's technological operational productivity and develop, execute, and strengthen technology in a practical and efficient manner across the City's departments; (3) identifying and selling large, developable assemblages of vacant City-owned parcels; (4) establishing a data-driven replacement schedule for City-owned vehicles; (5) hiring additional attorneys within the Department of Law to reduce the City's reliance on outside counsel; and (6) developing and implementing plans for each workstream identified in the EY Report, including specific benchmarks, targets, performance measures, and anticipated savings; and

WHEREAS, Despite the long history of the annual budget hearings serving as the primary venue for City Council to engage in legislative oversight, meaningful oversight must become a routine part of the cadence of the City's legislative process in order to have any hope of not only implementing the right fixes, but knowing what needs to be fixed in the first place; and

WHEREAS, Like any other legislature under the American system of government, the City Council has the inherent power, in addition to the direct grant of statutory authority under the Illinois Municipal Code, to "investigate the enforcement of the municipal ordinances, rules and regulations, and the action, conduct and efficiency of all officers, agents and employees of the municipality"; and

WHEREAS, Indeed, this essential, inherent power of any legislative body has long been recognized by not only the U.S. Supreme Court -- "the power of inquiry -- with process to enforce it -- is an essential and appropriate auxiliary to the legislative function" because "[a] legislative body cannot legislate wisely or effectively in the absence of information respecting the conditions which the legislation is intended to affect or change" (*McGrain v. Daugherty*) -- but also by the Illinois Supreme Court, specifically with respect to City Council -- "[t]he very existence of a legislative body implies the power to investigate via committees of its members into those affairs with respect to which it may legislate or appropriate funds" (*Du Bois v. Gibbons*); and

WHEREAS, For City Council to fulfill its collective legal and political commitments to our constituents, it must routinely engage in meaningful oversight of the executive branch to ensure that the wishes of the City's residents -- as expressed through their elected representatives -- are diligently pursued and implemented; now, therefore,

*Be It Resolved,* That we, the members of the City Council of the City of Chicago, hereby call upon the Committee on the Budget and Government Operations to convene a subject matter hearing on the status of and the City's progress towards implementing the various workstreams identified in the EY Report, including, specifically, those codified in Sections 21 through 26 of Article V of the 2026 Management Ordinance; and

*Be It Further Resolved,* That such a hearing take place in Council Chambers no later than Wednesday, May 13, 2026; and

*Be It Further Resolved,* That we call upon the interim Chief Financial Officer, the Budget Director, the Comptroller, the Chief Procurement Officer, the Commissioner of Planning and Development, the Commissioner of Fleet and Facility Management, the Chief Information Officer, and the Corporation Counsel to attend such hearing to provide testimony and respond to questions from the committee regarding the foregoing.

## COMMITTEE ON CONTRACTING OVERSIGHT AND EQUITY.

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AMENDMENT OF CHAPTER 2-45 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-45-150 ESTABLISHING ONLINE DATABASE TO TRACK MINORITY-OWNED BUSINESS ENTERPRISE AND WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION COMPLIANCE.

[SO2024-0012388]

The Committee on Contracting Oversight and Equity submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Contracting Oversight and Equity, having under consideration a substitute ordinance introduced by Alderman Daniel LaSpata (which was referred on September 18, 2024) regarding an amendment of Municipal Code Chapter 2-45 by adding new Section 2-45-150 establishing online database to track MBE and WBE utilization compliance, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted wherewith.

This recommendation was concurred in by members of the Committee on Contracting Oversight and Equity on March 18, 2026.

Respectfully submitted,

(Signed) EMMA M. MITTS,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, As stated in Executive Order 2017-2, the City's largest and most impactful development projects -- including but not limited to mixed office, retail and residential complexes, medical and academic institutions, and sports arenas -- receive zoning approval as planned developments; and

WHEREAS, Executive Order 2017-2 directed the Department of Planning and Development to encourage the following goals for each planned development: (1) 26% M.B.E. and 6% W.B.E. participation, applicable to the total construction budget; and (2) 50% City resident hiring applicable to the total construction work hours; and

WHEREAS, According to the July 2024 report provided by the Department of Planning and Development to the Chicago Plan Commission (the "Report"), between September 2017 and June 2024, 100% of the qualifying projects approved by the Chicago Plan Commission committed to meet or exceed these goals; and

WHEREAS, According to the Report, between September 2017 and June 2024, at the time of permit review, proposed participation levels for approved projects averaged 24.3% M.B.E. participation, 5.8% W.B.E. participation, and 48.2% City resident hiring; and

WHEREAS, According to the Report, between September 2017 and June 2024, upon completion of projects and issuance of Certificates of Occupancy, final participation levels averaged 19.5% M.B.E. participation and 24.2% City resident hiring, while W.B.E. participation increased to 6.9%; and

WHEREAS, The above data is limited to developments that completed and submitted affidavits to the City and does not include developments that did not report adherence to utilization goals; and

WHEREAS, Increased transparency regarding M.B.E. and W.B.E. utilization and City resident hiring outcomes will better inform the City Council and the public, increase transparency in development approvals, and encourage adherence to such goals; now, therefore,

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

SECTION 1. Chapter 2-45 of the Municipal Code of Chicago shall be amended by inserting a new Section 2-45-150, as follows:

2-45-150 Utilization Database.

(a) For the purposes of this section, the following definitions shall apply:

The term "City resident hiring utilization goal" means an aspirational goal for Chicago residents to perform a minimum number of work hours on the applicable project.

The term "commercially useful function" has the meaning ascribed in Section 2-92-670 of this Code.

The term "covered project" means any project that: (1) receives financial assistance, planned development approval, or other discretionary City approval; and (2) includes a commitment to meet or exceed M.B.E. and W.B.E. utilization goals or City resident hiring utilization goals.

The term "financial assistance" has the meaning ascribed in Section 2-44-085 of this Code.

The term "M.B.E." has the meaning ascribed in Section 2-92-670 of this Code.

The term "M.B.E. and W.B.E. utilization goal" means an aspirational goal to utilize or award subcontracts to M.B.E.s and W.B.E.s, including but not limited to in connection with financial assistance, planned development approval, or other discretionary City approval.

The term "W.B.E." has the meaning ascribed in Section 2-92-670 of this Code.

(b) The Department shall create an online database to track outcomes associated with M.B.E. and W.B.E. utilization goals, and City resident hiring utilization goals that contains, at a minimum, the following information for each covered project:

(1) the name and business address of the owner and developer of the covered project;

(2) the address, ward, and a brief description of the covered project;

(3) any applicable M.B.E. and W.B.E. utilization goals and City resident hiring utilization goals;

(4) the date any financial assistance, planned development approval, or discretionary City approval was granted;

(5) the outcomes associated with the applicable M.B.E. and W.B.E. utilization goals and City resident hiring utilization goals, including a description of any good faith efforts,

waivers, liquidated damages, or mitigating factors related to failure to meet such goals;

(6) the name and business address of any M.B.E. or W.B.E. subcontractor or supplier performing a commercially useful function on the covered project, including a brief description of the work performed, or product or service supplied, by each subcontractor or supplier;

(7) the number of work hours completed by City residents compared to the total number of work hours; and

(8) any other information deemed necessary or useful by the Commissioner related to adherence to applicable M.B.E. and W.B.E. utilization goals and City resident hiring utilization goals.

(c) The owner and developer of a covered project shall submit to the Department, in a form approved by the Commissioner, all of the information required under subsection (b) of this section, as available: (1) prior to Chicago Plan Commission approval; (2) concurrently with an application for permit review; and (3) concurrently with an application for a Certificate of Occupancy. Upon receipt, and subject to applicable law, the Department shall make all such information available to the public via an online dashboard.

(d) Each contract, planned development approval, or other document containing a M.B.E. and W.B.E. utilization goal or City resident hiring utilization goal shall incorporate terms necessary to implement and enforce this section.

SECTION 2. This ordinance shall take effect immediately upon passage and publication.

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AMENDMENT OF 2025 MARKETING PROGRAM AGREEMENT TO INCLUDE ADDITIONAL COMMERCIAL CORRIDORS AND EXECUTION OF SERVICE AGREEMENT WITH LOCAL INITIATIVES SUPPORT CORPORATION AS PROJECT MANAGER.

[SO2026-0023320]

The Committee on Contracting Oversight and Equity submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Contracting Oversight and Equity, having under consideration a substitute ordinance introduced by Mayor Brandon Johnson (which was referred on February 18, 2026, regarding a new agreement of Market Development Program for corridors through 2029, naming local initiatives support corporation as Project Manager, with expanded duties including map boundary updates, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted wherewith.

This recommendation was concurred in by members of the Committee on Contracting Oversight and Equity on May 18, 2026.

Respectfully submitted,

(Signed) EMMA M. MITTS,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance (the "Initial Ordinance") adopted by the City Council ("City Council") of the City of Chicago (the "City") on April 24, 2020 and published at pages 15224 to 15231 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, the City Council approved a program to market sites to prospective businesses, developers and investors and market

various economic development programs and incentives (the "Marketing Program") within 12 commercial corridors (the "Initial Priority Corridors") for calendar year 2020 through calendar year 2024 pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on January 15, 2025 and published at pages 23179 to 23186 of the *Journal* of such date, as amended by an ordinance adopted by the City Council of the City on June 18, 2025 and published at pages 29184 to 29188 of the *Journal* of such date (as amended, the "2025 Ordinance"), the City Council approved the Marketing Program within 14 commercial corridors (the "2025 Priority Corridors") from the effective date of the 2025 Ordinance through December 31, 2025, pursuant to the Act; and

WHEREAS, The City desires to include in the Marketing Program the 13 commercial corridors (the "Priority Corridors") listed in Exhibit A to this ordinance, beginning on the date this ordinance shall take effect ("Effective Date") and ending on December 31, 2029 (the "Term"); and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the 79th Street (Stony Island to Exchange) Priority Corridor in an amount (the "Annual Maximum") not to exceed $50,000 for the remainder of calendar year 2026 and $100,000 in each calendar year 2027 through 2029 during the Term from incremental taxes from the Avalon Park/South Shore and 71st/Stony Island redevelopment project areas (with such incremental taxes from the 71st/Stony Island redevelopment project area not to exceed five percent (5%) of the Annual Maximum) or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the 79th Street (Wallace to Paulina) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the 79th Street Corridor redevelopment project area, or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the Cermak (Trumbull to Albany) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the Ogden/Pulaski redevelopment project area, or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the Chicago Avenue (Austin to Laramie) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the

Austin/Commercial redevelopment project area, or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the 47th Street (Hoyne to Loomis) and Ashland (43rd Street to 49th Street) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the 47th/Ashland redevelopment project area, or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the Chicago Avenue (Pulaski to Kedzie) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the Chicago/Central Park and Division/Homan redevelopment project areas (in a proportion to be determined by the Commissioner of Planning and Development or their designee (each, an "Authorized Officer")), or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the North Avenue (Lowell to Ridgeway) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the Pulaski Corridor redevelopment project area, or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the 16th Street (Kedzie to Pulaski) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the Midwest redevelopment project area, or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the Michigan Avenue (110th Street to 119th Street) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the Roseland/Michigan redevelopment project area, or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the Halsted (107th Street to 119th Street) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the 119th/Halsted and 107th/Halsted redevelopment project areas (in a proportion to be determined by an Authorized Officer), or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the Commercial Avenue (87th Street to 92nd Street) Priority Corridor in an amount not to

exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the Commercial Avenue redevelopment project area, or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the 63rd Street (King Drive to Dorchester) and Cottage Grove (62nd Street to 67th Street) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the Woodlawn and the West Woodlawn redevelopment project areas (in a proportion to be determined by an Authorized Officer), or any other funds legally available to the City for this purpose; and

WHEREAS, The City Council desires to authorize DPD to fund the Marketing Program in the 47th Street (Prairie to Cottage Grove) and Cottage Grove (42nd Street to 47th Street) Priority Corridor in an amount not to exceed the Annual Maximum in each calendar year during the Term from incremental taxes from the 43rd/Cottage Grove and 47th/King Drive redevelopment project areas (in a proportion to be determined by an Authorized Officer), or any other funds legally available to the City for this purpose; and

WHEREAS, Pursuant to the Initial Ordinance, the City Council approved DPD's designation of Local Initiatives Support Corporation, a New York not-for-profit corporation, to partner with the City to achieve the objectives of the Marketing Program (the "Project Manager") and to enter into an agreement (the "Initial Program Agreement") with the Project Manager to manage the Marketing Program in the Initial Priority Corridors; and

WHEREAS, The term of the Initial Program Agreement expired on December 31, 2024; and

WHEREAS, Pursuant to the 2025 Ordinance, the City Council authorized the execution of an agreement (the "2025 Program Agreement") with the Project Manager to manage the Marketing Program in the 2025 Priority Corridors; and

WHEREAS, The term of the 2025 Program Agreement expires on December 31, 2025; and

WHEREAS, The City Council desires to authorize DPD to enter into a new agreement (the "Program Agreement") with the Project Manager to (a) achieve the objectives of the Marketing Program for the Term, (b) require the Project Manager to manage the Marketing Program in the Priority Corridors, including the work responsibilities as designated under the Initial Ordinance and as supplemented by the work responsibilities as described in Exhibit B to this ordinance, which is incorporated herewith and made a part hereof, and (c) provide for total compensation not to exceed $650,000 for calendar year 2026 and $1,300,000 for each calendar year 2027, 2028 and 2029 of the Term, for an aggregate amount not to exceed $4,550,000; and

WHEREAS, All work required by the Program Agreement shall be during the Term, and shall only be performed in portions of each Priority Corridor that are located within a redevelopment project area from which funding has been authorized by this ordinance; and

WHEREAS, No payment or reimbursement shall be made to the Project Manager pursuant to the Program Agreement from incremental taxes from a redevelopment project area for any costs that are not eligible for payment or reimbursement under the Act; 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. An Authorized Officer is hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Program Agreement between the City and the Project Manager, and such other supporting documents as may be necessary to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the persons executing the Program Agreement.

SECTION 3. An Authorized Officer is hereby authorized to execute such documents as may be necessary to implement this ordinance, subject to the approval of the Corporation Counsel.

SECTION 4. An Authorized Officer shall publish maps of the Priority Corridors prior to the execution of the Program Agreement and update the maps promptly after any changes to the boundaries of any Priority Corridor.

SECTION 5. 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 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".*

*List Of Priority Corridors.*

The following are the Priority Corridors designated by the City**:

1. 79th Street (Stony Island to Exchange);
2. 79th Street (Wallace to Paulina);
3. Cermak (Trumbull to Albany);
4. Chicago Avenue (Austin to Laramie);
5. 47th Street (Hoyne to Loomis), Ashland (43rd Street to 49th Street);
6. Chicago Avenue (Pulaski to Kedzie);
7. North Avenue (Lowell to Ridgeway);
8. 16th Street (Kedzie to Pulaski);
9. Michigan Avenue (110th St. to 119th St.);
10. Halsted (107th Street to 119th Street);
11. Commercial Avenue (87th Street to 92nd Street);
12. 63rd Street (King Drive to Dorchester), Cottage Grove (62nd Street to 67th Street);
13. 47th Street (Prairie to Cottage Grove), Cottage Grove (42nd Street to 47th Street);

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** The boundaries of the Priority Corridors shall be established by DPD, subject to modification from time to time.

*Exhibit "B".*

*Work Responsibilities Of The Project Manager.*

The Project Manager shall perform, or hire or contract with individuals or organizations to perform, some or all of the following responsibilities, as agreed to by DPD:

1. Provide information to property owners, businesses and other interested parties about DPD's economic development programs;

2. Oversee the marketing and branding of each Priority Corridor;

3. Develop and provide workshops, trainings, and events in order to build stronger connections among real estate professionals and corridor managers; and increase corridor manager knowledge about real estate development processes;

4. Support at least four site redevelopment projects per corridor to completion or to be under way by December 31, 2029, by building connections between small businesses, developers, professional services, and city incentive programs;

5. Identify and engage professionals (architects, graphic designers, construction and/or cost estimators, and marketing and/or branding professionals) with experience in commercial corridors similar to the Priority Corridors to help develop strategies for developing and marketing sites within the Priority Corridors; and

6. Perform such other responsibilities as may be required by DPD.

In addition to the responsibilities listed above, the scope of the Project Manager's responsibilities includes the following task:

Task: Preparing Corridor Managers To Market Sites To Prospective Businesses, Developers, and Investors for Redevelopment. The Project Manager and its consultants will lay the groundwork for corridor managers to lead and market sites for redevelopment. The subtasks and deliverables for this task may include:

1. Create a list of corridor real estate sites and vacancies, focusing on sites on which redevelopment could take place during the program term;

2. Develop a framework for funding projects on redevelopment sites, including cataloging public grant and incentive timelines, coordinating with the Illinois Department of Commerce and Economic Opportunity and with Cook County, and sharing information about potential projects on redevelopment sites with philanthropic and banking partners; and

3. Create a rubric of minimum organizational needs for driving projects on redevelopment sites.

## COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

APPOINTMENT OF ERIC KIRSAMMER AS MEMBER OF CENTRAL LAKEVIEW/ WRIGLEYVILLE COMMISSION (SPECIAL SERVICE AREA NO. 17-2025).
[A2026-0024856]

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

CHICAGO, May 11, 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 May 11, 2026, recommends *Approval* of the appointment of Eric Kirsammer as a member of Special Service Area Number 17-2025, the Central Lakeview/ Wrigleyville Commission (A2026-0024856), introduced on April 15, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Eric Kirsammer as a member of the Central Lakeview/ Wrigleyville Commission (Special Service Area Number 17-2025) 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 JEANNE SALITURE AS MEMBER OF CENTRAL LAKEVIEW/ WRIGLEYVILLE COMMISSION (SPECIAL SERVICE AREA NO. 17-2025).
[A2026-0024858]

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

CHICAGO, May 11, 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 May 11, 2026, recommends *Approval* of the appointment of Jeanne Saliture as a member of Special Service Area Number 17-2025, the Central Lakeview/ Wrigleyville Commission (A2026-0024858), introduced on April 15, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Jeanne Saliture as a member of the Central Lakeview/ Wrigleyville Commission (Special Service Area Number 17-2025) 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 JOSE CRUZ AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2026-0024859]

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

CHICAGO, May 11, 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 May 11, 2026, recommends *Approval* of the appointment of Jose Cruz as a member of Special Service Area Number 24, the Clark Street Commission (A2026-0024859), introduced on April 15, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Jose Cruz as a member of the Clark Street Commission (Special Service Area Number 24) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, 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 LINDSAY MOYER AS MEMBER OF DIVISION/DEARBORN COMMISSION (SPECIAL SERVICE AREA NO. 82).

[A2026-0024860]

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

CHICAGO, May 11, 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 May 11, 2026, recommends *Approval* of the appointment of Lindsay Moyer as a member of Special Service Area Number 82, the Division/Dearborn Commission (A2026-0024860), introduced on April 15, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Lindsay Moyer as a member of the Division/Dearborn Commission (Special Service Area Number 82) 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 ADAM RISOLIA AS MEMBER OF DIVISION/DEARBORN COMMISSION (SPECIAL SERVICE AREA NO. 82).

[A2026-0024861]

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

CHICAGO, May 11, 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 May 11, 2026, recommends *Approval* of the appointment of Adam Risolia as a member of Special Service Area Number 82, the Division/Dearborn Commission (A2026-0024861), introduced on April 15, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Adam Risolia as a member of the Division/Dearborn Commission (Special Service Area Number 82) 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 LAURETTA STEWART AS MEMBER OF DIVISION/ DEARBORN COMMISSION (SPECIAL SERVICE AREA NO. 82).

[A2026-0024862]

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

CHICAGO, May 11, 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 May 11, 2026, recommends *Approval* of the appointment of Lauretta Stewart as a member of Special Service Area Number 82, the Division/Dearborn Commission (A2026-0024862), introduced on April 15, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Lauretta Stewart as a member of the Division/Dearborn Commission (Special Service Area Number 82) 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 CLASS 7(b) TAX INCENTIVE WITH UNITED CENTER JOINT VENTURE FOR PROPERTY 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 Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 11, 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 May 11, 2026, recommends passage of an ordinance for a Class 7(b) tax incentive with United Center Joint Venture for property at 1931 -- 1935 West Madison Street, 1950 -- 1956 and 1830 -- 1859 West Adams Street, 121 South Damen Avenue and 1728, 1859 and 1925 West Monroe Street (O2026-0024099), introduced on March 18, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

On motion of Alderperson Curtis, 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, Pursuant to an ordinance adopted by the City Council of the City (the "City Council"), the City established "Enterprise Zone Chicago IV" in accordance with the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., finding, among other things, that Enterprise Zone Chicago IV is a depressed area; and

WHEREAS, Certain real estate generally located at 1931 -- 1935 West Madison Street, Chicago, Illinois, 60612; 1950 -- 1956 and 1830 -- 1859 West Adams Street, Chicago, Illinois, 60612; 121 South Damen Avenue, Chicago, Illinois, 60612 and 1728, 1859 and 1925 West Monroe Street, Chicago, Illinois, 60612 in the City, as more precisely described on Exhibit A attached hereto and hereby made a part hereof (the "Project Site"), is located within the boundaries of Enterprise Zone Chicago IV; and

WHEREAS, United Center Joint Venture, an Illinois general partnership (the "Applicant"), proposes to construct a new approximately 800,000 square-foot mixed-use development on the 535,779 square-foot Project Site that will feature hotel, retail, parking, and entertainment uses (the "Project"); and

WHEREAS, The Applicant purchased the Project Site for value; and

WHEREAS, The Project will increase employment opportunities, economic activity in the area and growth in the real property tax base; and

WHEREAS, The redevelopment objective of the City in connection with the Project Site is to redevelop underutilized properties, attract new businesses and retain and encourage the expansion of existing viable businesses, increase employment opportunities, increase economic activity in the area and growth in the real property tax base; and

WHEREAS, The intended use by the Applicant of the Project Site is to construct a new mixed-use development that will feature hotel, retail, parking, and entertainment uses; and

WHEREAS, Section 74-65(b) of the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), provides that in connection with filing an eligibility application with the Office of the Assessor of Cook County, Illinois (the "Assessor"), an applicant for Class 7(b) classification must obtain an ordinance or resolution from the municipality in which the real estate is located expressly stating, among other things, that (a) the municipality has determined that eligibility factors (1) through (5) under Section 74-65(a) of the County Ordinance are present, and

(b) the municipality supports and consents to the Class 7(b) application to the Assessor; and

WHEREAS, The City's Department of Planning and Development has reviewed the Project and has determined that it meets the necessary eligibility requirements for Class 7(b) designation, and hereby recommends to the City Council that the City expressly determine, among other things, by ordinance that (a) the required eligibility factors are present, and (b) the City supports and consents to the Class 7(b) application to the Assessor by the Applicant for the Project; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the Project meets eligibility factor (1) under Section 74-65(a) of the County Ordinance in that the Project Site is located in an area in need of commercial development and designated by the City as Enterprise Zone Chicago IV.

SECTION 3. The City hereby determines that the Project meets eligibility factor (2) under Section 74-65(a) of the County Ordinance in that real estate taxes in the area during the last six years have either declined, remained stagnant and/or potential real estate taxes are not being fully realized due to the depressed condition of the area, and/or the Project Site, or property values as determined by the assessed value ("AV") or equalized assessed value ("EAV") for the Project Site have declined over the last six years, or property values as determined by the AV or EAV are increasing at a rate that is less than the balance of the City's AV or EAV for the last six years; or property values as determined by the AV or EAV for the Project Site are increasing at a rate that is less than Consumer Price Index (CPI) for All Urban Consumers as published by the U.S. Department of Labor for the last six years.

SECTION 4. The City hereby determines that the Project meets eligibility factor (3) under Section 74-65(a) of the County Ordinance in that there is a reasonable expectation that the Project is viable and likely to go forward on a reasonably timely basis if granted Class 7(b) designation and will therefore result in the economic enhancement of the area.

SECTION 5. The City hereby determines that the Project meets eligibility factor (4) under Section 74-65(a) of the County Ordinance in that certification of the Project for Class 7(b) designation will materially assist development, redevelopment or rehabilitation of the area and the Project would not go forward without the full incentive offered under Class 7(b).

SECTION 6. The City hereby determines that the Project meets eligibility factor (5) under Section 74-65(a) of the County Ordinance in that certification of the Project for Class 7(b) designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the area.

SECTION 7. The City hereby expressly determines that eligibility factors (1) through (5) under Section 74-65(a) of the County Ordinance are present for the Project, and hereby expressly supports and consents to the Class 7(b) application of the Applicant to the Assessor for Class 7(b) designation of the Project and the Project Site.

SECTION 8. The City has received and filed the Applicant's Economic Disclosure Statement, as defined in the County Ordinance.

SECTION 9. The Commissioner of Planning and Development (the "Commissioner"), or a designee of the Commissioner, are each hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Applicant with the Assessor for Class 7(b) designation of the Project.

SECTION 10. The Commissioner or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 11. 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 12. This ordinance shall be effective from and after its passage and approval.

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of Project Site.*

Parcel 6:

All of Block 4 in Ashland's Second Addition to Chicago, being a subdivision of the west 1/2 of the northeast 1/4 of Section 18, Township 39 North, Range 14, East of the

Third Principal Meridian, in Cook County, Illinois, together with all of the vacated alleys lying within said Block 4, together with the vacated north half of Monroe Street lying south of and adjoining said Block 4, lying east of the east line of Damen Avenue and west of the centerline of Winchester Avenue, together with the vacated west half of Winchester Avenue lying east of and adjoining said Block 4, lying north of the centerline of Monroe Street and lying south of the south line of Madison Street.

Permanent Index Numbers:

17-18-200-027-0000; and

17-18-200-028-0000.

Parcel 11 (Block 209):

Lots 1 through 11, both inclusive, and Lots 17 through 32, both inclusive, in Block 5 in Ashland's Second Addition to Chicago; and Lots 1 through 6, both inclusive, in Bowen's Subdivision of Lots 12 to 16, both inclusive, in Block 5 in Ashland's Second Addition to Chicago, all being a subdivision of the west 1/2 of the northeast 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated alleys in said Block 5, and together with the west 1/2 of vacated Winchester Avenue lying south of the centerline of Monroe Street and north of the north line of Adams Street, together with the south half of vacated Monroe Street lying east of the east line of Damen Avenue and lying west of the centerline of Winchester Avenue, in Cook County, Illinois.

Parcel 12 (Block 210):

Lots 1 through 32, both inclusive, in Foss Subdivision of Block 6 in Ashland's Second Addition to Chicago, together with the vacated alleys within said Block 6, all in the west 1/2 of the northeast 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated east half of Winchester Avenue lying south of the centerline of Monroe Street and north of the north line of Adams Street, together with the vacated south half of Monroe Street lying east of the center line of Winchester Avenue and lying west of the centerline of Wolcott Avenue, together with the vacated west half of Wolcott Avenue lying south of the centerline of Monroe Street and north of the north line of Adams Street, in Cook County, Illinois.

Parcel 13 (Block 211):

Lots 1 through 11 in Assessor's Subdivision of Lots 1 to 11 in Block 7 of Ashland's Second Addition to Chicago, and Lots 12 through 32 in Block 7 in Ashland's Second Addition to Chicago, together with the two vacated east-west 12-foot alleys and the vacated north-south 16-foot alley in said Block 7, all being a subdivision of the west 1/2 of the northeast 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated south half of Monroe Street lying east of the centerline of Wolcott Avenue and west of the centerline of Honore Street, together with the vacated east half of Wolcott Avenue lying south of the centerline of Monroe Street and north of the north line of Adams Street. Commonly known as: 1901 West Madison Street (Parcels 11, 12 and 13), Chicago, Illinois.

Property Address of Real Estate:

1931 -- 1935 West Madison Street, Chicago, Illinois 60612;

1950 -- 1956 and 1830 -- 1859 West Adams Street, Chicago, Illinois 60612;

121 South Damen Avenue, Chicago, Illinois 60612; and

1728, 1859 and 1925 West Monroe Street, Chicago, Illinois 60612.

Permanent Tax Identification Numbers:

17-18-200-027/-028;

17-18-209-023/-028/-029/-032;

17-18-210-033; and

17-18-211-039/-040.

*Exhibit "B".*
(To Ordinance)

*Redevelopment Agreement.*

**TAX INCENTIVE CLASSIFICATION REDEVELOPMENT AGREEMENT**
**(United Center Joint Venture)**

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

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**PROJECT INFORMATION**

| **Term (Agreement Section where first used)** | **Definition** |
|---|---|
| Agreement Date (preamble) | _____, 2026 |
| Developer (preamble) | United Center Joint Venture, an Illinois general partnership. |
| Project (3.01) | The Developer will construct a new approximately 800,000 square-foot mixed-use development on the 535,779 square foot Project site that will feature hotel, retail, parking, and entertainment uses. |
| Ordinance Date (Recitals) | [DATE OF ORDINANCE APPROVING THIS AGREEMENT] |
| Commencement Date (3.01) | 30 days after the Agreement Date |
| Completion Date (3.01) | Three (3) years after the Commencement Date |
| Facility (3.04) | The approximately 800,000 total square foot buildings located on the Property. |
| Minimum Project Investment (3.04) | $500,000,000 see Project Budget [Subject to Further Revision Prior to Closing] |
| Certificate Deadline (5.03) | [THE DATE 3 YEARS AFTER THE ORDINANCE DATE] |
| Notice Addresses (12.14) | If to the Developer: 1901 West Madison Street, Chicago, Illinois 60612, Attention: Steve Rucks.<br><br>If to the Developer's Counsel: DLA Piper, LLP (US), 444 West Lake Street, Suite 900, Chicago, IL 60606, Attention: Katie C. Jahnke Dale, Partner.<br><br>If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division |
| Tax Incentive (Recitals) | The Class 7b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date. |

**Signature page to Redevelopment Agreement**

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

**United Center Joint Venture**
an Illinois general partnership

By:_____
Name:
Title:

**CITY OF CHICAGO, through its Department of Planning and Development**

By:_____
Ciere Boatright,
Commissioner of Planning and Development

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the [manager] of United Center Joint Venture, an Illinois general partnership ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by Developer, as the Representative's free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

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

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

_____
Notary Public

My Commission Expires_____

(SEAL)

**SECTION 1. RECITALS**

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

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

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

**SECTION 2. DEFINITIONS**

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

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

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

"City Council" shall have the meaning set forth in the Recitals hereof.

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

"Corporation Counsel" shall mean the City's Department of Law.

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

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

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

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

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

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

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

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

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Park" shall mean the definition as described in Planned Development 522.

"Planned Development 522" shall mean the planned development approved and adopted by the City Council of the City of Chicago on October 23, 1991, at pages 6949 through 6969, as subsequently amended.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

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

"Tenant" shall mean the third party, or such other tenant approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

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

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

**SECTION 3. THE PROJECT**

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

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change

in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

**SECTION 4. CONDITIONS PRECEDENT**

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

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

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

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

**SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION**

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

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement

detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

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

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

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

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

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

**SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

(a) Developer is a general partnership duly formed and validly existing under the laws of the State of Illinois, and is qualified to do business in the State of Illinois, and is duly qualified or licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

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

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

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

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

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(j) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant

to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(k) Developer shall, at its sole cost and expense and within four (4) years following the Agreement Date, fund the design and construction of publicly accessible park spaces, as defined in Planned Development 522, ("Park") consisting of a total of approximately [89,000] square feet on area adjacent to or within Planned Development 522. Such Park shall remain generally accessible to the public during the hours of operation of the Chicago Park District. Developer and DPD shall reasonably cooperate to identify the location of such park space.

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

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 172 full-time equivalent (minimum of 35 hours per week), construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 193 additional full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 365 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

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

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

any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

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

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

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

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

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

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

6.14 Governmental Charges.

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

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal

proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

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

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

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

6.16 FOIA and Local Records Act Compliance.

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

(b) Exempt Information. Documents that the Developer submits to the City with the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that

would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

**SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT**

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

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

**SECTION 8. ENVIRONMENTAL MATTERS**

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

**SECTION 9. INDEMNIFICATION**

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

of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

**SECTION 10. DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 11. MORTGAGING OF THE PROJECT**

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

**SECTION 12. GENERAL PROVISIONS**

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

Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

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

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

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

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

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

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

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

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

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

12.11 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or

determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

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

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

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

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

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

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

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

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

[(Sub)Exhibit "A" referred to in this Redevelopment Agreement constitutes Exhibit "A" to ordinance and printed on pages 43212 through 43214 of this *Journal*.]

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

*(Sub)Exhibit "B".*
(To Redevelopment Agreement)

*MBE/WBE Budget.*

| | |
|---|---|
| Minimum Project Investment: | $500,000,000 |
| Hard Construction Costs: | 375,000,000 |
| M/WBE Targets: | |
| MBE | 97,500,000 (26%) |
| WBE | 22,500,000 (6%) |
| Total M/WBE Budget: | $120,000,000 |

*(Sub)Exhibit "C".*
(To Redevelopment Agreement)

*Insurance Requirements.*

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

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

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

Commercial General Liability Insurance (Primary And Umbrella).

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

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

Workers' Compensation And Employer's Liability.

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

Automobile Liability (Primary And Umbrella).

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

*(Sub)Exhibit "D".*
(To Redevelopment Agreement)

*Annual Compliance Report.*

*United Center Joint Venture.*
Agreement Dated As Of [Insert Date]
[Insert Year] Annual Compliance Report.

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

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

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

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

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

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

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

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

-- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.

-- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business.

-- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.

-- Delivery of updated insurance certificate (Section 6.09).

-- Provide evidence of payment of Non-Governmental Charges (Section 6.13).

-- Compliance with all executory provisions of the RDA.

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

-- The Project is in operation.

-- The Property is [Insert Percentage] occupied.

-- The Project has [Insert Number] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

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

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

Attachments.

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

United Center Joint Venture,
an Illinois general partnership

[Insert Date]

*(Sub)Exhibit "E".*
(To Redevelopment Agreement)

*Construction Compliance.*

Agreements With Contractors.

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

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

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

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

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to

the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

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

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

i. At least 26 percent by MBEs; and

ii. At least 6 percent by WBEs.

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

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

work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

SUPPORT OF CLASS L TAX INCENTIVE WITH 30 NORTH LASALLE OWNER LLC FOR PROPERTY AT 30 N. LASALLE ST.

[O2026-0023781]

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

CHICAGO, May 11, 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 for a Class L tax incentive with 30 North LaSalle Owner LLC for property at 30 North LaSalle Street (O2026-0023781), introduced on March 12, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

On motion of Alderperson Curtis, 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 Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in Cook County and contribute to the economic well-being of Cook County by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, 30 North LaSalle Owner LLC, a Delaware limited liability company (the "Owner"), is the owner of the historic building (the "Building") located at 30 North LaSalle Street in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof; and

WHEREAS, It is anticipated that the Owner will divide the Building through vertical separation and the portions of the Building including portions of ground floor, and floors 19 through 44 of the Building shall be real property that is legally distinct from the remainder of the Building, which is herein referred to as the "Project Real Estate"; and

WHEREAS, The City Council of the City (the "City Council") is expected to adopt an ordinance in 2026 designating the Building as a Chicago Landmark pursuant to the criteria established in Section 2-120-580, et seq. of the Municipal Code of Chicago (the "Municipal Code"), and such designation as a Chicago Landmark meets the definition of landmark pursuant to the County Ordinance; and

WHEREAS, The Owner proposes to rehabilitate the Project Real Estate, thereby preserving the Building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base (the "Project"); and

WHEREAS, The redevelopment objective of the City in connection with the Project Real Estate is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; provide greater tax revenues to the City and Cook County by increasing economic activity at the Building; and facilitate the preservation of a historically significant building; and

WHEREAS, The Owner intends to use the Project Real Estate for commercial purposes after the Project is completed by operating it for office and retail uses (each an "Intended Use"); and

WHEREAS, The Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the County Ordinance; and

WHEREAS, Pursuant to the County Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which: (1) is a Landmark (as defined in the County Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in the County Ordinance), which constitutes an investment by the owner of at least 50 percent of the building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building only, except that if the entire building has been vacant and unused for at least 24 continuous months prior to the filing of the eligibility application with the Assessor, the land upon which the building is situated shall be eligible for the incentive; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located an ordinance or resolution which expressly states, among other things, that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in the County Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in the County Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in the County Ordinance); and

WHEREAS, On December 4, 2025, the Landmarks Commission issued a written recommendation of the Project to the City Council recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof; and

WHEREAS, The Project Real Estate has been occupied and used for the 24-month period prior to the filing of the Class L eligibility application with the Assessor, making the Class L incentive applicable to the Project Real Estate only; and

WHEREAS, The City encourages goals of: (i) in accordance with Section 2-92-420, et seq. of the Municipal Code, 26 percent Minority-owned Business Enterprises and 6 percent Women-owned Business Enterprises participation (measured against the total construction budget for the Project or any phase thereof), and (ii) in accordance with Section 2-92-330 of the Municipal Code, 50 percent City resident hiring (measured against the total construction work hours for the Project or any phase thereof), where possible, and the Owner has acknowledged that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and City residents to compete for contracts and jobs on construction projects approved by the City; and

WHEREAS, The Department of Planning and Development of the City has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to City Council that the City expressly determine by ordinance, among other things, that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Secretary of the Interior's Standards for the Treatment of Historic Properties; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive. The City's support and consent to the grant of certification for the Class L incentive for the Project Real Estate is expressly conditioned upon the substantial completion of the Project as proposed by the Owner and approved by the City, both upon completion of the Substantial Rehabilitation of the Project Real Estate and during the term of the Class L incentive.

SECTION 4. The Project is anticipated to be completed by July 1, 2029. The Commissioner of Planning and Development (the "Commissioner") or a designee of the Commissioner (together with the Commissioner, an "Authorized Officer") shall have discretion to extend the construction completion date by issuing a written extension letter in response to a written request from the Owner. To the extent that the Project Real Estate is not rehabilitated, used or maintained during the term of the Class L incentive in a manner which is substantially consistent with the approved Project or Intended Use, as determined by the Authorized Officer, the Authorized Officer is hereby authorized to take such steps as may be necessary and appropriate to withdraw the City's support and consent to the Class L incentive, which may cause the Class L certification to be terminated or revoked.

SECTION 5. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, a copy of which is attached hereto as Exhibit 2, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Secretary of the Interior's Standards for the Treatment of Historic Properties.

SECTION 6. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 7. The Authorized Officer is hereby authorized to deliver a certified copy of this Ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Owner with the Assessor for Class L designation of the Project Real Estate.

SECTION 8. The Authorized Officer is hereby authorized to enter into and execute such instruments and agreements, and perform any and all acts, as shall be necessary or advisable in connection with the Project which reflect the terms and conditions as may be imposed or approved in connection with the Project by the Authorized Officer.

SECTION 9. The Authorized Officer is hereby authorized to approve minor changes in the scope of work and budget delineated on (Sub)Exhibits A and B to Exhibit 2 hereof, provided that changes in the Building conditions warrant such changes and will not change the suitability of the Project Real Estate for the Intended Use (all as determined in the sole discretion of the Authorized Officer). Changes to the Project budget delineated on (Sub)Exhibit A to Exhibit 2 shall not require prior City approval provided that the Project is substantially completed in accordance with the scope of work defined in (Sub)Exhibit B to Exhibit 2 and achieves the minimum investment required for Class L eligibility.

SECTION 10. Upon request by the Owner for a final determination of the eligibility of the Project Real Estate for the Class L incentive by the Landmarks Commission pursuant to the County Ordinance upon completion of the Substantial Rehabilitation of the Project Real Estate, the Authorized Officer shall verify that the work performed substantially conforms to the Project approved by the City and that the Project Real Estate is eligible for the Class L incentive (the "Final Determination").

SECTION 11. Any conveyance of all or a portion of the Project Real Estate by the Owner before the Final Determination shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void. Any renewed support and consent of the City for the Class L incentive contemplated in connection with the Project undertaken by a successor in interest to the Owner of the Project Real Estate prior to the Final Determination shall require additional authorization by the City Council. Any change prior to the Final Determination in the direct owners in excess of 7.5% of the Owner or who constitute the direct or indirect controlling parties of the Owner, as determined by the Corporation Counsel (an "Ownership Change"), shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void, unless such Ownership Change is approved by the Authorized Officer in his or her discretion.

SECTION 12. No permit fee waiver(s) pursuant to Section 2-120-815 of the Municipal Code from the City related to the Project Real Estate shall be granted to the Owner during the rehabilitation of the Project and prior to the expiration of the Class L incentive related to the Project Real Estate.

SECTION 13. To the extent that any ordinance, resolution, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 14. To assist the City in promoting and tracking M/WBE and City resident participation, the Owners shall provide information to the City's Committee on Economic, Capital and Technology Development (the "Committee") at two points in the City approval process for the Project. First, the Owners shall submit to the Committee an M/WBE Participation Proposal ("Participation Proposal") prior to commencement of construction of the Project. The Participation Proposal shall identify the Owners' goals for participation of certified M/WBE firms in the design, engineering, and construction of the Project, and of City residents in the construction work. The Participation Proposal shall include a description of the Owners' proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, prior to issuance of a Final Determination for the Project or any phase thereof, the Owners shall provide the Committee with the actual level of M/WBE and City resident participation in the Project or any phase thereof, and evidence of such participation. In addition to the foregoing, the Committee may request such additional information as the Committee determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in projects that seek the Class L classification.

SECTION 15. This ordinance shall take effect upon its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

*Exhibit 1.*
(To Ordinance)

*Legal Description.*

(Subject To Final Title And Survey)

Address Commonly Known As:

30 North LaSalle Street

Legal Description:

Parcel 1:

The south 80 feet of Lot 1 and the south 80 feet of the east 20 feet of Lot 2, all in Block 55 in the Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 1 (except the south 80 feet thereof) and the east 20 feet of Lot 2 (except the south 80 feet thereof), all in Block 55 in the Original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 2 (except the east 20 feet thereof) in Block 55 in Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

The east 40 feet of Lot 3 in Block 55 in Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Note: The Class L project will substantially rehabilitate the building for the re-occupancy of a portion of the building with office and commercial uses. The remainder of the building will remain available for redevelopment, and may be redeveloped with residential uses as part of a separate scope of work. A PIN Division application will be filed to create separate PINs for the office uses, ground floor commercial uses, and the remainder of the building. If the remainder of the building is developed with residential uses, the Class L incentive would not apply to the residential portion of the building.

*Exhibit 2.*
(To Ordinance)

*Commission On Chicago Landmarks Recommendation To The City Council.*

City Of Chicago
Commission On Chicago Landmarks
December 4, 2025

Recommendation To The City Council That
A Class L Real Estate Tax Reduction Be Approved For

30 North LaSalle
30 North LaSalle Street

To the Mayor and members of the City Council of the City of Chicago:

Whereas, The Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed exterior and interior rehabilitation of the building at

30 North LaSalle Street (the "Building", and its rehabilitation, the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L real estate tax incentive (the "Class L"); and

Whereas, The building was preliminary recommended as a Chicago Landmark by the Commission on December 4, 2025; now, therefore,

The Commission On Chicago Landmarks Hereby:

1. Incorporates the above recitals; and

2. Finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as (Sub)Exhibits A and B respectively, that the Project meets or exceeds the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings; and

3. Finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance; and

4. Recommends, conditioned upon a final determination by the Commission and the City Council to designate the building as a Chicago Landmark, that the Project be approved for the Class L incentive.

The above recommendation was passed 7 -- 0 with one Commission member recusing himself.

(Signed) Ernest C. Wong
Chairman

Dated: December 4, 2025

(Sub)Exhibits "A" and "B" referred to in this Commission on Chicago Landmarks Recommendation to the City Council read as follows:

*(Sub)Exhibit "A".*
(To Commission On Chicago Landmarks Recommendation To The City Council)

*Class L Budget.*

30 North LaSalle.

| | Cost Item | Class L Eligible | Class L Ineligible |
|---|---|---|---|
| **Hard Costs** | | | |
| Selective Building Demolition (e.g., building elements, hazardous components) | | | |
| Lobby Demolition | $ 206,323 | $ 206,323 | $ - |
| LL & Retail Demolition | $ 281,450 | $ 281,450 | $ - |
| Level 19-42 Demolition | $ 5,000,000 | $ 5,000,000 | $ - |
| Level 43-45 Demolition | $ 403,470 | $ 403,470 | $ - |
| Abatement | $ 406,300 | $ 406,300 | $ - |
| Basebuilding MEP Demo | $ 192,800 | $ 192,800 | $ - |
| Exterior Enclosure (e.g., exterior walls, windows, doors) | | | |
| Replacement of Level 1 Lobby & Retail Storefront | $ 1,892,510 | $ 1,892,510 | $ - |
| Level 19-43 Window Reglaze | $ 7,401,541 | $ 7,401,541 | $ - |
| New Windows and Enclosure at Level 44 & Level 45 | $ 3,818,936 | $ 3,818,936 | $ - |
| Elevator Penthouse Extension | $ 341,000 | $ 341,000 | $ - |
| Level 1 Canopy | $ 257,058 | $ - | $ 257,506 |
| Existing Roof Replacement & New HFA Penthouse Roof | $ 1,182,100 | $ 1,182,100 | $ - |
| Interior Construction | | | |
| Lobby Interior Construction | $ 6,098,534 | $ 6,098,534 | $ - |
| Lower Level & Retail Interior Construction | $ 2,528,562 | $ 2,528,562 | $ - |
| Level 44, 44 & 45 Interior Construction | $ 13,415,159 | $ 13,415,159 | $ - |
| Elevator Modernizations | $ 11,200,000 | $ 11,200,000 | $ - |
| Fire Protection (e.g., sprinklers, standpipes) | $ 250,000 | $ 250,000 | $ - |
| Plumbing (e.g., domestic water distribution, sanitary waste, rain water drainage) | | | |
| Lobby & Lower Level Plumbing | $ 156,000 | $ 156,000 | $ - |
| Level 43-45 Plumbing | $ 387,000 | $ 387,000 | $ - |
| Base Building Modifications | $ 620,000 | $ 620,000 | $ - |
| HVAC (e.g., energy supply; heat, cooling, distribution systems) | | | |
| New Electric Boilers | $ 2,500,000 | $ 2,500,000 | $ - |
| New Chiller Plant | $ 3,125,000 | $ 3,125,000 | $ - |
| Lobby & Lower Level HVAC | $ 558,400 | $ 558,400 | $ - |
| Level 43-45 HVAC | $ 2,381,000 | $ 2,381,000 | $ - |
| Electrical (e.g., service and distribution, lighting and wiring, communications and security) | | | |
| Existing Switchgear & Bus Duct Modifications | $ 1,100,000 | $ 1,100,000 | $ - |
| Lobby & Lower Level Electric | $ 646,872 | $ 646,872 | $ - |
| Level 43-45 Electric | $ 2,687,648 | $ 2,687,648 | $ - |
| Plaza Work (pavers and planters) | $ 542,494 | $ - | $ 542,494 |
| Signage (by Tenants) | $ - | $ - | $ - |
| General Conditions / General Requirements | $ 1,972,123 | $ 1,972,123 | $ - |
| Contingency | $ 7,445,232 | $ - | $ 7,445,232 |
| Insurance | $ 230,012 | $ 230,012 | $ - |
| Total Hard Costs | $ 79,227,524 | $ 70,982,292 | $ 8,245,232 |
| **Soft Costs** | | | |
| Architecture, Engineering and Design | $ 2,003,500 | $ 2,003,500 | - |
| Land & Real Estate | $ 750,000 | - | $ 750,000 |
| Financing & Accounting | $ 24,700,519 | | $ 24,700,519 |
| Permits | $ 50,000 | | $ 50,000 |
| GC Fees | $ 460,024 | $ 460,024 | |
| Developer Fee | $ 5,017,403 | - | $ 5,017,403 |
| Advertising & Public Relations | $ 180,000 | | $ 180,000 |
| Tenant Relocation Costs | $ 20,000,000 | | $ 20,000,000 |
| Total Soft Costs | $ 53,161,446 | $ 2,463,524 | $ 50,697,922 |
| **Total Project Costs** | **$ 132,388,970** | **$ 73,445,816** | **$ 58,943,154** |

*(Sub)Exhibit "B".*
(To Commission On Chicago Landmarks Recommendation To The City Council)

*Scope Of Work.*

30 North LaSalle.

General. All work affecting the significant historical and architectural features shall be done in accordance with the following.

-- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.

-- The review and approval of the Commission.

-- The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 7, 1992.

-- Historic photographs, architectural drawings and any other available archival documentation of the building, to be investigated and assembled by the property owner.

-- The following drawings and any Commission/PRC conditions of approval:

  -- Drawings prepared by Solomon Cordwell Buenz (SCB) submitted for PRC, dated 2/27/2025, and PRC conditions of approval in letter dated March 11, 2025.

  -- Drawings prepared by Solomon Cordwell Buenz (SCB) submitted for PRC, dated 7/23/2025, and PRC conditions of approval in letter dated September 17, 2025.

  -- Any Commission/PRC conditions of approval that may occur during the duration of the project.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, pain colors and finishes, shop drawings, specifications, mock-ups, test patches and control samples.

Required Work.

Work shall include:

Exterior:

-- Windows at Floors 19 -- 43 will be reglazed with a 1-inch IGU glass replacement.

-- Replacement of existing ground floor storefronts.

-- New windows and enclosures at Levels 44 and 45.

Interior:

-- Floors 19 -- 42 will be renovated to create office space for re-occupancy by office tenants. Work will include demolition of existing improvements, abatement of hazardous components, as needed.

-- Upgrades to building systems serving the lobby and lower level, office floors and Levels 43 -- 45, including fire protection, plumbing HVAC and electrical.

-- Build-out and remodeling of common areas such as elevator lobbies and restrooms.

-- Floors 43 and 44, which are currently mechanical spaces with no windows, will be renovated to provide office amenity spaces. Sections of the metal panel system on the north, east and west elevations of the 44th Floor will be removed to create new window openings. A new glass and spandrel curtain wall system will be installed within the new openings to match the existing curtain wall on the lower floors as closely as possible.

-- Full modernization of elevators including new machines, controllers and cab finishes for elevators serving Floors 19 -- 43, including the extension of three elevators up to Level 45.

Roof:

-- A one-story rooftop addition and terrace are proposed as part of the new office amenities.

-- The existing elevator penthouse will also be expanded to accommodate new elevator overruns.

-- Existing roof replacement.

Sustainable features:

The project will meet the Chicago Sustainable Development Policy (SDP) for Moderate Renovation Projects -- seeking 50 points.

-- LEED Gold -- 80 points; and/or

-- Well Building Standard -- 50 points.

Work shall occur in accordance with permit drawings for the Project, to be reviewed and approved by the staff of the Commission on Chicago Landmarks.

Additional Work not required by the Class L, but to be undertaken by the owner, includes installation of a new canopy at the LaSalle Street entrance, removal of non-historic plaza pavers and planets, and installation of salvaged and new pavers plus new planters within the ground level plaza. Any signage and exterior illumination shall be reviewed and approved by the Commission.

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AMENDMENT OF SPECIAL SERVICE AREA NO. 34 (UPTOWN) REGARDING SERVICE PROVIDER AGREEMENT WITH UPTOWN UNITED AND 2026 TAX LEVY.

[O2026-0024865]

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

CHICAGO, May 11, 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 May 11, 2026, recommends passage of an ordinance for the amendment of Special Service Area Number 34 (Uptown) regarding service provider agreement with Uptown United and 2026 tax levy (O2026-0024865), introduced on April 15, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of

Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A-1; and

WHEREAS, On October 16, 2025, the City Council enacted an ordinance (the "2025 Appropriation, Levy, and Agreement Ordinance"), which was published in the *Journal* for such date at pages 33635 through 33639, and which among other things, appropriated the sums necessary to provide the Special Services in and for the Area for 2026, levied the Services Tax for the year 2025, and authorized an agreement with Uptown United, an Illinois not-for-profit corporation, as the Service Provider (the "2026 Service Provider"), for the provision of the Special Services in 2026; and

WHEREAS, Pursuant to the 2025 Appropriation, Levy, and Agreement Ordinance, the City and the 2026 Service Provider entered into a Service Provider Agreement (the "2026 Service Provider Agreement"); and

WHEREAS, The City desires to increase the budget for Special Services in the Area in 2026 by $300,000; and

WHEREAS, The City therefore desires to amend both the 2025 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2026 Service Provider Agreement; now, therefore,

*Be It Ordained by the City Council of the City of Chicago*, as follows:

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Amendment Of 2025 Appropriation, Levy, And Agreement Ordinance. The budget attached to Exhibit A of the 2025 Appropriation, Levy, and Agreement Ordinance is hereby deleted in its entirety and replaced with the budget attached as Exhibit A-1 hereto.

SECTION 3. Amendment To 2026 Service Provider Agreement. The Commissioner, or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into, execute and deliver an amendment to the 2026 Service Provider Agreement consistent with Section 2 above and as authorized herein (the "2026 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2026 Service Provider Agreement Amendment.

SECTION 4. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

Exhibits "A" and "A-1" referred to in this ordinance read as follows:

*Exhibit "A".*

*Special Service Area No. 34.*

| Area | Levy Cap | Total Requested Levy | Commission | Service Provider |
|---|---|---|---|---|
| 34 | .250% | $1,125,875 | Uptown | Uptown United |

Establishment Ordinance:

Date: December 7, 2005
*Journal* pages: pages 64364 through 64468.

Amendment(s) to Establishment Ordinance:

Date: December 10, 2014
*Journal* pages: pages 99551 through 99683.

Date: October 5, 2016
*Journal* pages: pages 32819 through 32862.

Attached Budget reads as follows:

*Exhibit "A-1".*

*Budget.*

| | Special Service Area # | 34 |
|---|---|---|
| SSA Name: | Uptown | |

**AMENDED 2026 BUDGET SUMMARY**

Budget and Services Period: January 1, 2026 through December 31, 2026

| CATEGORY (Funded Categories Comprise Scope of Services) | | 2025 Levy: Collectable Levy | 2025 Levy: Estimated Loss Collection | Carryover Funds | TIF Rebate Fund #0A09 | Estimated Late Collections and Interest | Total All Sources |
|---|---|---|---|---|---|---|---|
| 1.00 Customer Attraction | | $290,000 | $0 | $0 | $70,000 | $0 | $360,000 |
| 2.00 Public Way Aesthetics | | $381,945 | $16,180 | $60,000 | $170,000 | $16,180 | $644,305 |
| 3.00 Sustainability and Public Places | | $5,000 | $0 | $0 | $0 | $0 | $5,000 |
| 4.00 Economic/ Business Development | | $85,000 | $0 | $0 | $60,000 | $0 | $145,000 |
| 5.00 Public Health and Safety Programs | | $10,000 | $0 | $0 | $0 | $0 | $10,000 |
| 6.00 SSA Management | | $78,375 | $0 | $0 | $0 | $0 | $78,375 |
| 7.00 Personnel | | $259,375 | $0 | | $0 | $0 | $259,375 |
| | Sub-total | $1,109,695 | $16,180 | | | | |
| GRAND TOTALS | Levy Total | **$1,125,875** | | **$60,000** | **$300,000** | **$16,180** | **$1,502,055** |

| LEVY ANALYSIS | |
|---|---|
| Estimated 2025 EAV: | **$450,350,000** |
| Authorized Tax Rate Cap: | **0.250%** |
| Maximum Potential Levy limited by Rate Cap: | **$1,125,875** |
| Requested 2025 Levy Amount: | **$1,125,875** |

## CITY COMPTROLLER DIRECTED TO ACTIVATE PROVISIONS OF SECTION 11-12-470 OF MUNICIPAL CODE (LEAK RELIEF PILOT PROGRAM) FOR PROPERTY AT 5434 S. WOLCOTT AVE.

[SOr2025-0019996]

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

CHICAGO, May 11, 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 May 11, 2026, recommends passage of a substitute order directing the City Comptroller to activate provisions of MC 11-12-470 Leak Relief Pilot Program (SOr2025-0019996), original order introduced on September 25, 2025, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
*Chair.*

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

*Yeas* -- Alderpersons Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, 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 La Spata -- 1.

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

The following is said order as passed:

*Be It Ordered by the City Council of the City of Chicago,* That the City Comptroller of the City of Chicago is hereby directed to activate the provisions of MC 11-12-470 Leak Relief Pilot Program and issue the appropriate and correct billing for 5434 South Wolcott Avenue of $0.00 as recorded in the 12 months before meter installation and subsequent months in second installation meter readings.

## COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

AMENDMENT OF SECTION 10-32-055 OF MUNICIPAL CODE BY LIMITING NON-TREE PLANTS IN NATIVE AND POLLINATOR GARDENS TO 36 INCHES IN HEIGHT.

[O2026-0022796]

The Committee on Environmental Protection and Energy:

CHICAGO, May 11, 2026.

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

Your Committee on Environmental Protection and Energy, having had under consideration an ordinance (02026-0022796) concerning an amendment of Municipal Code Section 10-32-055 to limit the height of non-tree plants in native and pollinator gardens to 36 inches, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The amendment was concurred in by unanimous vote of the members of the committee present and with no dissenting votes on May 11, 2026.

Sincerely,

(Signed) MARIA HADDEN,
*Chair.*

On motion of Alderperson Knudsen, 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 10-32-055 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

10-32-055 Managed native and pollinator garden registry.

(Omitted text is unaffected by this ordinance.)

(d) To be eligible to be in the registry:

(1) the managed native and pollinator garden shall be on an occupied property or a community garden that meets the definition and requirements of Section 17-9-0103.5.

(2) the managed native and pollinator garden shall not have any plants encroach on the public sidewalk or extend beyond the property line. Similarly, if a permit for a managed native and pollinator garden in the parkway is acquired, any managed native and pollinator garden in a parkway shall not have plants, excluding trees, taller than ~~ten~~ 36 inches.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance takes effect upon passage and approval.

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## COMMITTEE ON ETHICS AND GOVERNMENT OVERSIGHT.

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APPOINTMENT OF DAVID GLOCKNER AS INSPECTOR GENERAL.
[A2026-0025389]

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

CHICAGO, May 20, 2026.

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

Your Committee on Ethics and Government Oversight, for which a meeting was held on May 19, 2026, recommends passage of the appointment of David Glockner as Inspector General (A2026-0025389), introduced directly into committee on May 19, 2026 by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
*Chair.*

On motion of Alderperson Martin, the committee's recommendation was *Concurred In* and the said proposed appointment of David Glockner as Inspector General was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

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AMENDMENT OF MUNICIPAL CODE TITLE 2 BY ADDING NEW CHAPTER 2-200 ENTITLED "THE REVEREND JESSE L. JACKSON SR. FAIR ACCESS TO DEMOCRACY ORDINANCE" AND ESTABLISHMENT OF THE REVEREND JESSE L. JACKSON SR. WORKING GROUP ON ACCESS TO DEMOCRACY AND BY ADDING NEW SECTION 14X-3-3014 REGARDING SECURE MAILBOX RECEPTACLES.

[SO2026-0024036]

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

CHICAGO, May 20, 2026.

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

Your Committee on Ethics and Government Oversight, for which a meeting was held on May 19, 2026, recommends passage of the amendment of Municipal Code Title 2 by adding new Chapter 2-200 titled The Reverend Jesse L. Jackson Sr. Fair Access to Democracy Ordinance and establishment of The Reverend Jesse L. Jackson Sr. Working Group on Access to Democracy (SO2026-0024036), introduced on March 18, 2026 by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, Coleman, Moore, Curtis, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Nugent, Vasquez, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 42.

*Nays* -- Alderpersons Quinn, Lopez, O'Shea, Tabares, Cardona, Sposato, Napolitano, Gardiner -- 8.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago honors the life and legacy of the Reverend Jesse Jackson Sr., a towering moral force whose leadership advanced the civil rights movement, organized a broad and enduring multiracial coalition for a multiracial democracy, mobilized millions of new voters across the nation, expanded the political imagination, and kept hope alive; and

WHEREAS, The Voting Rights Act, a pillar of American democracy, faces escalating threats, with landmark protections weakened and a coordinated, nationwide effort underway to restrict access to the ballot, intimidate voters, and undermine voter participation in the electoral process; and

WHEREAS, The City recognizes that free, fair, and accessible elections are foundational to democratic governance, and that the integrity of the electoral process depends on the safety and independence of those who administer it; and

WHEREAS, The City affirms that any attempt to deploy immigration enforcement to deter lawful voters or to influence lawful election participation constitutes an unacceptable threat to civil rights and election integrity; and

WHEREAS, The City has a compelling interest in ensuring that all lawful voters can participate in elections free from coercion or intimidation; and

WHEREAS, Federal immigration enforcement operations have repeatedly resulted in the detention, restraint, or mistreatment of United States citizens, demonstrating that aggressive immigration enforcement tactics can harm citizens as well as non-citizens; and

WHEREAS, Documented incidents in Chicago illustrate these harms, including the case of Julio Noriega, a 54-year-old United States citizen bom and raised in Chicago who was seized by Immigration and Customs Enforcement ("ICE") officers, handcuffed, and detained for hours before agents eventually verified his citizenship and released him without explanation; and

WHEREAS, Attorneys and civil rights advocates have documented additional incidents in which federal immigration agents unlawfully detained or arrested individuals in the Chicago region, including lawsuits alleging that ICE violated the rights of a U.S. citizen and multiple other individuals during enforcement operations conducted shortly after large-scale immigration raids began in the region; and

WHEREAS, Investigations into immigration enforcement operations in Chicago have revealed that U.S. citizens were zip-tied and detained for hours during a militarized federal raid on a residential apartment building, even though those citizens were not subject to immigration enforcement; and

WHEREAS, National investigations have documented that U.S. citizens have been detained by immigration authorities across the country, with one Pro Publica investigation identifying more than 170 Americans who were arrested or detained by immigration agents despite their citizenship; and

WHEREAS, These incidents demonstrate that aggressive immigration enforcement practices -- particularly those relying on rapid raids, collateral arrests, or identity assumptions -- can result in wrongful detention, physical restraint, and deprivation of liberty for United States citizens, raising serious constitutional and public safety concerns; and

WHEREAS, Government workers, including election workers, election judges, election coordinators, and other individuals performing official duties are increasingly subject to harassment, intimidation, and the non-consensual publication of personal information commonly known as "doxing"; and

WHEREAS, Such conduct threatens the integrity of elections, discourages civic participation, and endangers public safety. The purpose of this ordinance is to protect the

privacy and safety of all government workers, including poll workers and to prohibit doxing, harassment, and intimidation related to election administration; and

WHEREAS, Adopting comprehensive anti-doxing provisions and anti-intimidation measures is necessary to uphold public trust in elections, and to ensure that Chicago remains a national model for election integrity and democratic participation; and

WHEREAS, The misuse of governmental authority, including actions taken under color of law, to intimidate voters or election personnel is incompatible with constitutional protections and violates both the spirit and the letter of State and federal law; and

WHEREAS, The creation of a working group is essential to examine issues affecting voter access and participation; now, therefore,

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

SECTION 1. Title 2 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 2-200, as follows:

Chapter 2-200.

The Reverend Jesse L. Jackson Sr. Fair Access To Democracy Ordinance.

2-200-010 Title.

This Chapter shall be known as the "The Reverend Jesse L. Jackson Sr. Fair Access to Democracy Ordinance."

2-200-020 Definitions.

The following definitions shall apply for purposes of this chapter:

"Advisory Council" means the Reverend Jesse L. Jackson Sr. Advisory Council on Access to Democracy.

"Election Board" means the Board of Election Commissioners for the City of Chicago.

"Government worker" means a temporary or fulltime worker of a unit of local government, school district, or board of elections, exclusively within the City, including vote-by-mail processing staff, any individual serving as an election judge, election coordinator, or early voting official, or any other person designated by the Election Board to perform official election duties. The term "government worker" does not include a public employee whose identity, home address, or personal information is a matter of public record by virtue of their official duties, or who holds an elected office or a senior appointed position that requires confirmation by a legislative body.

"Personally identifiable information" means any information that can be used to distinguish or trace a person's identity, such as name, prior legal name, alias, mother's maiden name, and date or place of birth in combination with other information that is linked or linkable to a person: such as:

(1) social security number, home address, non-work phone number, non-work email address, or non-public social media accounts; or

(2) medical, financial, or consumer information, data, or records; or

(3) any sexually intimate visual depiction; or

(4) any information that provides access to a person's teleconferencing, video-teleconferencing, or other digital meeting room.

2-200-030 Prohibition on disclosure of personally identifiable information of government workers.

(a) It is unlawful for any person to disseminate, disclose, or publish any personally identifiable information of a government worker without the consent of the government worker, knowing that such information could be used to locate, contact, or target the government worker, if the person acts with the intent to cause death, bodily injury, stalking, harassment, or intimidation of the government worker or a family or household member of the government worker.

(b) Nothing in this section shall be construed to conflict with Section 230 of Title II of the Communications Act of 1934 (47 U.S.C. 230), to prohibit any activity protected under the Constitution or laws of the United States or the Constitution or laws of Illinois, or to prohibit reporting criminal activity to law enforcement authorities. Nor shall this section apply when dissemination, disclosure, or publication is required by any federal, State, or local law or regulation, or court rule or court order.

2-200-040 Enforcement and penalties.

Any person who violates Section 2-200-030 of this chapter shall be fined not less than $500 and not more than $5,000 for each offense. Each day that a violation continues or occurs, and each violation committed per day, shall constitute a separate and distinct offense to which a separate fine shall apply.

2-200-050 Private right of action.

A government worker whose personally identifiable information is disclosed in violation of Section 2-200-030 of this chapter may bring a civil action against any individual who committed such violation for damages, injunctive relief, and reasonable attorney's fees.

2-200-060 The Reverend Jesse L. Jackson Sr. Advisory Council on Access to Democracy.

(a) *Establishment.*

There is hereby established the Reverend Jesse L. Jackson Sr. Advisory Council on Access to Democracy. In addition to an invited member of the Advisory Council from the Election Board, the Advisory Council shall consist of 10 members appointed by the Mayor. Of the initial appointments to the Advisory Council, 3 members shall be appointed for a term of one year, 3 members shall be appointed for a term of two years, and three members shall be appointed for a term of three years. Succeeding appointments to the Advisory Council shall be for terms of three years. All members of the Advisory Council except for the ex-officio members shall be subject to confirmation by the City Council. Initial appointments to the Board shall be introduced to the City Council within 30 days of the effective date of this Section.

(b) *Composition.*

(1) The Advisory Council shall consist of the following members:

The Chief of Policy for the Mayor of the City of Chicago, or their designee, who shall be an ex-officio member of the Advisory Council and shall serve as its Chair;

Nine members, including one member between the age of 18 and 24 years old, with experience in one or more of the following categories: civil rights, disability access, community organizing, election protection, language access, or voter engagement, recommended for appointment by the Chief of Policy with input gathered from the members of the City Council.

(2) The Advisory Council shall invite the Election Board to designate an ex officio member of the Advisory Council.

(c) *Purposes.*

The purpose of the Advisory Council is to study and make recommendations regarding policies and practices that promote safe, fair, and accessible participation in elections within the jurisdiction of the City of Chicago, including, but not limited to:

1) Accessibility of public infrastructure surrounding polling places, including sidewalks, lighting, signage, and transportation;

2) Public education and outreach efforts to inform residents about voting rights and registration;

3) Strategies for connecting with residents who are disengaged from the democratic process and identifying barriers that prevent participation in elections;

4) Approaches to increasing civic engagement and democratic participation throughout the City, including through partnerships with community organizations, educational institutions, and local stakeholders;

5) Coordination between City departments and election authorities to support safe and accessible voting;

6) The potential impacts of federal law enforcement activities or other governmental actions occurring near polling places that could interfere with or intimidate voters;

7) Barriers to voting access within areas subject to City authority;

8) Recommendations for City policies, practices, or programs that improve access to the polls and protect voters and election workers;

9) Recommendations for changes to state law or election administration practices and transmit those recommendations to appropriate state officials and the Election Board; and

10) Recommendation to facilitate dialogue among community organizations, voters, and public officials regarding voting access, voter registration and election safety.

(d) *Meetings.*

The Advisory Council shall meet at least quarterly and may hold public hearings or community meetings as necessary to gather information and public input. A majority of members of the Advisory Council, including the invited member, shall constitute a quorum.

(e) *Report.*

The Advisory Council shall submit a written report of its findings and recommendations to the Mayor and the City Council no later than June 1 of each year, beginning with the first June 1 following the establishment of the Advisory Council. The report may include recommendations directed to the Illinois General Assembly and the Election Board.

(f) *Staff support.*

The Mayor's Office shall provide administrative support to the Advisory Council and the Advisory Council may request assistance from other City departments, as necessary.

(g) *Construction.*

(1) Nothing in this section shall be construed to grant the Advisory Council authority over the administration of elections.

(2) No member of the Advisory Council may intentionally perform any prohibited political activity, as the term is defined in Section 2-156-010 of this Code, to the extent such conduct is prohibited under Section 2-156-135 of this Code.

SECTION 2. Chapter 14X-3 of the Municipal Code of Chicago is hereby amended by adding a new 14X-3-301.4, as follows:

14X-3-301.4 Mailbox receptacles.

The owner of any multi-unit residential building shall provide for each residential unit a secure mail receptacle that complies with all applicable U.S. Postal Service rules and regulations. This Section shall not apply where such receptacles are not required by the United States Postal Service.

SECTION 3. Severability.

If any part, section, sentence, clause or application of this ordinance shall be adjudged invalid, void and of no effect, for any reason, such decision shall not affect the validity of the remaining portions of the ordinance, or their application to other circumstances.

SECTION 4. Effective Dates.

New Section 2-200-040 inserted by SECTION 1 of this ordinance shall take effect ten days after the passage and publication of this ordinance.

After passage and approval, SECTION 2 of this ordinance shall take effect on September 1, 2026.

The remainder of this ordinance shall take effect upon passage and approval.

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## COMMITTEE ON HEALTH AND HUMAN RELATIONS.

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DEPARTMENT OF FAMILY AND SUPPORT SERVICES AND DEPARTMENT OF PUBLIC HEALTH REQUIRED TO ANNUALLY COLLECT RACE AND ETHNICITY DATA OF CITY RESIDENTS USING SUBCATEGORIES FOR ASIAN OR PACIFIC ISLANDER.

[SO2025-0021028]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 18, 2026.

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

Your Committee on Health and Human Rights convened on May 7, 2026 to which was referred the following item: amendment of Municipal Code Title 2 by adding new Chapter 2-41 to require Department of Public Health to annually collect race and ethnicity data of city residents using subcategories for Asian or Pacific Islander (SO2025-0021028). The committee recommends that Your Honorable Body *Do Pass* the proposed amended substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 12 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
*Chair.*

On motion of Alderperson Rodríguez-Sánchez, the said proposed substitute ordinance 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 ordinance as passed:

WHEREAS, The Asian American, Native Hawaiian, and Pacific Islander (AANHPI) population in Illinois has grown 33% since 2010, reaching more than 900,000 residents; and

WHEREAS, The AANHPI population in the Chicago metropolitan area is the fastest growing racial group, increasing by 11.7% from 684,000 in 2020 to 764,000 in 2024; and

WHEREAS, Current City data practices continue to group all AANHPI residents under a single category, concealing differences in health, education, and access to public services across more than 50 ethnicities and 100 languages; and

WHEREAS, One such concealed disparity is the 5.5% average uninsured rate for AANHPIs nationally, compared to a 21% uninsured rate for Mongolian residents; and

WHEREAS, While the national poverty rate for AANHPIs is approximately 10%, roughly 12% of AANHPIs in Cook County are living below the federal poverty line, highlighting the need for disaggregated data to reveal differences and inform policy solutions; and

WHEREAS, The U.S. Office of Management and Budget's Statistical Policy Directive Number 15 was revised on March 28, 2024, to require the collection of detailed data on race and ethnicity beyond the minimum categories, including Chinese, Asian Indian, Filipino, Vietnamese, Korean, Japanese, Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese and other groups; and

WHEREAS, The City Council desires to require certain City departments collect and report on data disaggregated by AANHPI ethnicity to ensure that accurate and comprehensive community-based data informs City government, including ensuring City programs adequately serve the City's communities and ensure equal access to City services, benefits, contracts, and programs; now, therefore,

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

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

SECTION 2. Definitions. For the purposes of this ordinance, the following definitions shall apply:

"AANHPI" means Asian Americans, Native Hawaiians, and Pacific Islanders.

"CDPH" means the Chicago Department of Public Health.

"Covered programs" means: (1) the Out-of-School Time Enrichment Program, administered by DFSS; (2) the mental health indicator of the Healthy Chicago Survey, administered by CDPH; and (3) the Healthy Chicago Mental Health Collective, administered by CDPH.

"DFSS" means the Chicago Department of Family and Support Services.

"Disaggregate" means breaking down collected data into subcategories to identify differences and patterns within specific populations.

"Ethnicity" means an individual's national or ancestral origin.

"Personal demographic information" means information that can be used to contact, track, locate, identify, or reasonably infer the identity of, a specific individual.

"Protected health information" has the meaning ascribed under 45 C.F.R. § 160.103.

"Race" means classification or association based on an individual's ancestry, ethnicity, or physical traits.

SECTION 3. Collection Of Data. Beginning August 1, 2026, DFSS and CDPH, as applicable, shall collect race and ethnicity data of participants in the covered programs and shall disaggregate such data into categories and tabulations for the following: (i) each major Asian subcategory, including but not limited to, Asian Indian, Filipino, Chinese, Korean, Pakistani, Vietnamese, Japanese, Thai, Burmese, Taiwanese, Laotian, Mongolian, Cambodian, Nepalese, and Bangladeshi; (ii) each major Pacific Islander subcategory, including but not limited to, Polynesian, Native Hawaiian, Micronesian, Samoan, Chamorro, Melanesian, Fijian, Guamanian, Palauan, and Marshallese; and (iii) any other Asian or Pacific Islander subcategory. The Department of Technology and Innovation shall assist DFSS and CDPH in collecting, storing, securing, processing, reporting, presenting, and posting the data collected pursuant to this ordinance.

SECTION 4. Reporting And Community Meetings. Beginning July 1, 2027, and on or before July 1 of each year thereafter, the data collected pursuant to this ordinance shall be made publicly available on the DFSS and CDPH websites and shall include the following: (i) a description of the AANHPI individuals participating in the covered programs, disaggregated by ethnicity, the type of service used, and preferred language; (ii) a summary of the progress each Department has made, or plans to make, to improve policy and program delivery and to distribute resources to meet the needs of these populations; and (iii) an action plan to increase public awareness of the City's diverse residents. Within 60 days of posting such data, DFSS and CDPH shall convene at least one public meeting with community-based organizations that primarily serve AANHPI residents to solicit guidance on the implementation of this ordinance, including best practices for data collection and analysis pursuant to this ordinance. Information gathered through such meetings shall inform the City's efforts to collect and report disaggregated data in accordance with this ordinance.

SECTION 5. Protection of Data and Personal Demographic Information. In addition to any applicable requirements, restrictions, or limitations under Chapter 2-173, Chapter 2-178, and Article I of Title 6 of the Municipal Code of Chicago, all data collected pursuant to this ordinance shall be collected, stored, secured, processed, reported, presented, and posted in a manner that: (1) protects any personal demographic information and protected health information from disclosure; and (2) complies with applicable State and federal laws governing privacy.

SECTION 6. This ordinance takes effect upon passage and approval.

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*Re-Referred* -- CALL ON U.S. DEPARTMENT OF HOMELAND SECURITY AND U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT TO IMMEDIATELY RELEASE SALAH SARSOUR AND TO ENSURE SAFEGUARDING OF IMMIGRANT RIGHTS.

[R2026-0024891]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 19, 2026.

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

Your Committee on Health and Human Rights convened on May 19, 2026 to which was referred a resolution calling on the U.S. Department of Homeland Security and U.S. Immigration and Customs Enforcement to immediately release Salah Sarsour and to ensure the safeguarding of immigrant rights and prevention of further abuses of power in immigration enforcement (R2026-0024891). The committee recommends that Your Honorable Body adopt the proposed resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with nine members present, with no dissenting votes.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
*Chair.*

On motion of Alderperson Ervin, seconded by Alderperson Reilly, the said proposed resolution transmitted with the foregoing committee report was *Re-Referred to the Committee on Health and Human Relations* by a viva voce vote.

## COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF CHAPTER 2-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-4-130 REGARDING ANNUAL REPORT ON HOMELESSNESS AND AFFORDABLE HOUSING AND REPEALING SECTION 2-44-070 AND 2-50-085.
[O2026-0024022]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from Mayor Brandon Johnson for the amendment of Municipal Code Chapter 2-4 by adding Section 2-4-130 regarding annual report on homelessness and affordable housing (O2026-0024022), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 2-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-4-130, as follows:

2-4-130 Annual report on homelessness and affordable housing.

(a) On August 31, 2026, and then August 31 of each year thereafter, the Mayor's Office shall submit an annual report to the appropriate City Council committee on the progress made to address homelessness and affordable housing within the City. The report shall include, but not be limited to, the progress on implementing the 2026 Five-Year Blueprint on Homelessness.

(b) The annual report shall be made publicly available on the Mayor's Office's of Homelessness website within five business days of its submission to the appropriate City Council committee.

SECTION 2. Sections 2-44-070 and 2-50-085 of the Municipal Code of Chicago are hereby repealed.

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

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AMENDMENT OF TITLE 5 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 5-25 ENTITLED "CENTRALIZED LISTING PORTAL PILOT PROGRAM" AND ESTABLISHING CENTRALIZED LISTING PORTAL WORKING GROUP.

[SO2024-0012422]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from Alderwoman Hadden for the

amendment of Municipal Code Title 5 by adding new Chapter 5-30 entitled "Centralized Listing Portal Working Group Ordinance", having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith (SO2024-0012422).

The recommendation was passed as substitute by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed 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. This section shall be known as the "Centralized Listing Portal Working Group Ordinance".

(a) Purpose. The purpose and legislative intent of this ordinance is to ensure accountability in affordable housing developments by convening a working group to explore the feasibility of creating a centralized listing portal for affordable housing units as defined in Section 5-30-020 of the Municipal Code of Chicago (the "Code"). The goal of the centralized listing portal is to reduce barriers for prospective tenants seeking affordable housing and provide owners with a centralized clearinghouse to list, market, and receive applications.

(b) Centralized Listing Portal Working Group.

(1) Establishment Of A Working Group. The Mayor's Office shall convene a working group no later than 45 days after the effective date of this ordinance. The working group shall include representatives from relevant state and local housing agencies and organizations, including, but not limited to, representatives from the Department of Housing; the Chicago Continuum of Care; the Chicago Housing Authority; the Illinois Housing Development Authority; the Department of Technology and Innovation; non-governmental organizations that advocate for, develop, manage, or own affordable housing; philanthropy; and community-based organizations that advocate for, organize around, and create policy proposals for affordable and accessible housing issues.

(2) Definitions. All terms used in this Section 1 of this ordinance shall have the meanings prescribed in Section 5-30-020 of the Code.

(3) Working Group Guidelines. The working group shall be tasked with developing a suggested framework and roadmap for the City to create a centralized listing portal. The roadmap recommendations should include consideration of:

(A) Budget and staffing needs;

(B) Recommendations for creating a unified system that cooperates and connects with the relevant local and state housing agencies' systems;

(C) Recommendations for notifying applicants of their rights pursuant to 310 ILCS § 10/25.06 of the Illinois Public Housing Authorities Act and requiring owners to notify applicants of their position on the waitlist when requested;

(D) Identification of funding sources, including philanthropic and civic partnerships, to help defray the costs of creating the portal;

(E) Recommendations on the scope and frequency of Owner and Department of Housing reporting requirements;

(F) Recommendations on minimum occupancy rates and vacant unit turn-around time in accordance with industry standards;

(G) Feasibility of including and the legality of requiring all affordable housing units operated by the same owner to participate in the Centralized Listing Portal;

(H) Recommendations on owner registration functions that ensure Owners are responsible for listing affordable units and maintaining their own waitlists;

(I) Recommendations for the process for delegate agencies and other nonprofit organizations to serve as registration sites;

(J) Recommendations to ensure people with disabilities who need accessibility features are prioritized for units with those features, and that applicants are paired with units that are appropriately sized for their family;

(K) Operations of the Centralized Listing Portal, including but not limited to, an interactive and intuitive interface that indicates at each address, the number of affordable housing units, the waitlist period, the application process, accessibility features, the breakdown of units based on the number of bedrooms, the tenant paid portion of the rent and maximum eligible household income, any tenant selection provisions, property management contact information, and, if deemed appropriate and useful to tenant applicants, the affordable unit's subsidy program type;

(L) Recommendations on listing requirements and status updates for Affordable Housing Units undergoing substantial renovations, including when such units should be temporarily removed or flagged as unavailable;

(M) Feasibility of a universal application for Affordable Housing Units that complies with civil rights laws governing tenant screening practices and that promotes affirmative marketing best practices and recommendations for its design and adoption;

(N) Recommendations on a process for applicants to appeal the denial of an Affordable Housing Unit;

(O) A process to certify Owners;

(P) Identify opportunities for the Department of Housing to streamline the Affordable Requirements Ordinance vetting process for tenants to reduce vacant unit turn-around time;

(Q) Recommendations for raising awareness through the portal around users' rights under the Chicago Fair Housing Ordinance, Cook County Human Rights Ordinance, Illinois Human Rights Act, the federal Fair Housing Act, and other relevant federal, state, and local civil rights laws; and

(R) Timeline for implementation of any proposed policies or recommendations.

(c) The working group's first meeting shall occur within 30 days of its establishment and it shall meet no less than 3 times during its first 6 months and then no less than once every 6 months thereafter for the duration of the Centralized Listing Pilot Program.

(d) The working group shall consult with no fewer than 10 community members when determining its recommendations. These community members shall include among them at least one individual with personal experience with each of the following, though a single consulted community member may satisfy multiple listed perspectives provided they have the requisite personal experience: an individual currently living in affordable housing; an individual with lived homelessness experience; an individual with accessibility needs;

a representative of an affordable housing provider; an owner, manager, or representative of a residential rental development subject to an Affordable Requirement Ordinance; an accessible housing advocate; an affordable housing advocate; and another relevant community organization -- all to the extent practicable and without creating legal or other liability for the City at its sole discretion.

(e) The working group shall consult with at least one academic institution that specializes in housing policy.

(f) The working group shall detail its recommendations in a written report to the Mayor's Office Chief of Policy, the Committee on Housing and Real Estate, the Department of Housing, and the Department of Technology and Innovation no later than 120 days after the 6-month period described in Section 1(c) of this ordinance.

SECTION 2. Title 5 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 5-30, as follows:

Chapter 5-30 Centralized Listing Portal Pilot Program.

5-30-010 Purpose.

This chapter shall be known and may be cited as the "Centralized Listing Portal Pilot Program." The Centralized Listing Portal Pilot Program (the "Pilot Program") aims to utilize a Centralized Listing Portal to list Affordable Housing Units in the City, connecting prospective tenants to available vacant affordable rental units.

5-30-020 Definitions.

The definitions in this Section shall apply to this Chapter 5-30, unless otherwise specified:

"Affordable Requirements Ordinance" shall have the meaning provided in Section 2-44-080 or Section 2-44-085 of the Municipal Code of Chicago, as applicable.

"Affordable Housing Unit" shall mean any rental unit within the City publicly financed through a City allocation of tax credits, general obligation bonds, grants, or loans, including but not limited to, the Low Income Housing Tax Credit Program, Tax Increment Financing, Community Development Block Grant, HOME Investment Partnership Program Funds, Housing Opportunities for Persons with AIDS, City bond proceeds, or any other City grant or loan funds for the development or maintenance of affordable housing, not including temporary shelter or short-term emergency housing programs.

"Centralized Listing Portal" shall mean an online interface for listing affordable rental units from various properties throughout the City, which may be developed in partnership with or owned or managed by the City, IHDA, or any other appropriate partner chosen by and acceptable to both the Working Group and the Department.

"Centralized Listing Portal Working Group" or "Working Group" shall mean that working group as defined in ordinance, as substituted and passed by City Council, known by record number O2024-0012422 and introduced at the City Council meeting of September 18, 2024.

"Commissioner" means the Commissioner of Housing or their designee.

"Department" means the Department of Housing or successor agency unless otherwise stated.

"Owner" means any person having a legal or equitable ownership interest in the premises or structure, with or without actual possession; any person shown in the official land or tax records of Cook County as holding a legal or equitable ownership interest in the premises or structure, with or without actual possession; any person having charge, care, or control of the premises or structure as an actual or apparent agent of an owner or as trustee of a trust or as the guardian, executor, or administrator of the estate of an owner; and any person responsible for or entitled to manage, collect rents for, or control the premises or structure.

5-30-030 Centralized Listing Portal Pilot Program.

(a) The Department shall develop or partner in the development of an online interface for listing affordable rental units at various properties throughout the City. This Centralized Listing Portal may be developed in partnership with or owned or managed by the City, Illinois Housing Development Authority, or any other appropriate partner chosen by and acceptable to both the Working Group and the Department. Throughout the Pilot Program, the Department will work with alderpeople, applicants, Owners, and the Working Group to identify opportunities to improve the portal's functionality, informing final recommendations following the Pilot Program. After the Working Group's work has concluded or the portal is launched, to the extent a formal or informal partnership must be maintained to keep the portal in service in accord with this chapter, the Department shall be the sole contact point with any partner and decision maker.

(b) Pilot Program -- Units Required To List On The Centralized Listing Portal.

(1) The Owners of all Affordable Housing Units who execute any financing, redevelopment, allocation, regulatory, other agreements associated with City financing with the City after the effective date of this ordinance shall be required to list said units on the Centralized Listing Portal for as long as the Pilot Program or its successor is in existence. The Owner may utilize a designee such as a property manager to meet this listing requirement.

(2) The Owners of all residential rental units subject to the Affordable Requirements Ordinance, including but not limited to those who execute a covenant or other agreement with the City after the effective date of this ordinance related to the property's requirements under the Affordable Requirements Ordinance, shall be required to list said units on the Centralized Listing Portal for as long as the Pilot Program or its successor is in existence. The Owner may utilize a designee such as a property manager to meet this listing requirement.

(3) The Department will ensure that the Centralized Listing Portal is available and accessible to list other affordable rental units that are not required to, but whose owners desire to, list on the Centralized Listing Portal.

(c) The legal duties of any Owner subject to subsections 5-30-030(b)(1) or (2) or any agreement or property covenant creating substantially similar requirements shall automatically transfer to the new owner upon any change in ownership of the property. Owners may utilize designees such as property managers to satisfy their responsibilities under this chapter, but the Owners may not transfer the ultimate responsibility for complying with Sections 5-30-030(b)(1) or (2). Owners subject to requirements under this Chapter shall report to the Department quarterly the number of vacancies in the City, the turnover time for vacant Affordable Housing Units, and the reasons for any vacancies.

(d) Owners of other affordable rental units not subject to the requirements of subsections 5-30-030(b)(1) or (2) may elect to opt to utilize the Centralized Listing Portal at the discretion of the Department.

(e) The Department shall notify all Owners required to list their properties or units on the Centralized Listing Portal once it is prepared to be opened to applicants and listing Owners. Owners shall have no duty to list on the Centralized Listing Portal until such time.

5-30-040 Centralized Listing Portal.

(a) The Centralized Listing Portal shall:

(1) Provide an Owners' registration link to list their Affordable Housing Units;

(2) Provide the applicants with the opportunity to apply for all waitlists for which they are qualified;

(3) Provide information on the approximate number of applicants in the waitlist for all applicable Affordable Housing Units for each specific property;

(4) Display property manager contact information;

(5) Connect users to the unique application or waitlist page for each Affordable Housing Unit, to the extent such pages are available;

(6) Connect to the Chicago Housing Authority Waitlist Application website's section landing page and notify applicants of their rights pursuant to 310 ILCS § 10/25.06;

(7) Provide the number of Affordable Housing Units and each unit's number of bedrooms and their sizes, accessibility features, and affordability requirements;

(8) Provide applicants with notice of any tenant selection requirements, including any leasing preferences;

(9) Protect and keep private applicant and Owner data and information through firewalls and other appropriate data security measures; and

(10) Ensure that private applicant and Owner data is not shared with third parties.

5-30-050 Expiration.

This Chapter shall be repealed, and the Pilot Program shall expire and be terminated, without further action by the City Council on the second anniversary of the effective date of this ordinance.

SECTION 3. This ordinance shall take full force and effect upon its passage and publication.

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AMENDMENT OF SECTIONS 14X-8-802.2.2 AND 14X-8-802.3.2 OF MUNICIPAL CODE BY MODIFYING DATES FOR MINIMUM TEMPERATURE REQUIREMENTS IN DWELLING UNITS, SLEEPING UNITS AND INDOOR OCCUPIABLE WORK SPACES.

[SO2026-0024086]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from Alderwoman Clay for the

amendment of Municipal Code Sections 14X-8-802.2.2 and 14X-8-802.3.2 to modify dates for minimum temperature requirements in dwelling units, sleeping units and indoor occupiable work spaces (SO2026-0024086), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith.

The recommendation was passed as substitute by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 14X-8-802.2.2 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

14X-8-802.2.2 Heat to be provided.

Dwelling units and sleeping units to which heat is furnished from a heating plant used in common for the purpose of heating more than one such unit must be supplied with heat from September 15th of each year to June 1st of the succeeding year so that the occupants may secure, when all windows and exterior doors are closed, a minimum temperature of 68°F (20°C) at 8:30 a.m. and thereafter until 10:30 p.m. and 66°F (19°C) at 10:30 p.m. and thereafter until 8:30 a.m. in all habitable spaces, toilet rooms, and bathrooms.

This section does not prevent an owner from disengaging heating equipment or engaging cooling equipment between these dates as long as the required minimum temperature is maintained within dwelling units and sleeping units.

Exception: In buildings where the same facilities are used to provide both heating and cooling to the units, the minimum temperature is 64°F (18°C) ~~at all hours~~:

1. Between September 15 and October ~~15~~ 31, prior to the first date when the nighttime outdoor temperature falls below 45°F (7°C).

2. Between ~~May~~ April 1 and June 1, on or after the first date when the daytime outdoor temperature exceeds 75°F (24°C).

SECTION 2. Section 14X-8-802.3.2 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

14X-8-802.3.2 Heat to be provided.

Indoor occupiable work spaces must be supplied with heat from September 15th of each year to June 1st of the succeeding year so that the workers may secure, when all windows and exterior doors are closed, a minimum temperature of 68ºF (20ºC) during the period of time the space is occupied in all habitable spaces, toilet rooms, and bathrooms. This section does not prevent an owner from disengaging heating equipment or engaging cooling equipment between these dates as long as the required minimum temperature is maintained.

Exceptions:

1. Where a lower temperature is necessary or expedient for the work or manufacturing process of such business and the moisture content of the air is controlled to maintain a minimum wet bulb temperature of 54ºF (12ºC).

2. Where a lower temperature is necessary or expedient for the work or manufacturing process of such business, subject to conditions approved by the building official to reasonably protect the health of the occupants.

3. In buildings where the same facilities are used to provide both heating and cooling, the minimum temperature is 64°F (18°C) ~~at all hours~~:

3.1 Between September 15 and October ~~15~~ 31, prior to the first date when the nighttime outdoor temperature falls below 45°F (7°C).

3.2 Between ~~May~~ April 1 and June 1, on or after the first date when the daytime outdoor temperature exceeds 75°F (24°C).

SECTION 3. This ordinance shall be in full force and effect upon passage and publication.

SALE OF CITY-OWNED PROPERTY AT 6515 S. ABERDEEN ST. TO JANET MOSLEY GAITHER, 6520 S. ABERDEEN ST. TO JUSTINE STEPHENS AND 749 AND 747 W. 54TH ST. TO EUREKA MISSIONARY BAPTIST CHURCH UNDER CHIBLOCKBUILDER.

[O2026-0024953]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 6515 South Aberdeen Street to Janet Mosley Gaither, 6520 South Aberdeen Street to Justine Stephens and 749 and 747 West 54th Street to Eureka Missionary Baptist Church (16th Ward) (O2026-0024953), 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 as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City 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 not any competing proposals; 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.

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 7 in Block 10 in Weddell and Cox's Subdivision of the west 1/2 of the northeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6515 South Aberdeen Street
Chicago, Illinois 60621.

Permanent Index Number:

20-20-218-007-0000.

Buyer:

Janet Mosley Gaither.

Ward/Community Area:

16/Englewood.

TIF Area:

Englewood Neighborhood.

Size/Zoning:

3,117 sq. ft./RS3.

Market Value ("as is"):

$6,234.

Purchase Price (10% of Value):

$623.

Open Space Project:

Janet Mosley Gaither in partnership with Unblocked Englewood will build a community garden. This initiative supports the revitalization of the block, one of Englewood's most historically disinvested areas. The resident-lead stewardship and beautification will host community events and public art. Maintenance will be carried out by Janet Mosley Gaither and Justine Stephens with Unblocked Englewood volunteers. Other partners include the Chicago Bungalow Association, Englewood Arts Collective, and 18 residents on the block of 6500 South Aberdeen Street.

City Lot 2:

The north 22½ feet of Lot 40 in Block 11 in Weddell and Cox's Subdivision of the west 1/2 of the northeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6520 South Aberdeen Street
Chicago, Illinois 60621.

Permanent Index Number:

20-20-217-032-0000.

Buyer:

Justine Stephens.

Ward/Community Area:

16/Englewood.

TIF Area:

Englewood Neighborhood.

Size/Zoning:

2,799 sq. ft./RS3.

Market Value ("as is"):

$8,398.

Purchase Price (10% of Value):

$840.

Open Space Project:

Justine Stephens in partnership with Unblocked Englewood will build a community garden. This initiative supports the revitalization of the block, one of Englewood's most historically disinvested areas. The resident-lead stewardship and beautification will host community events and public art. Maintenance will be carried out by Janet Mosley Gaither and

Justine Stephens with Unblocked Englewood volunteers. Other partners include the Chicago Bungalow Association, Englewood Arts Collective, and 18 residents on the block of 6500 South Aberdeen Street.

City Lot 3:

Lot 44 in Block 6 in H.B. Bryant's Addition to Chicago, a subdivision of the west 1/2 of the southwest 1/4 of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

749 West 54th Street
Chicago, Illinois 60609.

Permanent Index Number:

20-09-324-007-0000.

Buyer:

Eureka Missionary Baptist Church.

Ward/Community Area:

16/Englewood.

TIF Area:

47th/Halsted.

Size/Zoning:

3,619 sq. ft./RS3.

Market Value ("as is"):

$10,857.

Purchase Price (10% of Value):

$1,086.

Open Space Project:

Eureka Missionary Baptist Church is located at 5403 South Halsted Street, next to the two city owned PINs at 747 -- 749 West 54th Street. Their open space plan has two phases. The first phase is to fence and landscape the site as a community gathering space. Phase II features a new basketball court with a shaded seating area. Their budget is approximately $23,000.

City Lot 4:

Lot 43 in Block 6 in H.B. Bryant's Addition to Chicago, a subdivision in the west 1/2 of the southwest 1/4 of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

747 West 54th Street
Chicago, Illinois 60609.

Permanent Index Number:

20-09-324-008-0000.

Buyer:

Eureka Missionary Baptist Church.

Ward/Community Area:

16/Englewood.

TIF Area:

47th/Halsted.

Size/Zoning:

3,120 sq. ft./RS3.

Market Value ("as is"):

$9,360.

Purchase Price (10% of Value):

$936.

Open Space Project:

Eureka Missionary Baptist Church is located at 5403 South Halsted Street, next to the two city owned PINs at 747--749 West 54th Street. Their open space plan has two phases. The first phase is to fence and landscape the site as a community gathering space. Phase II features a new basketball court with a shaded seating area. Their budget is approximately $23,000.

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SALE OF CITY-OWNED PROPERTY AT 6800 AND 6802 S. HERMITAGE AVE. TO WOOD ST COLLECTIVE LLC UNDER CHIBLOCKBUILDER.

[O2026-0024949]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 6800 and 6802 South Hermitage Avenue to Wood St. Collective LLC under ChiBlockBuilder (17th Ward) (O2026-0024949), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lot") for sale on ChiBlockBuilder for Urban Agriculture during the application period beginning on October 1, 2024 and ending on November 15, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on October 3rd, 10th, 17th, 24th, 31st and November 7th and 14th, 2024; and

WHEREAS, The Department evaluated ChiBlockBuilder Urban Agriculture applications based on the following criteria: (i) Feasibility of Project -- priority given to projects with clear plans and designs and realistic timeline, and that are ready to start activating the land during Spring/Summer 2026; (ii) Community Support and Impact -- priority given to projects that have support from other growers, neighbors, or organizations as indicated through letters of support, community meetings, or clear plans to engage the community they want to grow in. Priority given to projects that will provide/sell food for the community they grow in; (iii) Sustainability of the Project -- priority given to projects with evidence of clear commitment and financial and technical support, including: funding, partnerships with other organizations and clear plans for identifying further funding; (iv) Applicant -- priority given to applicants residing in Chicago with connections to the neighborhood they are applying in. Priority given to applicants from communities disproportionately impacted by food insecurity; and (v) Experience Growing -- priority given to projects where the applicant has previous experience with urban agriculture and similar projects; and

WHEREAS, The Department selected Wood St. Collective, an Illinois not-for-profit corporation ("Buyer") for the sale of the City Lots for the project described on Exhibit A ("Project") and depicted in the drawings attached hereto as Exhibit B; and

WHEREAS, There were not any alternate proposals for the City Lots; and

WHEREAS, The combined market value of the City Lots is $12,692; and

WHEREAS, The Department offered, and Buyer has agreed to purchase the City Lots for $1.00 each, for a total of $2 (the "Purchase Price"); and

WHEREAS, After transfer of the City Lots to the Buyer, the Buyer will collaborate with community members and the Project will be managed by the community; now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of the City Lots to the Buyer for the Project in their "as is" condition for the Purchase Price.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed (the "Deed") conveying the City Lots to the Buyer, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties, in substantially the form attached hereto as Exhibit C. If applicable, the Buyer shall pay any and all escrow fees and other title insurance fees and closing costs.

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

SECTION 5. Buyer must comply with all terms, covenants and conditions stated in the Deed and if Buyer fails to comply, the City may record a notice of default against the City Lots 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 Lots and revest title in the City. As a condition precedent to closing, Buyer must execute and deliver to the City a reconveyance deed to the City Lots to further evidence such revesting of title. This right of reverter in favor of the City shall terminate 10 years following the date of the Deed.

SECTION 6. 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 7. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance printed on page 43305 of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Lot And Project Description.*

(Subject To Title Commitment And Survey)

City Lot 1:

Lot 1 in Block 9 in E. O. Lanphere's Addition to Englewood, a subdivision of Blocks 1 to 15 inclusive and the north 1/2 of Block 16 in Sea's Subdivision of the east 1/2 of the southwest 1/4 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6800 South Hermitage Avenue
Chicago, Illinois 60636.

Permanent Index Number:

20-19-412-019-0000.

City Lot 2:

Lot 2 in Block 9 in E.O. Lanphere's Addition to Englewood, a subdivision of Blocks 1 to 15, inclusive, and the north 1/2 of Block 16 both inclusive, in Sea's Subdivision of the east 1/2 of the southeast 1/4 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6802 South Hermitage Avenue
Chicago, Illinois 60636.

Permanent Index Number:

20-19-412-020-0000.

Project Description (Subject To Change With Department Approval):

Wood St Collective proposes a fenced urban food tree orchard with 35 fruit and nut trees. The tree plan includes apple, pear, cherry, peach, plum, paw paw and pecan. The group plans to partner with Miles Davis Magnet Academy which is located across the street. Their budget is approximately $28,000.

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

Quitclaim Deed
(Vacant Land)

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of $2, conveys and quitclaims all right, title and interest in the real property legally described on (Sub)Exhibit A attached hereto ("Property"), pursuant to ordinance [ordinance number] adopted by the City Council of the City ("City Council") on [date], and published in the *Journal of the Proceedings of the City Council* for such date at pages _____ through _____, to Wood St. Collective, LLC an Illinois not-for-profit corporation ("Buyer" or Grantee"), having a principal address at 3312 South Halsted Street, Chicago, Illinois 60608.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Operate Urban Agriculture Project; Transfer Prohibition. Grantee shall improve the Property with the urban agriculture project described in Grantee's ChiBlockBuilder application and approved by the City's Department of Planning and Development ("DPD"). The urban growing operations must be fully operational within

five (5) years from the date of this Deed (the "Development Period"). "Fully operational" means the land must be producing food for sale or donation to communities experiencing a lack of access to healthy foods. Grantee must submit proof of compliance with this covenant annually to the City's Department of Business Affairs and Consumer Protection ("BACP") during the Development Period, and thereafter the project must remain fully operational until the 10th anniversary of the date of this Deed (the "Compliance Period"). Grantee must actively maintain the property during the Compliance Period, including maintenance of soil beds, fencing, and hoop houses, weed removal, and growing produce and must comply with the City's urban agriculture requirements. 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. During the Compliance Period, Grantee may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, directly or indirectly sell, transfer, convey, lease or otherwise dispose of the Property or any interest therein. If Grantee fails to comply with any of the foregoing conditions, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the Property and revest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter in favor of the City shall terminate ten (10) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the Property are consistent with the Bureau's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Property.

4. Historic Contamination Of Urban Land. Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Grantee acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property Lots, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

6. Release Of City. Grantee, on behalf of Grantee and Grantee's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.

7. Affordable Housing And Municipal Code Requirements. Grantee acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the Property may be subject to the requirements of the Affordable Requirements Ordinance. Grantee also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the Property and Grantee's use, maintenance, and transfer of the Property.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 2026.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2026.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law
Real Estate and Land Use Division
2 North LaSalle Street, Room 420
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

Wood St. Collective LLC
3312 South Halsted Street
Chicago, Illinois 60608

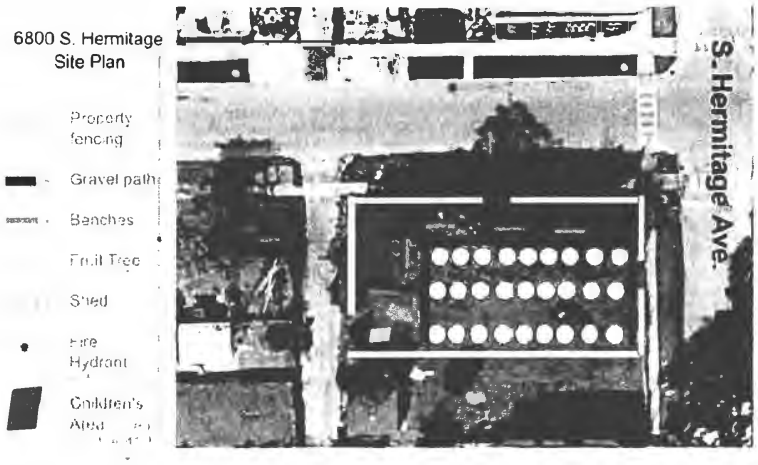
[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on Pages 43300 and 43301 of this *Journal.*]

*Exhibit "B".*
(To Ordinance)

*Project Drawings.*
(Subject To Change With Department Approval)

## Draft Site Plan and Budget

| Item | Amount |
|---|---|
| Water Access | $187.08 |
| Fencing | $10,000.00 |
| Other Infrastructure | $6,000.00 |
| Soil | $[illegible].00 |
| Seeds/seedling | $3,000.00 |
| Labor Costs | $8,000.00 |
| Total Project Budget | $28,087.08 |




Wood St Collective proposes a fenced urban food tree orchard with 35 fruit and nut trees The tree plan includes, apple, pear, cherry, peach, plum, paw paw, and pecan. The group plans to partner with Miles Davis Magnet Academy which is located across the street.

Wood St Collective are the recipient of a $99k Tree Equity Grant from the Morton Arboretum.

SALE OF CITY-OWNED PROPERTY AT 1147 S. INDEPENDENCE BLVD. TO ROOSDI PROPERTY LLC UNDER CHIBLOCKBUILDER.

[O2026-0024948]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 1147 South Independence Boulevard to Roosdi Property LLC under ChiBlockBuilder (24th Ward) (O2026-0024948), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, 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 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, 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 Roosdi Property, LLC an Illinois limited liability company ("Buyer") for the sale of the City Property for the construction of a parking lot and drive lane for an existing carwash, 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 is $17,511 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is $102,011; 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; 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 deliver 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 1 year 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 page 43317 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 | 24/North Lawndale |
| TIF Area | Midwest |
| Approximate Size | 25' x 125' and 4,378 $ft^2$ |
| Current Zoning | RT4 |
| Proposed Zoning | C1-2 |
| ZBA Approval | Not Applicable |

Lot 40 in Edward Casey's Addition to Chicago, a subdivision of the south 6 acres of the southwest 1/4 of the east 1/2 of the southwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying east of the east line of Garfield Boulevard in Cook County, Illinois.

Address:

1147 South Independence Boulevard
Chicago, Illinois 60624.

Permanent Index Number:

16-14-328-005-0000.

*Exhibit "C".*
(To Ordinance)

*Competing Proposals.*

| Applicant | Status | Application Type | Decision |
|---|---|---|---|
| Roosdi Property LLC | Accepted | Market rate | Roosdi Property LLC owns Washen Car at Roosevelt and Independence Boulevard. This 25' x 125' City owned PIN is adjacent to their project. Acquiring the City Owned land to the north of the project will allow for four extra parking spaces and a drive lane for the car wash. They offered fair market value of $17,511. They are in the process of requesting a zoning change from RT4 to C1-2 with the support of Alderwoman Scott. |
| Applicant Number 2 | Declined | Housing | The proposed housing project was underfunded. |

*Exhibit "D".*
(To Ordinance)

*Form Of Deed.*

Quitclaim Deed
(Vacant Land)

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of $17,511, 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 _____ adopted by the City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council* for such date at pages _____ through _____, to Roosdi Property, LLC a(n) Illinois limited liability company ("Grantee"), having a principal business address of 8550 South Harlem Avenue, Suite G, Bridgeview, Illinois 60455.

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 parking and a drive lane to serve an existing car wash (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 12 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 revest 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 revesting 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 the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that 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:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law
Real Estate and Land Use Division
2 North LaSalle Street, Room 420
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

Roosdi Property LLC
8550 South Harlem Avenue
Suite G
Bridgeview, Illinois 60455

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 pages 43309 and 43310 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 _____, 2025.

_____
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 _____, 2025.

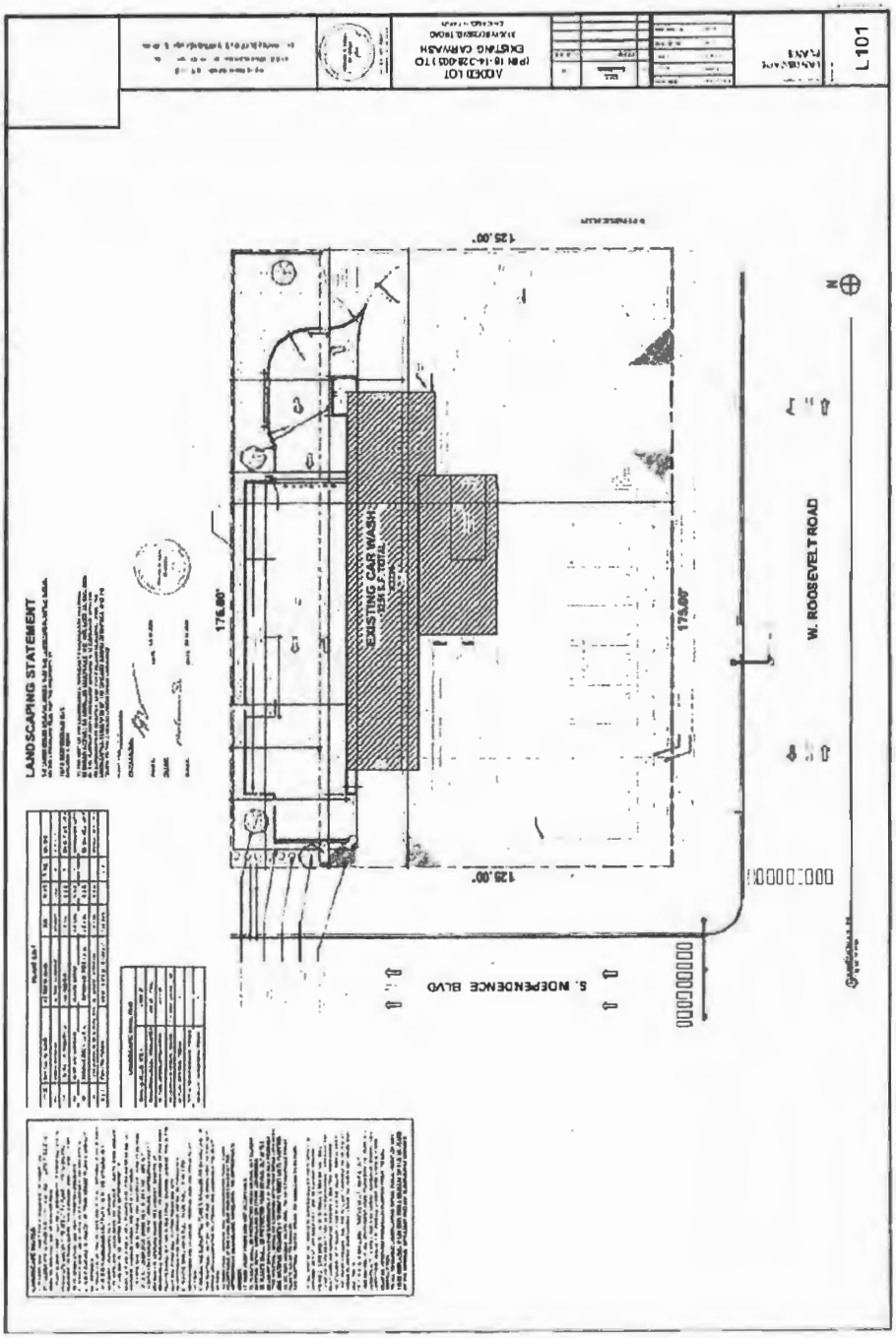
_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Subject To Change With Department Approval)



SALE OF CITY-OWNED PROPERTY AT 4321, 4323, 4324, 4327, 4329, 4333, 4335, 4339, 4341 AND 4343 S. LANGLEY AVE. AND 724, 736, 738 AND 744 E. 44TH ST. (UBUNTU VILLAGE) TO SUNSHINE MANAGEMENT LLLP UNDER CHIBLOCKBUILDER AND CITY LOTS FOR WORKING FAMILIES.

[O2026-0024945]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from the Department of Housing for the sale of City-owned property at 4321, 4323, 4324, 4327, 4329, 4333, 4335, 4339, 4341 and 4343 South Langley Avenue and 724, 736, 738, and 744 East 44th Street (Ubuntu Village) to Sunshine Management LLLP under ChiBlockBuilder and City Lots for Working Families (4th Ward) (O2026-0024945), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

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

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

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, DPD retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle infill housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, DPD advertised approximately 461 City-owned lots for sale on the ChiBlockBuilder website in a round of bidding which began on April 1, 2024, and ended on May 17, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned property available for sale was published in the *Chicago Tribune* on April 1, April 8 and April 15, 2024; and

WHEREAS, This ordinance authorizes the sale of City lots in the affordable housing category under the City Lots for Working Families Program (as hereinafter defined); and

WHEREAS, Specific evaluation criteria for land sold for affordable housing under the City Lots for Working Families Program included: an application meeting the intent of the Program (as hereinafter defined); an application meeting the zoning requirements of the Program; selection of a sufficient number of closely clustered PINs to build a minimum number of homes; evidence of developer's financial capacity and ability to obtain project financing; completeness, quality, and experience of development team; and, proven depth and quality of experience in successfully developing residential buildings in the community where the selected PINs are located or in a community with similar market characteristics; and

WHEREAS, The City, in recognition of the shortage of decent housing affordable to working families within the City, encourages the use of vacant land for the development of new owner-occupied homes; and

WHEREAS, The City has acquired title to numerous parcels of vacant land that are suitable for the construction of new owner-occupied housing affordable to working families; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on November 8, 2017, as amended by an ordinance adopted by the City Council on July 16, 2025 (as amended, the "Program Ordinance"), the City established a program (the "City Lots for Working Families Program" or the "Program") for the construction and sale of high-quality, owner-occupied housing affordable to working families, including detached single-family homes, townhomes, condominium units and cooperative housing units ("Single-Family Homes") and owner-occupied two-flats, three-flats and four-flats ("Multi-Unit Buildings"); and

WHEREAS, The Program Ordinance authorizes DOH to: (a) sell City-owned vacant zoning lots (each such vacant zoning lot, a "City Lot") with a market value of $228,000 or less for $1.00 per City Lot for projects approved under the City Lots for Working Families Program ("CL4WF Projects"); and (b) exempt CL4WF Projects from MBE/WBE Requirements and City Residency Hiring Requirements (as those terms are defined in the Program Ordinance) if all City Lots within the CL4WF Project have a market value of $162,000 or less; and (c) waive certain City fees for CL4WF Projects; and

WHEREAS, Pursuant to the City Lots for Working Families Program, up to 50% of the Single-Family Homes and Multi-Unit Buildings in a CL4WF Project may be sold at market-rate prices and the rest must be sold at an Affordable Price (as defined in the Program Ordinance); and

WHEREAS, Single-Family Homes and Multi-Unit Buildings built on City Lots valued at $65,000 or less are subject to a recapture mortgage in the amount of the market value of the City Lot (the "Land Value Lien Amount"), which amount shall decline by twenty percent (20%) on each anniversary of the conveyance of the Single-Family Home or Multi-Unit Building, and after the fifth (5th) anniversary date shall be zero (the "5-Year Recapture Mortgage"); and

WHEREAS, Single-Family Homes and Multi-Unit Buildings built on City Lots valued between $65,000 and $228,000 are subject to the 5-Year Recapture Mortgage for the Land Value Lien Amount and a 30-year mortgage for any amount above $65,000 (the "Additional Land Value Lien Amount"), which amount shall bear simple interest at up to three percent (3%) per annum and shall be subject to repayment if the Single-Family Home or Multi-Unit Building is sold prior to the thirtieth (30th) anniversary of the Purchase Date, unless such sale is to a Qualified Household that purchases the Single-Family Home or Multi-Unit Building for an Affordable Price as its Principal Residence (as those terms are defined in the Redevelopment Agreement attached hereto as Exhibit D); and

WHEREAS, The City owns the real property identified on Exhibit A-1, depicted on Exhibit A-2, and legally described on Exhibit B attached hereto (collectively, the "Property"), which consists of fourteen (14) City Lots; and

WHEREAS, The Property was offered for sale on ChiBlockBuilder during the Application Period; and

WHEREAS, The Department selected the proposal submitted by Sunshine Management LLLP, which is 100% owned by Bonita Harrison, the 100% owner of KBM Holdings LLC, Series K, an Illinois limited liability company ("Developer"), for the construction of up to eleven (11) three-flat owner-occupied rental buildings and three (3) two-flat owner-occupied rental buildings (the "Project"); and

WHEREAS, One alternative proposal for the Project was submitted through the ChiBlockBuilder application process and DOH determined that the Developer's proposal for the Project was in the best interests of the City for the reasons stated on Exhibit C; and

WHEREAS, The market value of the Property as of the date it was advertised for sale on ChiBlockBuilder was approximately $1,004,675, with no City Lot valued at $162,000 or more, as more specifically set forth on Exhibit A attached hereto; and

WHEREAS, The Property is located in the 43rd Street/Cottage Grove Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on July 8, 1998, and subsequently amended on September 9, 2004 and October 26, 2022; and

WHEREAS, The Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

WHEREAS, The Developer has agreed to undertake the Project in accordance with the Program Ordinance, and pursuant to the conditions of a redevelopment agreement in substantially the form attached hereto as Exhibit D (the "Redevelopment Agreement"), which Redevelopment Agreement shall, among other things, reduce or waive certain fees as set forth on Exhibit E attached hereto, waive MBE/WBE Requirements if applicable (as defined in the Program Ordinance) and waive City Residency Hiring Requirements if applicable (as defined in the Program Ordinance); and

WHEREAS, Consistent with the City Lots for Working Families Program, the Project qualifies as "Affordable Housing" for purposes of Chapter 16-18 (the Open Space Impact Fee Ordinance) of the Municipal Code of Chicago (the "Municipal Code"); and

WHEREAS, Section 2-44-085 of the Municipal Code (the 2021 Affordable Requirements Ordinance) shall not apply to the Project; now, therefore,

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

SECTION 1. The foregoing recitals are expressly adopted as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The Developer, or any Developer Entity (as hereafter defined), is hereby designated a developer and the Project is hereby designated a project pursuant to the City Lots for Working Families Program.

SECTION 3. The sale of the Property to the Developer or a Developer Entity for $1.00 per City Lot is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer or a Developer Entity. The commissioner of DOH (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement and such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement, including releases, affidavits and other documents as may be necessary to remove exceptions from title or that are otherwise reasonably necessary or appropriate to consummate the transactions contemplated hereby. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification. If the Developer or a Developer Entity fails to execute the Redevelopment Agreement by January 29, 2027, then this ordinance shall be rendered null and void and of no further effect, unless waived or extended in writing by the Commissioner or the Commissioner's designee in the Commissioner's or designee's sole discretion.

SECTION 4. The Mayor is authorized to execute, and the City Clerk or the Deputy City Clerk is each hereby authorized to attest, a quitclaim deed or deeds conveying the Property to the Developer or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or which is comprised of the same principal parties, or to an affiliate of the Developer approved by the Department (each, a "Developer Entity"), subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 5. The reduction and waiver of the fees described on Exhibit E attached hereto are hereby authorized.

SECTION 6. The Project is hereby designated as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code, and Section 2-44-085 of the Municipal Code shall not apply to the Project.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall take effect upon its passage and approval.

[Exhibits "A-1" and "A-2" referred to in this ordinance constitute Exhibit "A" and printed on pages 43323 and 43324 of this *Journal.*]

Exhibits "B", "C", "D" and "E" referred to in this ordinance immediately follow Exhibits "A-1" and "A-2" and begin on page 43325 of this *Journal.*

*Exhibit "A-1".*
(To Ordinance)

*Identification And Market Valuation Of Property.*

| PIN | Address | Dimensions | Square Feet | Valuation | $ / Sq. Ft. | Bldgs | Zoning | 2FM Cat |
|---|---|---|---|---|---|---|---|---|
| 20-03-404-025-0000 | 4324 S LANGLEY AVE | 40 X 133.75 | 5,350 | $ 127,473 | $ 23.83 | 1 | RT-4 | E |
| 20-03-405-007-0000 | 4321 S LANGLEY AVE | 23.87 X 126 | 3,008 | $ 75,455 | $ 25.08 | 1 | RT-4 | E |
| 20-03-405-008-0000 | 4323 S LANGLEY AVE | 23.87 X 126 | 3,008 | $ 75,460 | $ 25.09 | | RT-4 | E |
| 20-03-405-009-0000 | 4327 S LANGLEY AVE | 23.5 X 126 | 2,961 | $ 88,491 | $ 29.89 | 1 | RT-4 | E |
| 20-03-405-010-0000 | 4329 S LANGLEY AVE | 24 X 125.9 | 3,022 | $ 82,947 | $ 27.45 | | RT-4 | B |
| 20-03-405-012-0000 | 4333 S LANGLEY AVE | 19.69 X 125.9 | 2,479 | $ 62,171 | $ 25.08 | 1 | RT-4 | B |
| 20-03-405-013-0000 | 4335 S LANGLEY AVE | 20.56 X 125.9 | 2,589 | $ 65,110 | $ 25.15 | | RT-4 | B |
| 20-03-405-015-0000 | 4339 S LANGLEY AVE | 19.6 X 125.9 | 2,468 | $ 65,710 | $ 26.62 | 1 | RT-4 | B |
| 20-03-405-016-0000 | 4341 S LANGLEY AVE | 19.9 X 134.23 | 2,671 | $ 66,723 | $ 24.98 | | RT-4 | B |
| 20-03-405-017-0000 | 4343 S LANGLEY AVE | 20 X 134.23 | 2,685 | $ 67,059 | $ 24.98 | 1 | RT-4 | B |
| 20-03-405-040-0000 | 724 E 44TH ST | 33.5 X 119.4 | 4,000 | $ 77,671 | $ 19.42 | 1 | RT-4 | E |
| 20-03-406-023-0000 | 736 E 44TH ST | 24 X 103.5 | 2,484 | $ 52,195 | $ 21.01 | 1 | RT-4 | E |
| 20-03-406-024-0000 | 738 E 44TH ST | 24 X 103.5 | 2,484 | $ 52,195 | $ 21.01 | 1 | RT-4 | E |
| 20-03-406-026-0000 | 744 E 44TH ST | 24 X 103.5 | 2,484 | $ 46,015 | $ 18.52 | 1 | RT-4 | E |

*Exhibit "A-2".*
(To Ordinance)

*Depiction Of Lots.*



*Exhibit "B".*
(To Ordinance)

*Legal Description Of Property.*

(Subject To Final Title And Survey)

Parcel 1:

Lot 7 in James S. Wright's Subdivision of Lot 3 in Block 1 in Saltonstall & Russell's Subdivision of the north 1/2 of the northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4321 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-007-0000.

Parcel 2:

Lot 10 in James S. Wright's Subdivision of Lot 3 in Block 1 in Saltonstall & Russell's Subdivision of the north half of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4323 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-008-0000.

Parcel 3:

Lot 10 and the north 4½ feet of Lot 9 in Darro's Subdivision of Lot 6 of Block 1 of Saltonstall & Russell's Subdivision of the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4327 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-404-009-0000.

Parcel 4:

The south 19.5 feet of Lot 9 and the north 6.75 feet of Lot 8 in the subdivision of Lot 6 in Block 1 in Saltonstall & Russell's Subdivision in the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4329 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-010-0000.

Parcel 5:

The south 16½ feet of Lot 7 and Lot 6 (except the south 20.56 feet) in subdivision of Lot 6 in Block 1 in Saltonstall & Russell's Subdivision of the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section 3, Township 33 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4333 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-012-0000.

Parcel 6:

The south 20.56 feet of Lot 6 in the subdivision of Lot 6 in Block 1 in Saltonstall & Russell's Subdivision of the north half of the northeast quarter of the southeast quarter of Section 3, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4335 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-013-000.

Parcel 7:

The south 9.45 feet of Lot 8 and Lot 7 (except the south 19.70 feet) in the subdivision of Lot 7 in Block 1 in Saltonstall & Russell's Subdivision of the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4339 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-015-0000.

Parcel 8:

The south 19.7 feet of Lot 7 and the north 21/100 feet of Lot 6 in Scott's Subdivision of Lot 7 in Block 1 in Saltonstall & Russell's Subdivision of the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4341 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-016-0000.

Parcel 9:

The north 20 feet of the south 29.65 feet of Lot 6 in subdivision of Lot 7 in Block 1 in Saltonstall & Russell's Subdivision of the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4343 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-017-0000.

Parcel 10:

The north 40 feet of the east 133.75 feet (except the west 8 feet taken for alley) of Lot 5 in Block 2 in Saltonstall & Russell's Subdivision of the north half of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4324 South Langley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-404-025-0000.

Parcel 11:

Lot 1 in O.M. Hells Subdivision of Lot 10 in Block 1 in Saltonstall & Russell's Subdivision of the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

724 East 44th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-405-040-0000.

Parcel 12:

Lot 10 of Warner's Subdivision of Lot 9, in Block 1, of Saltonstall and Russels Subdivision, of the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

736 East 44th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-406-023-0000.

Parcel 13:

Sub Lot 9 of Warner's Subdivision of Lot 9, in Block 1, of Saltonstall and Russels Subdivision, in the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section __, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

738 East 44th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-406-024-0000.

Parcel 14:

Lot 7 in Warner's Subdivision of Lot 9 in Block 1 in Saltonstall and Russell's Subdivision of the north 1/2 of the northeast 1/4 of the southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

744 East 44th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-406-026-0000.

*Exhibit "C".*
(To Ordinance)

*Applicant And Proposal Selection Summary.*

| Address | Applicant | Applicant Type | Decision |
|---|---|---|---|
| All addresses in ordinance | Sunshine Management | Affordable Housing | Selected for this cluster of lots.<br><br>Qualified applicant with a reasonable budget, attractive plans/designs and with aldermanic support. |
| All addresses in ordinance | Applicant Number 2 | Affordable Housing | Not selected for this cluster of lots.<br><br>This applicant chose the same lots as the selected applicant, as well as lots in a different cluster. Both applicants were deemed qualified, so DOH worked with both applicants to split the requested lots as evenly as possible. Applicant Number 2 was selected for the other set of lots. |

*Exhibit "D".*
(To Ordinance)

*Agreement With KBM Holdings LLC, Series K*
*For The Sale And Redevelopment Of Land.*

| | |
|---|---|
| **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** | |

(The Above Space for Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of _____, 20___ (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("DOH"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **KBM HOLDINGS LLC, SERIES K**, an Illinois limited liability company (the "Developer").

**RECITALS**

**WHEREAS**, the City is the owner of the property legally described on Exhibit A attached hereto (the "Property"), consisting of fourteen (14) vacant lots (each, a "City Lot"); and

**WHEREAS**, pursuant to an ordinance adopted by the City Council of the City (the "City Council") on November 8, 2017, as amended by an ordinance adopted by the City Council on July 16, 2025 (as amended, the "Program Ordinance"), the City established a program (the "City Lots for Working Families Program" or the "Program") for the construction and sale of high-quality, owner-occupied housing affordable to working families, including detached single-family homes, townhomes, condominium units and cooperative housing units ("Single-Family Homes") and owner-occupied two-flats, three-flats and four-flats ("Multi-Unit Buildings"); and

**WHEREAS**, the Developer wishes to purchase the Property from the City for the construction of up to eleven (11) three-flat owner-occupied rental buildings and three (3) two-flat owner-occupied rental buildings (each, a "Building"), at least 50% of which must be sold at an Affordable Price (as hereafter defined), pursuant to the City Lots for Working Families Program (the "Project"); and

**WHEREAS**, the Property is located in the 43rd St/Cottage Grove Tax Increment Financing Redevelopment Project Area (as amended, the "Redevelopment Area"), as created by ordinance

adopted on July 8, 1998, subsequently amended on September 9, 2004 and October 6, 2022; and

**WHEREAS**, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

**WHEREAS**, the Department of Planning and Development ("DPD") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined market values and online application materials; and

**WHEREAS**, the market value of the Property as of the date it was advertised for sale on ChiBlockBuilder in April 2024 was approximately $1,004,675, with no City Lot valued at $162,000 or more, as more specifically set forth on Exhibit A attached hereto; and

**WHEREAS**, the City has agreed to sell the Property to the Developer for $1.00 per City Lot in consideration of the Developer's obligations to construct the Project in accordance with the City Lots for Working Families Program and the terms and conditions of this Agreement; and

**WHEREAS**, as security for the Developer's completion of the Project and compliance with this Agreement, the Developer has agreed to execute one or more reconveyance deeds for the Property in a form acceptable to the City (each, a "Reconveyance Deed") at the City's request; and

**WHEREAS**, the City Council, pursuant to an ordinance (the "Project Ordinance") adopted on _____, 20__, and published at pages _____through _____ in the Journal of such date authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement; and

**WHEREAS**, certain qualified buyers may access the City's Building Neighborhoods and Affordable Homes Program ("BNAH") in order to purchase Buildings, provided BNAH funds are available; and

**WHEREAS**, certain fees typically owed to the Department of Buildings ("DOB"), the Department of Planning and Development ("DPD"), and the Department of Water Management are to be waived or reduced for the Buildings constructed pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.**

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

**SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.**

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the following meanings:

"Additional Land Value Lien Amount" is defined in Section 3.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entity with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Affordable Building" is defined in Section 15.3(b).

["Affordable Price" means an amount less than or equal to the price at which monthly homeownership costs (including principal and interest on a 30-year fixed rate residential mortgage in the amount of ninety-seven percent (97%) of the purchase price, taxes, insurance and, as applicable, private mortgage insurance and homeowners' association payments) for the Building would total not more than thirty three percent (33%) of household income with a family size equal to the product of 1.5 multiplied by the number of bedrooms in the Building whose income is equal to one hundred twenty percent (120%) AMI. For purposes of this definition, interest shall be calculated as the 520-week average of interest rates, as calculated by the City based on data provided annually by the Federal Home Loan Mortgage Corporation (Freddie Mac) or any successor organization thereto.] [SUBJECT TO REVISION FOR MULTI-UNIT BUILDING]

"Agent" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer or its contractors or Affiliates.

"AMI" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor organization thereto.

"Budget" is defined in Section 9.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Certificate of Occupancy" means a certificate issued by DOB to certify that residential buildings conform to the requirements of the Chicago Building Code. A request for a certificate of occupancy for single-family homes (1-4 units) must be made online and approved before any construction work begins.

"City Junior Mortgage" is defined in Section 15.3(d).

"Closing" means the closing on the conveyance of one or more City Lots in accordance with this Agreement.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DOH or any successor City department, and any authorized designee.

"Construction and Compliance" means DOH's Construction and Compliance Division or any successor division thereto.

"Construction Reports" is defined in Section 13.

"Construction Schedule" is defined in Section 13.

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

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

"Deed" is defined in Section 6.1.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer Affiliates.

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

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

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, and unencumbered by any other obligation.

"Event of Default" is defined in Section 19.2.

"General Contractor" means the general contractor selected by the Developer for the Project.

"Hazardous Substance(s)" is defined in 415 ILCS 5/3.215, as amended from time to time.

"IEPA" means the Illinois Environmental Protection Agency.

"Land Value Lien" is defined in Section 3.

"Land Value Lien Amount" is defined in Section 3.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, injunctions, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

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

"Market Valuation" means the value of a City Lot as determined by an independent market value assessment of lots in neighborhood subareas.

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

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

"Party(ies)" means the City, the Developer, or both, as applicable.

"Phase I ESA" means a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-21.

"Phase II ESA" means a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19.

"Principal Residence" means an owner's primary or principal residence that the owner actually occupies on a regular basis. A Principal Residence does not include any housing unit used as an investment property, as a recreational home or a home in which fifteen percent (15%) or more of its total area is used for a trade or business.

"Proof of Financing" means proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in amounts adequate to complete the Project and satisfy its

obligations under this Agreement. The Proof of Financing shall include **binding commitment letters from the Developer's Lenders, if any,** and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

"Qualified Household" means a person or group of people whose household income does not exceed one hundred fifty percent (150%) of AMI as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor organization thereto.

"Released Claims" is defined in Section 22.

"Title Company" means _____.

"Title Commitment" is defined in Section 7.

"UST" is defined in Section 22.4(a) hereof.

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

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

**SECTION 3. PURCHASE PRICE.**

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of $1.00 per City Lot ("Purchase Price"). For purposes of this Agreement, the Market Valuation for each City Lot is listed on Exhibit A attached hereto. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against each City Lot conveyed pursuant hereto in the amount of the Market Valuation of such City Lot, as set forth on Exhibit A (the "Land Value Lien"). The Market Valuation of each City Lot up to the first $65,000 in value is the "Land Value Lien Amount," and any amount above $65,000 is the "Additional Land Value Lien Amount." Except with respect to the Buildings to be sold at market rates and the Buildings that will be placed in a

community land trust, when the Developer conveys a Building to a homebuyer, the Land Value Lien Amount and any Additional Land Value Lien Amount shall be secured by the City Junior Mortgage (as defined in Section 15.3(d).

**SECTION 4. CLOSING.**

The Closing for all City Lots shall take place at the downtown offices of the Title Company within fifteen (15) Business Days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, unless DOH, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the first Closing Date occur any later than January 29, 2027 (the "Initial Outside Closing Date"), unless the Commissioner of DOH, in the Commissioner's sole discretion, extends such Initial Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

**SECTION 5. NOTIFICATION TO ASSESSOR OF CHANGE IN USE AND OWNERSHIP.**

Prior to the Closing Date for any City Lot, the Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the applicable City Lot. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, the Developer shall forward a copy of the return receipt to DOH, with a copy to the Corporation Counsel's office.

**SECTION 6. CONVEYANCE OF TITLE.**

6.1 Form of City Deed. The City shall convey each City Lot to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(a) the Redevelopment Plan for the Redevelopment Area;

(b) the standard exceptions in an ALTA title insurance policy;

(c) general real estate taxes and any special assessments or other taxes;

(d) all easements, encroachments, covenants and restrictions of record and not shown of record;

(e) such other title defects as may exist; and

(f) any and all exceptions caused by the acts of the Developer or its Agents.

6.2 Recording. At the Closing, the Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Lot to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On each Closing Date, at the City's request, the Developer shall execute and deliver a Reconveyance Deed to the City to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the applicable City Lot and all improvements thereon in the City in accordance with Section 19 hereof.

**SECTION 7. TITLE AND SURVEY.**

7.1 Title Commitment and Insurance. Not less than fifteen (15) Business Days before any Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the applicable City Lot, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), obtaining title insurance (which shall be in the Developer's discretion, provided the City shall have no obligations or liabilities in connection with resolving title defects or other title matters post-Closing) and recording this Agreement. The Developer shall also pay all escrow fees and other closing costs.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to any City Lot or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing the same, a City Lot remains subject to any tax liens, or if a City Lot is encumbered with any other exceptions that would adversely affect the use and insurability of the City Lot for the development of the Project, the Developer shall have the option to terminate this Agreement with respect to such City Lot. If the Developer does not elect to terminate this Agreement with respect to such City Lot as aforesaid, then the Developer shall be deemed to have accepted title subject to all exceptions.

**SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

The Developer shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") in accordance with the Construction Schedule, unless DOH, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence. At the time a building permit is requested by Developer, DOB must be notified that a Certificate of Occupancy will be requested upon completion of the Building.

**SECTION 9. PROOF OF FINANCING.**

Not less than fifteen (15) Business Days prior to each Closing Date, the Developer shall submit to DPD for approval a final budget for the Building(s) to be constructed on the applicable City Lot(s) (the "Budget") and proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in amounts adequate to complete the Building(s) and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include **binding commitment letters, resolutions, or loan documents from the Developer's Lenders, if any,** and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

**SECTION 10. CONDITIONS PRECEDENT TO CLOSING.**

The obligation of the City to convey each City Lot to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DOH in its sole discretion) at least fifteen (15) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DOH, and DOH has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing. The Developer has submitted to DOH, and DOH has approved, the Proof of Financing for the applicable Building(s) in accordance with the provisions of Section 9 hereof.

10.3 Title. On the Closing Date for any City Lot, the Developer shall furnish the City with a copy of the Title Commitment for the City Lot.

10.4 Insurance. The Developer has submitted to the City evidence of insurance for the City Lot. The City shall be named as an additional insured on all liability insurance policies from the Closing Date through the date the City confirms completion of the Project.

10.5 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of its operating agreement or bylaws, as certified by its manager or secretary; resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.6 Due Diligence. The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel:

(a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
(b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
(c) Federal Tax Lien Search, Illinois Secretary of State;
(d) UCC Search, Illinois Secretary of State;
(e) UCC Search, Cook County Recorder;
(f) Federal Tax Lien Search, Cook County Recorder;
(g) State Tax Lien Search, Cook County Recorder;
(h) Memoranda of Judgments Search, Cook County; and
(i) Pending Suits and Judgments, Circuit Court of Cook County.

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving such corporation, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

10.7 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.8 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the City Lot to the City for possible recording in accordance with Section 19 below, if applicable.

10.9 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

10.10 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

**SECTION 11. CONSTRUCTION REQUIREMENTS.**

11.1 Building Design. The Developer shall deliver design documents for the Buildings to DOH for review and comment. Any material changes to the Building designs after DOH approval shall be submitted to DOH for further review and comment. The Developer shall submit all necessary documents to the DOB, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for each Building. The Developer shall construct each Building in accordance with the final plans and specifications.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.3 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.4 Survival. The provisions of this Section 11 shall survive the Closing.

**SECTION 12. LIMITED APPLICABILITY.**

Any approval given by DOH pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's DOB or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said

improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

**SECTION 13. COMMENCEMENT & COMPLETION OF PROJECT; PROGRESS REPORTS.**

The Developer shall commence construction of each Building in accordance with the schedule attached hereto as Exhibit B (Construction Schedule"), and shall complete the Project no later than indicated in the Construction Schedule; provided, however, DOH, in its sole discretion, may extend the construction commencement and completion dates upon the Developer's written request, by executing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of each Building, and, thereafter, shall provide written update reports for such Building upon the earlier of (i) 50% completion of the Building, or (ii) three (3) months following commencement of construction of the Building, whichever is earlier ("Construction Report"). The Construction Reports shall detail the Developer's progress in the construction of each Building and explain any inconsistencies with the Construction Schedule.

**SECTION 14. CERTIFICATE OF OCCUPANCY AND NOTICE OF CLOSING.**

Upon completion of each of the Buildings comprising the Project, the Developer shall deliver to the City a Certificate of Occupancy with a notice of closing ("Notice of Closing") in substantially the form attached hereto as Exhibit C and, prior to scheduling a closing for the sale of each Building, the City shall confirm with DOB that the Building has passed all inspections and that all permits have been closed. Upon such confirmation, the City shall return the Reconveyance Deed to the Developer.

**SECTION 15. RESTRICTIONS ON USE.**

The Developer, for itself and its respective successors and assigns, covenants and agrees as follows:

15.1 Compliance with Redevelopment Plan. The Developer shall use the Property in compliance with the Redevelopment Plan.

15.2 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

15.3 Affordable Homes. The Developer shall develop and sell the Buildings in accordance with the following provisions:

(a) The Developer shall ensure that each Building passes all required inspections and that all permits are closed prior to scheduling a closing for the sale of each Building.

(b) The Developer shall sell at least 50% of the Buildings in the Project to Qualified Households for Affordable Prices ("Affordable Buildings") for their Principal Residences.

(c) The Developer must approve the income eligibility of the purchaser of each Affordable Building to confirm that the purchaser is a Qualified Household under the Program Ordinance and must submit to DOH an income qualification affidavit in a form acceptable to the City.

(d) At the closing of each Affordable Building, the Developer shall require the purchaser to execute a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit D to this Agreement, which shall also include the homebuyer's covenant to use the Affordable Building as the homebuyer's Principal Residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment. The Land Value Lien Amount shall thereafter reduce in five equal installments on each anniversary date of such conveyance, and after the fifth anniversary date shall be zero. The Additional Land Value Lien Amount shall bear simple interest at three percent (3%) per annum and shall be subject to repayment if the Affordable Building is sold prior to the thirtieth (30th) anniversary of the conveyance date, unless such sale is to a Qualified Household that purchases the Affordable Building for an Affordable Price as its Principal Residence. The City Junior Mortgage shall be junior to any purchase money mortgage and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Affordable Building.

(e) Pursuant to the BNAH Ordinance, as amended, and subject to availability of funds, the City may provide financial assistance in the form of forgivable grants to eligible homebuyers through DOH's BNAH application process to income eligible homebuyers. The BNAH grant will be secured by the City Junior Mortgage.

(f) At the closing of each Building, the Developer shall deliver to the homebuyer a warranty of habitability. Said warranty of habitability shall have a duration of one year and shall be deemed to run with the land.

(g) The Developer shall give preference in selling accessible Buildings, as that term is defined in Section 17-17-0202 of the Municipal Code, to people with disabilities pursuant to DOH policy. In addition, the Developer shall comply with the marketing plan approved by DOH, and shall utilize solely those marketing materials approved by DOH either prior to or subsequent to the execution date of this Agreement for marketing the Buildings to prospective homebuyers. The Developer agrees to place a sign on at least one of the City Lots stating that the Building was (or will be) constructed by the Developer pursuant to the City Lots for Working Families Program.

(h) The Developer shall refer each prospective homebuyer to pre-purchase counseling, which shall be offered either by DOH, a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide DOH with a certificate or other evidence of participation.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the use and affordability restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the public policy of creating affordable housing for working families, and that, but for such use and affordability restrictions, the City would not have agreed to convey the Property to the Developer.

**SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.**

Except for the sale of Buildings to Qualified Households and market rate buyers as permitted hereunder, the Developer may not, without the prior written consent of DOH, which consent shall be in DOH's sole discretion: (a) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Property or the Project or any interest therein; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges and agrees that DOH may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee.

**SECTION 17. MORTGAGES AND OTHER LIENS.**

17.1 Limitation upon Encumbrance of Project Site. Except for the sale of Buildings to Qualified Households and market rate buyers as permitted hereunder, the Developer may not, without the prior written consent of DOH, which consent shall be in DOH's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to completion of the Project, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project (or such portion of the Project located on the land so transferred), and shall also be bound by the other covenants running with the land specified in Section 18.

**SECTION 18. COVENANTS RUNNING WITH THE LAND.**

The Parties agree, and each Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), and Section 22.3 (Release and Indemnification), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

| Section | Covenant | Termination |
|---|---|---|
| §13 | Completion of Project | Upon DOB's issuance of a Certificate of Occupancy for each Building |

| | | |
|---|---|---|
| §15.1 | Redevelopment Plan Compliance | Upon expiration of the Redevelopment Plan |
| §15.2 | Non-Discrimination | No limitation as to time |
| §15.3 | Affordable Homes | Upon sale of at least 50% of the Buildings in the Project to Qualified Households and recording of City Junior Mortgages |
| §16 | Sale/Transfer Prohibition | Upon sale of at least 50% of the Buildings in the Project to Qualified Households and recording of City Junior Mortgages |
| §17 | Limitation on Encumbrances | Upon sale of at least 50% of the Buildings in the Project to Qualified Households and recording of City Junior Mortgages |
| §22.3 | Environmental Release | No limitation as to time |

**SECTION 19. PERFORMANCE AND BREACH.**

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement;

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof;

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

(e) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City

to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

19.4 Default. If an Event of Default occurs hereunder, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to one or more City Lots in the City pursuant to the Reconveyance Deeds for such City Lots, provided, however, that the recording of a Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement, and further provided that the City shall have no right to record a Reconveyance Deed for any City Lot that has been improved with a Building following the sale of such Building to a bona fide purchaser. If a Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the applicable City Lot was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the City Lot during the period of time the City Lot was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records a Reconveyance Deed, such recording is effective for purposes of transferring title to the applicable City Lot to the City, subject only to those title exceptions that were on title as of the date of the title commitment provided to the City pursuant to Section 7.1 and except for any mortgage authorized by this Agreement.

19.5 Resale of the Property. Upon the reconveyance of a City Lot to the City as provided in Section 19.4, the City may complete the applicable Building at its own cost (if the Building has not been completed) or convey the City Lot to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Building or such other improvements as shall be satisfactory to DOH (if the Building has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells a City Lot as provided for in Section 19.5, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) the fair market value of the City Lot as if it were vacant, which fair market value shall be calculated at the time of sale; and

(b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Lot (less any income derived by the City from the City Lot in connection with such management); and

(c) all unpaid taxes, assessments, and water and sewer charges assessed against the City Lot; and

(d) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(e) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(f) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

**SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

**SECTION 21. INDEMNIFICATION.**

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (each, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to pay contractors, subcontractors or material suppliers undisputed amounts owed in connection with the construction and management of the Project; (c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Agent or Affiliate of the Developer; (d) the Developer's failure to cure any material misrepresentation in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the first Closing. Notwithstanding the foregoing, no Indemnitee, shall be indemnified for claims to the extent arising out of such Indemnitee's breach of this Agreement or negligence. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

**SECTION 22. ENVIRONMENTAL MATTERS.**

22.1 "AS IS" SALE. THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY HAVE HAD OR WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE

STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPT THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. THE DEVELOPER PARTIES AGREE TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY ARE RELYING SOLELY UPON THEIR OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER PARTIES AGREE THAT IT IS THEIR SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Review.

(a) Environmental Documents Review. The City, acting through its Department of Environment ("DOE"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the Property. The Developer acknowledges and agrees that the Developer has previously received a summary of DOE's Limited Review, and that the City has made all Review Documents available to the Developer for inspection and copying upon request.

(b) Limited Nature of City's Limited Review. The Developer acknowledges and agrees that the City does not represent or warrant that DOE's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the Property are consistent with DOE's summary of its Limited Review. The Developer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of the Review Documents was limited. The Developer acknowledges and agrees that DOE's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. The Developer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Property.

(c) Historic Contamination of Urban Land. The Developer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries.

22.3 City Lots Requiring Further Environmental Assessment. The following provisions shall govern the Developer's obligations with respect to any City Lots that DOE determines require further environmental assessment.

(a) Environmental Investigation. Prior to the Closing, the Developer shall perform a Phase I ESA of the applicable City Lots. DOE shall have the right to review and approve the sufficiency of the Phase I ESA for the purpose of determining whether any environmental or health risks would be associated with the development of the Project. Upon DOE's request, the Developer shall update or expand the Phase I ESA. If the Phase I ESA identifies any Recognized Environmental Condition(s) ("REC(s)"), the Developer shall perform a Phase II ESA of the applicable City Lots. DOE shall have the right to review and approve the scope of work for the Phase II investigation prior to the commencement of any Phase II work, and the sufficiency of the Phase II ESA upon completion. At DOE's request, the Developer shall perform additional studies and tests for the purpose of determining the presence and extent of contamination, including, without limitation, updating or expanding the Phase I ESA and performing additional Phase II work. If the Phase II ESA or other follow-up tests or reports disclose the presence of contaminants exceeding residential remediation objectives, as determined by 35 Ill. Adm. Code Part 742, the Developer shall enroll the Property (or the applicable portion thereof) in the IEPA's Site Remediation Program ("SRP") and thereafter take all necessary and proper steps to obtain written approval from the IEPA of a Remedial Action Plan ("RAP Approval Letter"), unless DOE otherwise determines that it is not necessary to enroll the Property in the SRP. If DOE requires the Developer to enroll the Property in the SRP, the Developer acknowledges and agrees that construction may not commence until the IEPA issues, and DOE approves, the RAP Approval Letter for the Property. DOE shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

(b) Remediation. After DOE approves the RAP Approval Letter for the applicable City Lots, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final NFR Letter using all reasonable means. The Developer shall cooperate and consult with DOE at all relevant times (and in all cases upon DOE's request) with respect to environmental matters. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final NFR Letter, and any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to DOE copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not issue a Certificate of Completion for the Project, and the Developer may not request a certificate of occupancy for the Project from DOB, until the IEPA has issued, DOE has approved, and the Developer has recorded a Final NFR Letter with the Cook County Clerk. If the Developer fails to obtain the Final NFR Letter within six (6) months after the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this RDA against the Property.

22.4 Unanticipated Conditions.

(a) All City Lots. If the Developer encounters underground storage tanks ("USTs") during the development of the Project on any City Lot, the Developer shall remove and close the USTs in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175 or, if the UST is leaking, 35 Ill. Adm. Code Part 734. In addition, if the Developer discovers soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305, the Developer shall remove such soil or soil gas. Upon discovering any such environmental conditions, the Developer shall immediately notify DOE and shall obtain DOE's approval of (i) the scope of work of any investigation, remediation or removal activities prior to commencing such work, and (ii) following completion, any reports or other documents demonstrating compliance with all applicable Laws, including Environmental Laws.

(b) If the Developer discovers any environmental conditions during the development of the Project on any City Lot, in addition to the requirements set forth in Section 22.4(a) above, at DOE's request, the Developer shall enroll the Property in the SRP and take all necessary and proper steps to obtain a Final NFR Letter in accordance with Section 22.3.

22.5 Imported Materials. No bio-solids or bio-solids-based products may be imported to the Property from a wastewater treatment facility or other source. All imported material shall meet applicable SRP standards.

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

22.7 Release and Indemnification (All City Lots). The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances and Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances and Other Regulated Materials; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances and Other Regulated Materials in, on, under or about the Property or the migration of Hazardous Substances and Other Regulated Materials from or to other property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all

Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

22.8 Release Runs with the Land (All City Lots). The covenant of release in Section 22.7 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using, or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.7 contains a full, complete and final release of all such claims.

22.9 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

**SECTION 23. EMPLOYMENT OPPORTUNITY.**

The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

23.1 Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

23.2 To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded

to business concerns which are located in or owned in substantial part by persons residing in, the City.

23.3 The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

23.4 The Developer, in order to demonstrate compliance with the terms of this Section 23, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

23.5 The Developer and each Employer shall include the foregoing provisions of this Section 23 in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

23.6 Failure to comply with the employment obligations described in this Section 23 shall be a basis for the City to pursue remedies under the provisions of Section 19.

**SECTION 24. REPRESENTATIONS AND WARRANTIES.**

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) The Developer is an Illinois limited liability limited partnership duly organized, validly existing, and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer knows of no facts which could give rise to any such action, litigation,

investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay its debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

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

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the Property.

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

(j) Neither the Developer nor any Affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until completion of the Project.

**SECTION 25. NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

| | |
|---|---|
| If to the City: | City of Chicago<br>Department of Housing<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attn: Commissioner |
| With a copy to: | City of Chicago<br>Department of Law<br>121 North LaSalle Street, Suite 600<br>Chicago, Illinois 60602<br>Attn: Real Estate and Land Use Division |
| If to the Developer: | KBM Holdings LLC, Series K<br>209 East 75th Street<br>Chicago, Illinois, 60619<br>Attn: Bonita Harrison |
| With a copy to: | _____<br>_____<br>_____<br>Attn: _____ |

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

**SECTION 26. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to the Mayor's political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;
(B) joint credit account;
(C) a joint checking account;
(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

**SECTION 28. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

**SECTION 29. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DOH. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

**SECTION 30. 2014 CITY HIRING PLAN.**

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by the OIG.

**SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

**SECTION 32. MISCELLANEOUS.**

The following general provisions govern this Agreement:

32.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

32.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

32.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

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

32.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

32.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.7 Force Majeure. Neither the City, the Developer, nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control

of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

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

32.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32.10 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.13 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.14 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.15 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

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

**CITY'S SIGNATURE PAGE**

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

**CITY OF CHICAGO**, an Illinois municipal corporation

By:_____
Lissette Castañeda
Commissioner
Department of Housing

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lissette Castañeda, the Commissioner of the Department of Housing of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City as her free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 202__.

_____
NOTARY PUBLIC

**DEVELOPER'S SIGNATURE PAGE**

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

**KBM HOLDINGS LLC, SERIES F**, an Illinois limited liability company

By:_____

Name: _____

Its:_____

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of KBM Holdings LLC, Series K, an Illinois limited liability company (the "Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by the Developer, as her/his free and voluntary act and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 202__.

_____
NOTARY PUBLIC

[(Sub)Exhibit "A" referred to in this Agreement with KBM Holdings LLC, Series K for the Sale and Redevelopment of Land constitutes Exhibits "A-1" and "A-2" to ordinance and printed on pages 43323 and 43324 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Agreement with KBM Holdings LLC, Series K for the Sale and Redevelopment of Land read as follows:

*(Sub)Exhibit "B".*
(To Agreement With KBM Holdings LLC, Series K
For The Sale And Redevelopment Of Land)

*Construction Schedule.*

| PIN | Address | Anticipated Construction Commencement | Anticipated Construction Completion |
|---|---|---|---|
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*(Sub)Exhibit "C".*
(To Agreement With KBM Holdings LLC, Series K
For The Sale And Redevelopment Of Land)

*Notice Of Closing.*

City of Chicago
Department of Housing
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

Attention: Brian O'Donnell

Re: Notice of Closing
Address: _____

Please be advised that KBM Holdings LLC, Series K, an Illinois limited liability company, has completed the construction of a home at the above referenced location in accordance with that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 20___, and recorded with the Office of the Clerk of Cook County, Illinois, Recordings Division, on _____, 20___, as Document Number _____ ("Redevelopment Agreement"), and would like to schedule a closing on _____, 20___.

KBM Holdings LLC, Series K,
an Illinois limited liability company

By: _____

Name: _____

Its: _____

*(Sub)Exhibit "D".*
(To Agreement With KBM Holdings LLC, Series K
For The Sale And Redevelopment Of Land)

*Mortgage, Security And Recapture Agreement, Including Primary Residency, No Transfer And No Refinancing Covenants.*

This Document Prepared by and after Recording Return to:

[Attorney in Real Estate Division]
City of Chicago, Department of Law
2 North LaSalle Street, Room 420
Chicago, IL 60602
(312) 744-6814

(Above Space For Recorder's Use Only)

**MORTGAGE, SECURITY AND RECAPTURE AGREEMENT, INCLUDING PRIMARY RESIDENCY, NO TRANSFER AND NO REFINANCING COVENANTS**

**(CL4WF Program and BNAH Program)**

| | SUMMARY TABLE | AMOUNTS |
|---|---|---|
| A. | **Appraised Value of the Home** | $ |
| B. | **Homebuyer Contract Sale Price** | $ |
| C. | **Appraisal Gap (Row A minus Row B)** | $ |
| D. | **Senior Mortgage Amount** | $ |
| E. | **Land Value Recapture Amount (Up to $65,000) 5-Year Recapture Period** | $ |
| F. | **Additional Land Value Recapture Amount (Above $65,000) 30-Year Recapture Period** | $ |
| G. | **BNAH Purchase Price Assistance Recapture Amount That is Initially Subject to Recapture 10-Year Recapture Period** | $ |
| H. | **BNAH Purchase Price Assistance Amount That is Not Subject to Recapture** | $ |
| I. | **Total BNAH Grant Amount (Sum of G and H above) Funded From: [check only one line] CDBG Funds _____ City Corporate Funds (not including CRP or HED Funds) _____ CRP Bond Proceeds Funds _____ HED Bond Proceeds Funds _____** | $ |
| J. | **TOTAL POTENTIAL RECAPTURE AMOUNT (E+F+G) IF DEFAULT** | $ |

This Mortgage, Security and Recapture Agreement, Including Primary Residency, No Transfer and Refinancing Covenants ("Mortgage") is made as of _____, by and

between _____ ("Mortgagor") and the City of Chicago, an Illinois municipal corporation, acting by and through its Department of Housing (together with any successor department thereto, "DOH"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Mortgagee").

RECITALS

A. The City Council of the City, by ordinance adopted on November 8, 2017, and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 59287-59295, as amended by ordinance adopted on July 16, 2025, and published in the Journal for such date at pages 30610-30618, established the City Lots for Working Families Program ("CL4WF Program") in recognition of the shortage of decent housing affordable to working families within the City and to encourage the use of vacant, unused parcels of land located in various neighborhoods of the City for the development of new owner-occupied homes.

B. Pursuant to the objectives of the CL4WF Program, the City and _____, an Illinois limited liability company ("Developer"), entered into that certain Agreement for the Sale and Redevelopment of Land dated _____, and recorded with the Cook County Clerk on _____, as Document No. _____ (the "Redevelopment Agreement"), pursuant to which the City conveyed the land legally described on **Exhibit A** attached hereto (the "Land") to the Developer for $1.00, and the Developer constructed a multi-unit building home thereon (the "Building"). At the time of the sale, the Land had a market value of approximately $_____ (such market value minus $1.00, the "Land Value Write Down").

C. Under the CL4WF Program, the value of the Land up to the first Sixty-five Thousand Dollars ($65,000) constitutes and is referred to hereinafter as the "*Land Value* Recapture Amount" and the amount by which the Land's value exceeds Sixty-five Thousand Dollars ($65,000) (if at all) constitutes and is referred to hereinafter as the "Additional Land Value Recapture Amount."

D. The City's agreement to sell the Land to the Developer for $1.00 was conditioned upon the Developer's undertaking to construct and then sell the Building to a Qualified Household for an Affordable Price for its Principal Residence, subject to Mortgagor's execution of this Mortgage, which secures certain performance and payment covenants intended to assure that the City achieves the affordable housing objectives of the CL4WF Program.

E. The City Council, by ordinance adopted on October 31, 2018, and published in the Journal for such date at pages 87215-87221 thereof, established the Building Neighborhoods and Affordable Homes Program, as amended by ordinance adopted April 19, 2023, and published in the Journal for such date at pages 899-902 thereof ("BNAH Program").

F. Pursuant to the BNAH Program, the City, simultaneously with the execution and recording of this Mortgage, has agreed to provide to the Mortgagor a grant of funds in the amount of _____ Dollars ($_____) (the "BNAH Purchase Price Assistance"), to assist with the purchase of the Building and to pay some or all of certain closing costs for the Building purchase. The BNAH Purchase Price Assistance shall be provided by the City from one of the following, as set forth in **Row I of the Summary Table**: CDBG Funds, City Corporate Funds, CRP Bond Proceeds funds or HED Bond Proceeds funds, as such terms are defined herein.

G. Mortgagor has covenanted to Mortgagee herein that Mortgagee meets the income eligibility requirements (a) to participate as an initial homebuyer under the CL4WF Program and the BNAH Program and (b) to receive purchase price assistance under the BNAH Program.

H. Pursuant to the terms of the Redevelopment Agreement, the Developer is now selling the Land and the completed Building to Mortgagor as the initial homebuyer. The Senior Lender (as defined and identified in Section 2.4 below) has obtained an appraisal of the Building establishing the fair market value (the "Appraised Value") as set forth in **Row A** of the table on the first page of this Mortgage (the "Summary Table"). The Developer has contracted to sell the Building to the Mortgagor for the amount set forth in **Row B** of the Summary Table (the "Homebuyer Contract Sale Price"). The difference between the Appraised Value and the Homebuyer Contract Sale Price (the "Appraisal Gap") is set forth in **Row C** of the Summary Table. The Senior Lender has agreed to make a first mortgage loan secured by the Building in the original principal amount set forth in **Row D** of the Summary Table. The Land Value Recapture Amount and the Additional Land Value Recapture Amount (if any) for the Building are set forth in **Rows E and F** of the Summary Table. Finally, the City is providing BNAH purchase price assistance (in amounts both subject to recapture and not) in connection with Mortgagor's purchase of the Building in the amounts set forth as the sum of **Rows G and H** in the Summary Table (the "BNAH Purchase Price Assistance").

I. As a result of the Land Value Write-Down, Additional Land Value Write-Down (if applicable) and BNAH Purchase Price Assistance described above, the Mortgagor has been given the opportunity to buy the Building for a below market price for its Principal Residence.

J. If the Mortgagor sells, refinances (except as permitted herein) or leases the Building, or fails to occupy the Building as its Principal Residence, prior to the date that is five (5) years from the Purchase Date, unless expressly permitted herein, then the Mortgagor shall be required to pay back to the City all or a portion of the Land Value Recapture Amount listed in **Row E** of the Summary Table. Additionally, and concurrently, if the Mortgagor sells, refinances (except as permitted herein) or leases the Building, or fails to occupy the Building as its Principal Residence, prior to the date that is ten (10) years from the Purchase Date, unless expressly permitted herein, then the Mortgagor shall be required to pay back to the City all or a portion of the BNAH Purchase Price Assistance Recapture Amount That is Initially Subject to Recapture listed in **Row G** of the Summary Table.

**NOW, THEREFORE,** to secure the performance and observance by Mortgagor of all the terms, covenants and conditions described herein, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property":

(A) The Land;

(B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Building, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) All rents and issues of the Land and Improvements from time to time and all of the

estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in any of the above-described Improvements, which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the Land Value Recapture Amount, the Additional Land Value Recapture Amount (if applicable), and the BNAH Purchase Price Assistance Recapture Amount That is Initially Subject to Recapture, (b) performance of the primary residency, no transfer and no refinancing covenants described herein and in **Exhibit B** attached hereto, and (c) the payment and performance of all other obligations, covenants, conditions and agreements contained herein and in any other agreement, document or instrument to which reference is expressly made in this Mortgage.

**SECTION I**

**INCORPORATION OF SUMMARY TABLE AND RECITALS; DEFINITIONS**

The Summary Table and the recitals set forth above constitute an integral part of this Mortgage and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. As used herein, the following capitalized terms shall be defined as follows:

"Additional Land Value Affordability Period" means the thirty (30) year period commencing on the Purchase Date.

"Additional Land Value Recapture Amount" means the amount, if any, set forth on Row F in the Summary Table on page 1 of this Mortgage, plus (b) simple interest thereon at three percent (3%) per annum, which entire amount shall be subject to repayment if the Building is sold to a homebuyer during the thirty (30) year period commencing on the Purchase Date, unless such sale is to a Qualified Household who purchases the Building for an Affordable Price, as determined by the City's Department of Housing at the time of such resale, for its Principal Residence.

"Affidavit" means that certain Economic Disclosure Statement and Affidavit dated the Purchase Date and executed by the Mortgagor in connection with the Land Value Write-Down and BNAH Purchase Price Assistance.

"Affordability and Residency Period" means any or all of (i) the Land Value Affordability Period during the five (5) year period commencing on the Purchase Date and ending on the fifth anniversary of the Purchase Date, (ii) the BNAH Residency Period during the ten (10) year period commencing on the Purchase Date and ending on the tenth anniversary of the Purchase Date, and (iii) the Additional Land Value Affordability Period during the thirty (30) year period commencing on the Purchase Date and ending on the thirtieth anniversary of the Purchase Date.

"Affordable Price" means an amount less than or equal to the price at which monthly

homeownership costs (including principal and interest on a 30-year fixed rate residential mortgage in the amount of ninety-seven percent (97%) of the purchase price, taxes, insurance and, as applicable, private mortgage insurance and homeowners' association payments) for the Building would total not more than thirty-three percent (33%) of household income with a family size equal to the product of 1.5 multiplied by the number of bedrooms in the Building whose income is equal to one hundred twenty percent (120%) AMI. For purposes of this definition, interest shall be calculated as the 520-week average of interest rates, as calculated by the City based on data provided annually by the Federal Home Loan Mortgage Corporation (Freddie Mac) or any successor organization thereto.

"AMI" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor department thereto.

"BNAH Residency Period" means the ten (10) year period commencing on the Purchase Date.

"BNAH Purchase Price Assistance Recapture Amount That is Initially Subject to Recapture" means the amount set forth in Row G of the Summary Table on page 1 of this Mortgage, but which shall decline proportionately (i.e., by 10% of the original amount) on each anniversary date of the Purchase Date, and after the tenth ($10^{th}$) anniversary date of the Purchase Date shall equal zero dollars ($0.00).

"CDBG Funds" means funds of the City that are derived from a federal Community Development Block Grant.

"City Corporate Funds" means funds of the City that come from the City's corporate fund.

"CRP Bond Proceeds" means funds of the City that come from proceeds of the Chicago Recovery Plan bonds issued pursuant to an ordinance passed by the City Council on October 27, 2021, and was published in the Journal for such date at pages 40213 through 40503, inclusive, which amended an ordinance passed by the City Council on November 24, 2020, that was published in the Journal for such date at pages 24643 through 24723, inclusive.

"Financial Statements" means those financial statements provided by the Recipient to the City with the Grant application on or prior to the Closing Date.

"Grant Documents" means collectively all agreements, instruments and documents executed and delivered to the City previously, now or hereafter by, on behalf of or for the benefit of the Mortgagor in connection with the acquisition of the Building including, but not limited to, this Mortgage, the application for City assistance, the Financial Statements, the Affidavit, the Uniform Residential Loan Application, and the Asset Certification Form, all as from time to time amended, supplemented and restated by the City.

"HED Bond Proceeds" means funds of the City that come from proceeds of the Housing and Development bonds issued pursuant to an ordinance that passed City Council on April 19, 2024, and was published in the Journal for such date at pages 11493 through 11568, inclusive.

"Land Value Affordability Period" means the five (5) year period commencing on the Purchase Date.

"Land Value Recapture Amount" means the amount set forth in Row E of the Summary Table on page 1 of this Mortgage, but which shall decline proportionately (i.e., by 20% of the original amount) on each anniversary date of the Purchase Date, and after the fifth ($5^{th}$) anniversary date of the Purchase Date shall equal zero dollars ($0.00).

"Qualified Household" means a person or group of people whose household income, at the time of closing, does not exceed (i) one hundred forty percent (140%) AMI (*provided, however*, that if the Total BNAH Grant Amount is funded with CDBG Funds, then the household income at the time of closing cannot exceed eighty percent (80%) AMI), and (ii) if applicable, one hundred fifty percent (150%) AMI following the expiration of the BNAH Residency Period through the expiration of the Additional Land Value Affordability Period.

"Recapture Amount" means if a Recapture Default, as defined in Section 4.2(a), occurs (i) during the Land Value Affordability Period, the Land Value Recapture Amount, (ii) during the BNAH Residency Period, the BNAH Purchase Price Assistance Recapture Amount That is Initially Subject to Recapture, or (iii) during the Additional Land Value Affordability Period, the Additional Land Value Recapture Amount.

"Principal Residence" means an owner's primary or principal residence that the owner actually occupies on a regular basis. A Principal Residence does not include any housing unit used as an investment property, as a recreational home or a home in which fifteen percent (15%) or more of its total area is used for a trade or business.

"Purchase Date" means the date hereof.

"Total BNAH Grant Amount" means the sum of (i) the BNAH Purchase Price Assistance Recapture Amount That is Initially Subject to Recapture, and (ii) the BNAH Purchase Price Assistance Amount That is Not Subject to Recapture, made by the City to the Mortgagor in the amount set forth in Row H of the Table on page 1 of this Mortgage for financing a portion of the costs of the acquisition of the Building. The Total BNAH Grant Amount shall be provided by the City from the funding source indicated by the check mark shown in Row I of the Table on page 1 of this Mortgage.

**SECTION II**

**COVENANTS, REPRESENTATIONS, AND WARRANTIES**

Mortgagor covenants and agrees with Mortgagee that:

2.1 Taxes and Assessments.

(a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the

amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.2 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as required of Mortgagor by the Senior Lender (as hereinafter defined), paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be cancelled, except upon thirty (30) days prior written notice to Mortgagee.

2.3 Maintenance of the Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor, subject to the rights of the insurer, will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.4 Subordination. This Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of even date herewith between Mortgagor and Neighborhood Lending Services, Inc, ("Senior Lender") recorded with the Office of the Cook County Clerk to secure an indebtedness in the original principal amount not to exceed the Homebuyer's Contract Sale Price ("Senior Mortgage") pursuant to the terms of the Redevelopment Agreement. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is not in an original principal amount greater than the Senior Mortgage Amount, unless the Commissioner, in the Commissioner's sole discretion, agrees to senior financing in a greater amount. No refinance of the Senior Mortgage that allows Mortgagor to receive cash at the closing thereof will be approved by the City.

2.5 Income Eligibility. Mortgagor covenants to Mortgagee that (a) it meets the income eligibility requirements established by the City pursuant to the CL4WF Program in order to participate as a homebuyer under the CL4WF Program, and (b) at the time of the closing, it meets the income eligibility requirements established by the City pursuant to the BNAH Program in order to receive the BNAH Purchase Price Assistance.

2.6 Foreclosure of Senior Mortgage. In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior Mortgage, the primary residency, no transfer and no refinancing covenants set forth in **Exhibit B** attached hereto, and any other provisions contained herein restricting the sale and occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the CL4WF Program and the BNAH Program shall be released and shall have no further force or effect; provided, however, that all such covenants and affordability restrictions shall be revived according to the original terms if, during the Affordability and Residency Period, the Mortgagor or any member of Mortgagor's household or family reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns of Senior Lender) receiving title to the Mortgaged Property through a foreclosure or deed in lieu of foreclosure of the Senior Mortgage shall also receive title to the Mortgaged Property free and clear of such restrictions.

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms, (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; and (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee.

**SECTION III**

**PRIMARY RESIDENCY, NO TRANSFER, AND NO REFINANCING COVENANTS**

3.1 Mortgagor covenants to comply with the primary residency, no transfer, and no refinancing covenants set forth in **Exhibit B,** which covenants are all materially related to the City's achievement of the affordable housing objectives of the CL4WF Program and the BNAH Program.

**SECTION IV**

**DEFAULT**

4.1 Events of Default. The terms "Event of Default" or "Events of Default," wherever used in the Mortgage, means any one or more of the following events:

(a) Mortgagor's breach of one or more of the primary residency, no transfer or no refinancing covenants set forth in **Exhibit B**, which breach is not cured by Mortgagor within ten (10) business days of Mortgagor's receipt of written notice from Mortgagee of such breach; or

(b) Mortgagor's breach of any other material term, covenant, condition, or agreement of this Mortgage, which breach is not cured by Mortgagor within thirty (30) calendar days of Mortgagor's receipt of written notice from Mortgagee of such breach; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) calendar day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long

as said party diligently continues to cure such default; or

(c) Any default continuing beyond all applicable cure periods under the Senior Mortgage that permits the Senior Lender to foreclose its lien thereunder.

4.2 Remedies.

(a) If an Event of Default arising from a breach of one or more of the covenants set forth in **Exhibit B** occurs during the Affordability and Residency Period (and unless the last paragraph of such exhibit applies) (such a default, a "Recapture Default"), the Recapture Amount shall become immediately due and payable and subject to recapture without further notice or demand and the Mortgagee shall be entitled to immediate payment of such Recapture Amount.

If an Event of Default occurs during the Land Value Affordability Period and the Recapture Amount becomes immediately due and payable as set forth above, the BNAH Purchase Price Assistance Recapture Amount That is Initially Subject to Recapture shall be paid in full before the Land Value Recapture Amount shall be paid.

(b) If a Recapture Default or any other Event of Default occurs, Mortgagee shall also be entitled to declare all other amounts secured hereby immediately due and payable without further notice or demand and shall have such rights and remedies as may be available at law or at equity, including, without limitation, and subject to the rights of the Senior Lender, the right to foreclose the lien hereof. The Mortgage and the right of foreclosure hereunder shall not (to the extent permitted by law) be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee hereunder, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.2(b) mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of the Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting the Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by the Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of any indebtedness secured by any permitted Senior Mortgage or a permitted refinancing thereof; (iii) all recapture amounts and other amounts due under this Mortgage; and (iv) any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

4.3 Mortgagor Waivers. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any

court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety.

4.4 Additional Mortgagee Rights. Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (a) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (b) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, and purchases and acquisitions; (c) the cost of such insurance; (d) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (e) other proper charges upon the Mortgaged Property or any part thereof; and (f) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgagee first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full of all of the aforesaid amounts, shall be paid to Mortgagor.

4.5 Right to Receiver. Subject to the rights of the Senior Lender, if an Event of Default shall have occurred, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all the rights and powers to the fullest extent permitted by law.

4.6 Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price; provided, however, that the Senior Lender has been paid in full.

4.7 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity, or by statute.

4.8 No Waiver By Mortgagee. No delay or omission of Mortgagee or of any holder of this Mortgage to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power, and remedy given by the Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed

or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers, or remedies on account of any breach or default by Mortgagor.

**SECTION V**

**MISCELLANEOUS PROVISIONS**

5.1 Successors and Assigns. The Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors, and assigns. Whenever a reference is made in the Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors, and assigns of Mortgagor or Mortgagee, as applicable.

5.2 Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first-class mail, postage prepaid, return receipt requested:

| | |
|---|---|
| If to the Mortgagee/City: | City of Chicago<br>Department of Housing<br>121 North LaSalle Street<br>Room 1000 - City Hall<br>Chicago, Illinois 60602<br>Attn: Commissioner |
| With a copy to: | City of Chicago<br>Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attn: Real Estate Division |
| If to Mortgagor: | _____<br>_____<br>Chicago, Illinois 606____ |

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

5.3 Terminology. All personal pronouns used in the Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include

the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of the Mortgage, and all references herein to sections shall refer to the corresponding sections of the Mortgage unless specific reference is made to such sections of another document or instrument.

5.4 Limitation of Liability. The Mortgagor expressly agrees that no member, official, employee or agent of the City shall be individually or personally liable to the Mortgagor, its successors or assigns, in the event of any default or breach by the City under this Mortgage.

5.5 Assignment. The Mortgagor may not sell, assign or transfer this Mortgage. The Mortgagor consents to the City's sale, assignment, transfer or other disposition of this Mortgage at any time in whole or in part.

5.6 Severability. If any provision of the Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.7 Counterparts. This Mortgage 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.

5.8 Disbursements. No disbursement of BNAH Purchase Price Assistance shall be made except for the payment of costs of acquisition as shown on the acquisition Budget. No modification of or amendment to the acquisition budget shall be made without the prior written approval of the City, at its sole discretion.

5.9 No Business Relationship with City Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, 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 an elected official 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to any of the Grant Documents, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Grant Documents and the transactions contemplated thereby. The Mortgagor 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 any of the Grant Documents or the transactions contemplated thereby.

5.10 Security Agreement. The Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by the Mortgage or any other agreement.

5.11 Modification. No change, amendment, modification, cancellation, or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Land into a land trust without obtaining the prior written consent of the Mortgagee.

5.12 No Merger. It being the desire and intention of the parties that the Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, the Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.13 Applicable Law. This Mortgage shall be interpreted, construed, and enforced under the laws of the State of Illinois without regard to its conflict of laws principles.

5.14 Release of Mortgage. If: (a) Mortgagor is not then in default under this Mortgage and retains ownership of the Mortgaged Property until the expiration of the Affordability and Residency Period, or (b) Mortgagor conveys the Mortgaged Property, giving rise to an Event of Default, and Mortgagor pays Mortgagee the amount Mortgagee is entitled to receive pursuant to the provisions of Section 4.2(a) above, then Mortgagor shall be deemed to have fully complied with the provisions contained in this Mortgage. In such event, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage in recordable form.

5.15 Further Assurances, Duty to Cooperate. Mortgagor, on request of Mortgagee, from time to time, covenants and agrees to execute and deliver such additional documents, amendments, agreements and undertakings as may be necessary to: correct any scrivener's error contained herein or in any related document; to perfect or to maintain as perfected valid lien(s) upon the Mortgaged Property any lien granted to Mortgagee under this Mortgage or under any other agreement or undertaking; or to more fully and accurately set forth and reflect the affordability requirements of the CL4WF Program and the BNAH Program.

5.16 Joint and Several Obligation. If the Mortgagor shall consist of more than one individual, all of the representations, warranties, obligations and covenants of the Mortgagor contained herein and in the other Grant Documents shall be joint and several with respect to each such individual, unless otherwise specifically provided.

IN WITNESS WHEREOF, the City and the Mortgagor have caused this Mortgage, Security and Recapture Agreement, Including Residency, Transfer and Financing Covenants to be duly executed and delivered as of the date first above written.

**MORTGAGOR**

_____

_____

[insert second name if joint]

**CITY OF CHICAGO**, an Illinois municipal corporation, acting by and through its Department of Housing

By: _____
Lissette Castañeda, Commissioner

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me as the same person(s) whose name is/are subscribed in the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that she/he/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2026.

_____
Notary Public

My commission expires

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

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

Given under my hand and notarial seal this ____ day of _____, 2026.

_____
Notary Public

My commission expires _____.

[(Sub)Exhibit "A" referred to in this Mortgage, Security and Recapture Agreement to be added at a later date.]

(Sub)Exhibit "B" referred to in this Mortgage, Security and Recapture Agreement reads as follows:

*(Sub)Exhibit "B".*
(To Mortgage, Security And Recapture Agreement)

*Primary Residency, No Transfer And No Financing Covenants.*

In consideration of the Land Value Recapture Amount, the Additional Land Value Recapture Amount (if applicable), and the BNAH Purchase Price Assistance, which have reduced Mortgagor's costs of purchasing the Mortgaged Property, Mortgagor covenants to the City that:

(a) Until the expiration of the Affordability and Residency Period, Mortgagor shall own the Mortgaged Property, shall not lease the Mortgaged Property and shall utilize the Building as Mortgagor's Principal Residence.

(b) Until the expiration of the Affordability and Residency Period, Mortgagor shall not directly or indirectly sell or otherwise transfer the Mortgaged Property or execute a deed in lieu of foreclosure. Notwithstanding the foregoing, a sale or transfer arising from the death of the Mortgagor, which operates to transfer the Mortgagor's interest in the Mortgaged Property to the Mortgagor's heirs or beneficiaries, whether by will, trust or a similar estate planning instrument, or by intestacy, shall not be subject to the foregoing prohibition, but the successor(s) in title to the Mortgagor's interest in the Mortgaged Property shall continue to hold such title subject to the terms of this Mortgage.

(c) Until the expiration of the Affordability and Residency Period, Mortgagor shall not refinance the Mortgaged Property, except to refinance the Senior Mortgage in an amount not greater than the Senior Mortgage Amount. Cash-out refinancing is prohibited.

Notwithstanding the above, with respect to the Land Value Recapture Amount and the Additional Land Value Recapture only, Mortgagor may at any time sell the Mortgaged Property to a subsequent homebuyer who meets the then applicable income eligibility requirements of the CL4WF Program and who pays an Affordable Price, as determined by Mortgagee's Department of Housing (or any successor department thereto). In such event, no recapture amounts under the CL4WF Program shall be due and payable (i.e., the Land Value Recapture Amount and the Additional Land Value Recapture Amount (if applicable) during the Affordability and Residency Period), provided that such successor homebuyer assumes the then-remaining CL4WF Program obligations of the Mortgagor under this Mortgage in writing. This provision does not apply to the BNAH Purchase Price Assistance Recapture Amount That is Initially Subject to Recapture, which is due upon sale during the BNAH Residency Period, regardless of the income of the subsequent homebuyer and the purchase price.

*Exhibit "E".*
(To Ordinance)

*Fee Reductions And Waivers.*

Department Of Buildings.

Plan review fees, permit fees and field inspection fees are to be paid in full for the first Building of each Building type. The fees paid for each successive Building type would be reduced by fifty percent (50%). This fee reduction is not applicable to electrical permits.

Department Of Planning And Development.

Open Space Impact Fees are not waived. For the City Lots for Working Families Program, an Open Space Impact Fee of One Hundred Dollars ($100) per Building shall be assessed to the Developer to be paid to the City as a condition of issuance of a building permit.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City Lots are waived. B-boxes, meters and remote readouts are not waived and need to be purchased.

SALE OF CITY-OWNED PROPERTY AT 1150 AND 1152 N. MAYFIELD AVE. TO SOWED UP FARMS UNDER CHIBLOCKBUILDER.

[O2026-0024950]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 1150 and 1152 North Mayfield Avenue to Sowed Up Farms under ChiBlockBuilder (29th Ward) (O2026-0024950), 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 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 it 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, 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, 2024, and ending on November 15, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on October 3rd, 10th, 17th, 24th, 31st, and November 7th and 14th, 2024; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, non-profit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land, and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists, and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10% 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".*

*Legal Descriptions, Buyers, Purchase Prices And Projects.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1:

Lot 3 in Block 1 in Jernberg's Subdivision of the west 1/2 of the northwest 1/4 of the southeast 1/4 of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1152 North Mayfield Avenue
Chicago, Illinois 60651.

Permanent Index Number:

16-05-401-020-0000.

Buyer:

Sowed Up Farms LLC.

Ward/Community Area:

29/Austin.

TIF Area:

Austin Commercial.

Size/Zoning:

3,111 sq. ft./RS3.

Market Value ("as is"):

$21,770.

Purchase Price (10% of Value):

$2,177.

Open Space Project:

Sowed Up Farms will transform the vacant land into a vibrant urban farm promoting fresh food, growing education, and community engagement. They plan to work with the Advocates for Urban Agriculture for water access. The project will include gardening best practices such as raised garden beds. They have support from Austin Coming Together, The Chicago Botanic Garden, and Alderman Taliaferro's office. The budget is approximately $84,000.

City Lot 2:

Lot 4 in Block 1 in Jernberg's Subdivision of the west 1/2 of the northwest 1/4 of the southeast 1/4 of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1150 North Mayfield Avenue
Chicago, Illinois 60651.

Permanent Index Number:

16-05-401-021-0000.

Buyer:

Sowed Up Farms LLC.

Ward/Community Area:

29/Austin.

TIF Area:

Austin Commercial.

Size/Zoning:

3,104 sq. ft./RS3.

Market Value ("as is"):

$21,770.

Purchase Price (10% of Value):

$2,177.

Open Space Project:

Sowed Up Farms will transform the vacant land into a vibrant urban farm promoting fresh food, growing education, and community engagement. They plan to work with the Advocates for Urban Agriculture for water access. The project will include gardening best

practices such as raised garden beds. They have support from Austin Coming Together, The Chicago Botanic Garden, and Alderman Taliaferro's office. The budget is approximately $84,000.

*Exhibit "B".*

*Competing Proposals.*

City Lots 1 And 2.
1150 -- 1152 North Mayfield Avenue -- Applications Submitted.

1. Sowed Up Farms was selected. Sowed Up Farms is a non-profit run by Chamika Jones, who is a USDA-Certified farmer and a graduate of The Chicago Botanic Garden's apprenticeship program. Sowed Up Farms proposed transforming vacant land into a vibrant urban farm promoting fresh food, growing education, and community engagement. They plan to work with the Advocates for Urban Agriculture for water access. The project will include gardening best practices such as raised garden beds. They have support from Austin Coming Together, The Chicago Botanic Garden, and Alderman Taliaferro's office. The budget is approximately $84,000.

2. Applicant Number 2 was not selected. The applicant proposed a nature play space for local children. The budget was approximately $11,000.

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SALE OF CITY-OWNED PROPERTY AT 4225 S. ST. LAWRENCE AVE. TO JACOBDABUILDER, INC. UNDER CHIBLOCKBUILDER.

[O2026-0024951]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 4225 South St. Lawrence Avenue to JacobDaBuilder, Inc. under ChiBlockBuilder (4th Ward) (O2026-0024951), 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 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 it 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, 15, 22, and 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 a three (3) dwelling-unit, three (3) story building with garage for three vehicles, 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 March 20, 2025, as determined by CBRE, is $70,470.00 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is $680,000; 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 ("Assessor") (or to the title company closing the transaction for delivery to the 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 43400 through 43402 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 | 4th Ward/Grand Boulevard |
| TIF Area | 43rd Street/Cottage Grove Avenue |
| Approximate Size | 3,370 $ft^2$ |
| Current Zoning | RM5 |
| Proposed Zoning | RM5 |
| ZBA Approval | Not Applicable |

The north 25 feet (except the east 8 feet thereof taken for alley) of the south 50 feet of Lot 31 in Margaret Johnston's Subdivision of the south 1/2 of the southeast 1/4 of the northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4225 South St. Lawrence Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-224-013-0000.

*Exhibit "C".*
(To Ordinance)

*Competing Proposals.*

| Applicant | Status | Application Type | Decision |
|---|---|---|---|
| Joseph Dochee, President of JacobDaBuilder, Inc. | Accepted | Market rate | Reasonable finances, appropriate site plan, fits well with community context. |
| Applicant Number 2 | Declined | Market rate | Unfeasible finances, less appropriate site plan. |

*Exhibit "D".*
(To Ordinance)

*Form Of Deed.*

Quitclaim Deed
(Vacant Land)

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), for and in consideration of $70,470, 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 North 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 a three (3) dwelling-unit, three (3) story building with garage for three vehicles (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 60 days of the date of this deed, and complete construction of the Project within 240 days 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 revest 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 revesting 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 the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that 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. The 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, City 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, The City has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law
Real Estate and Land Use Division
2 North LaSalle Street, Room 420
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

JacobDaBuilder, Inc.
7959 North 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 pages 43393 and 43394 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 _____
City of Chicago Department of Law,
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 2025.

_____
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 _____, 2025.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Page 1 of 3)

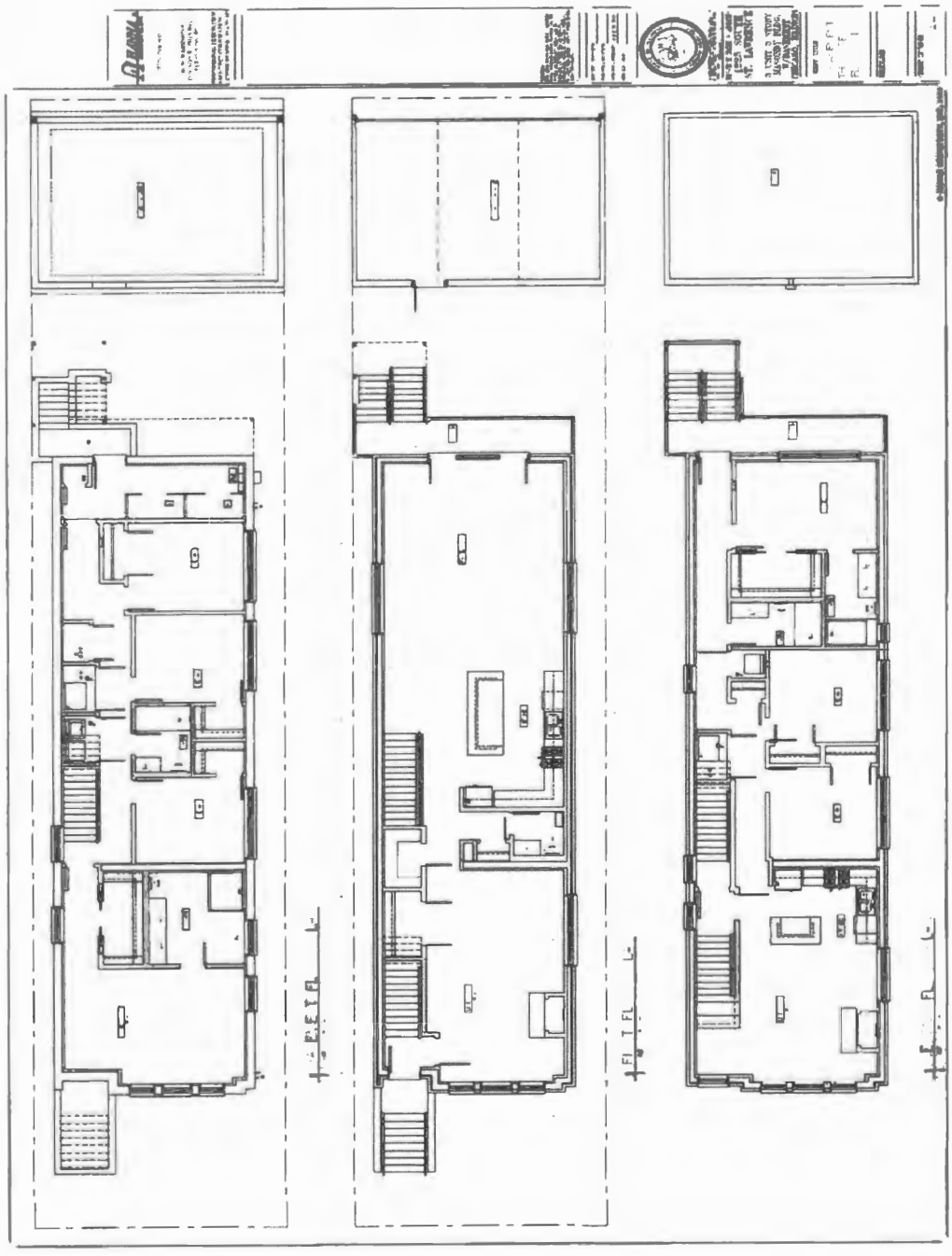


*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Subject To Change With Department Approval)
(Page 2 of 3)

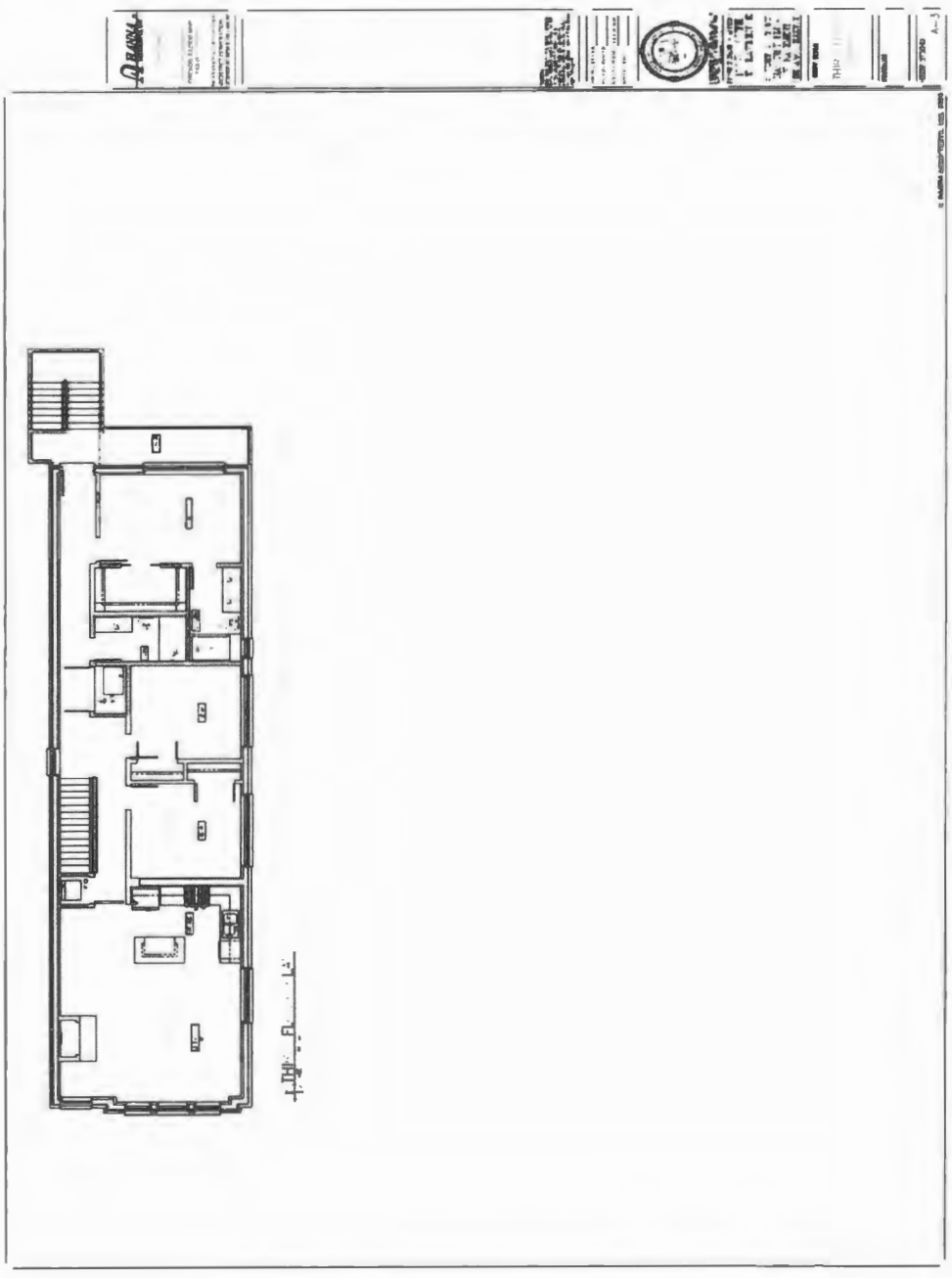
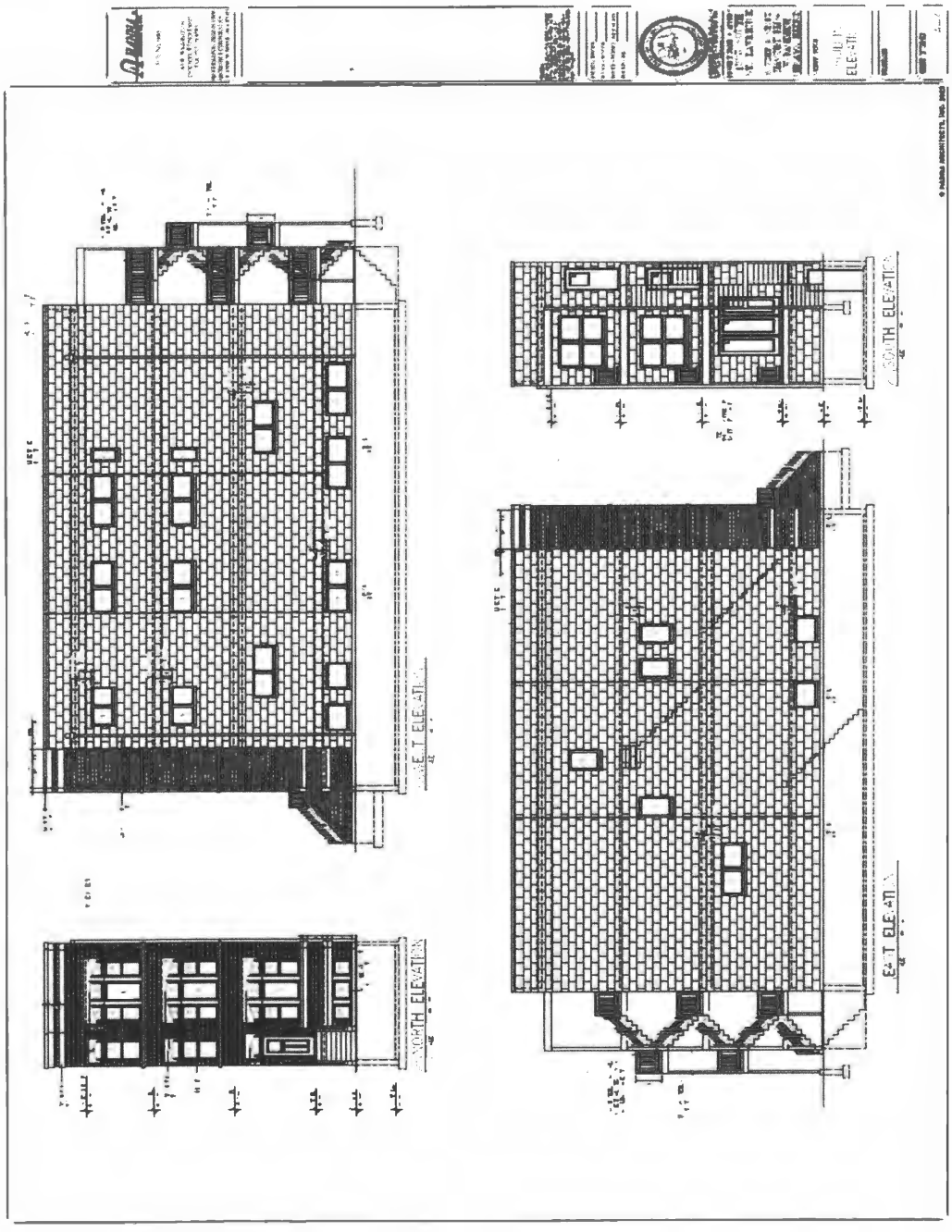


*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Subject To Change With Department Approval)
(Page 3 of 3)



SALE OF CITY-OWNED PROPERTY AT 4231 S. ST. LAWRENCE AVE. TO JACOBDABUILDER, INC. UNDER CHIBLOCKBUILDER.

[O2026-0024952]

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

CHICAGO, May 19, 2026.

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

Your Committee on Housing and Real Estate, for which a meeting was held on May 13, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 4231 South St. Lawrence Avenue to JacobDaBuilder, Inc. under ChiBlockBuilder (4th Ward) (O2026-0024952), 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 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 it 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 and 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 Jacob DaBuilder, Inc., an Illinois corporation ("Buyer"), for the sale of the City Property for the construction of a three-unit residential rental building and three car garage, 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 March 20, 2025, as determined by CBRE, is $71,617 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is $680,000; 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 43413 through 43416 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/Grand Boulevard |
| TIF Area | 43rd Street/Cottage Grove Avenue |
| Approximate Size | 134.80' x 25'/3,370 $ft^2$ |
| Current Zoning | RT4 |
| Proposed Zoning | RT4 |
| ZBA Approval | Not Applicable |

The north 25 feet (except the east 8 feet thereof taken for alley) of Lot 30 in Margaret Johnston's Subdivision of the south 1/2 of the southeast 1/4 of the northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4231 South St. Lawrence Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-224-015-0000.

*Exhibit "C".*
(To Ordinance)

*Competing Proposals.*

| Applicant | Status | Application Type | Decision |
|---|---|---|---|
| JacobDaBuilder | Accepted | Market rate | Application was realistic and complete. The proposed budget is reasonable and developer is experienced. |
| Applicant Number 2 | Declined | Market rate | Application did not take advantage of the potential density of the site, and the proposed budget was unrealistically low. |

*Exhibit "D".*
(To Ordinance)

*Form Of Deed.*

Quitclaim Deed
(Vacant Land)

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602

("City" or "Grantor"), for and in consideration of $71,617, 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 North 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 a three-unit residential rental building and garage for three vehicles (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 60 days of the date of this deed, and complete construction of the Project within 240 days 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 revest 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 revesting 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 the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that 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. The 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, The Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law
Real Estate and Land Use Division
2 North LaSalle Street, Room 420
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

JacobDaBuilder, Inc.
7959 North 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 pages 43406 and 43407 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 _____, 2025.

_____
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 _____, 2025.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Subject To Change With Department Approval)
(Page 1 of 4)

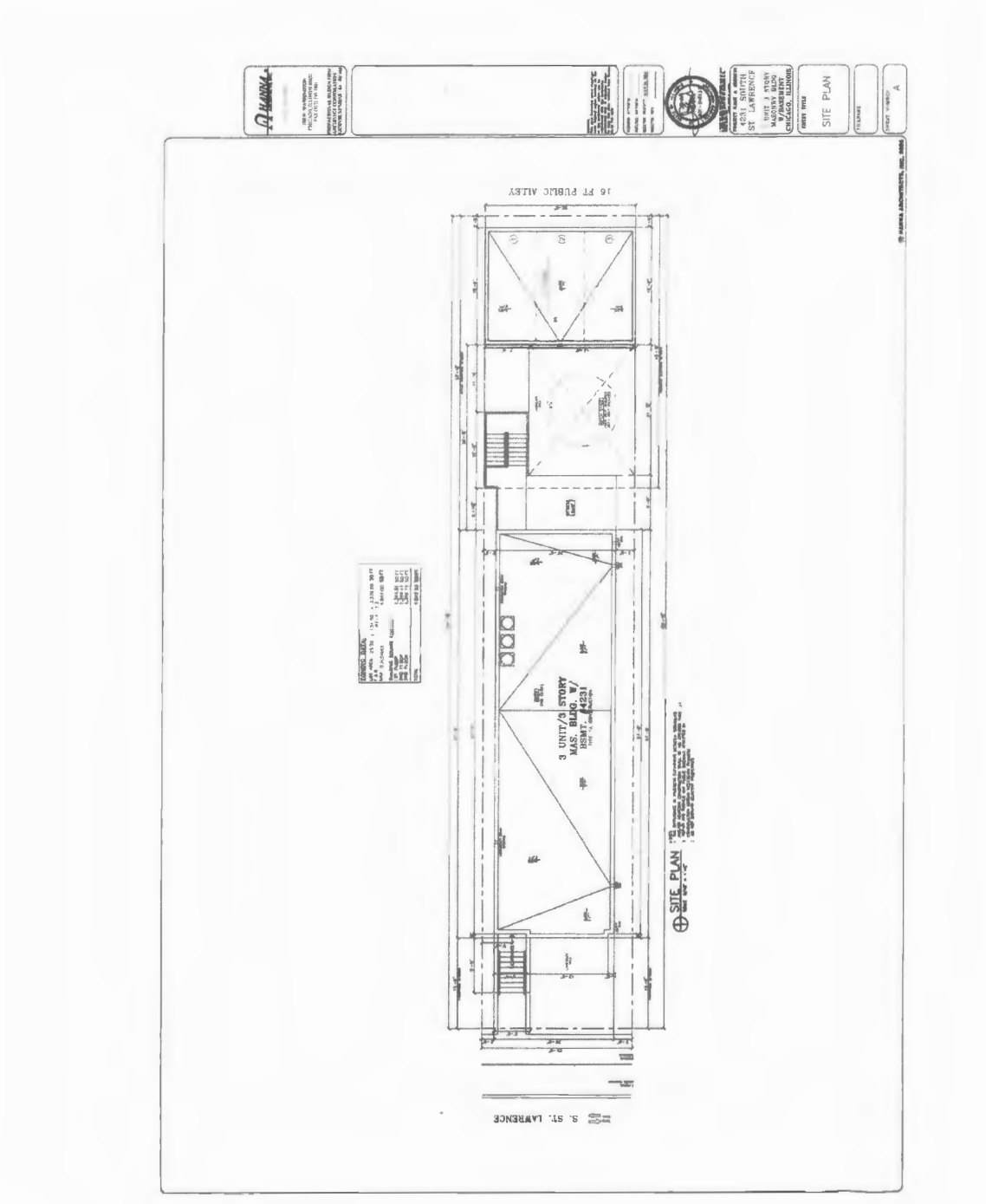


*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Subject To Change With Department Approval)
(Page 2 of 4)

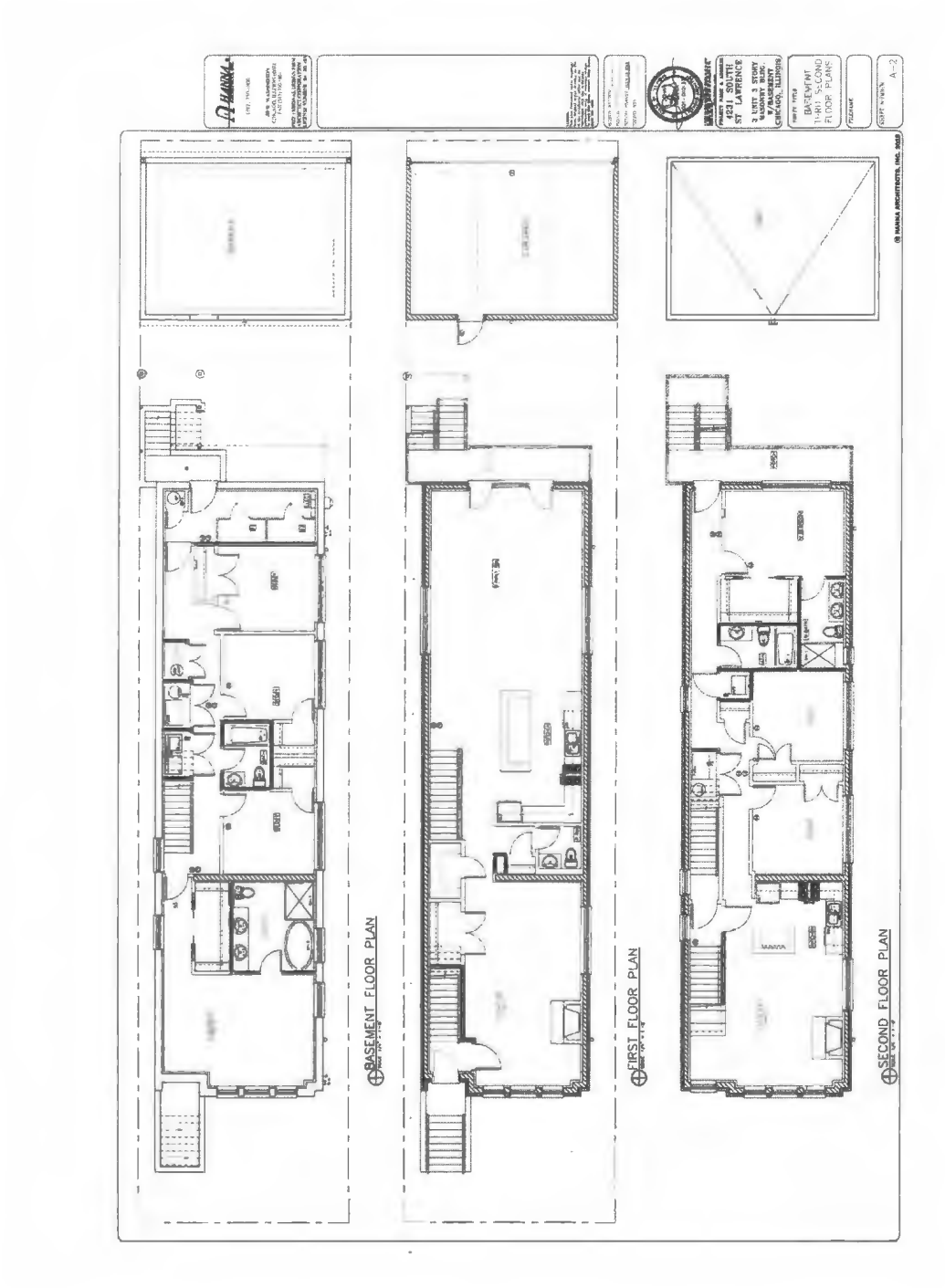


*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Subject To Change With Department Approval)
(Page 3 of 4)

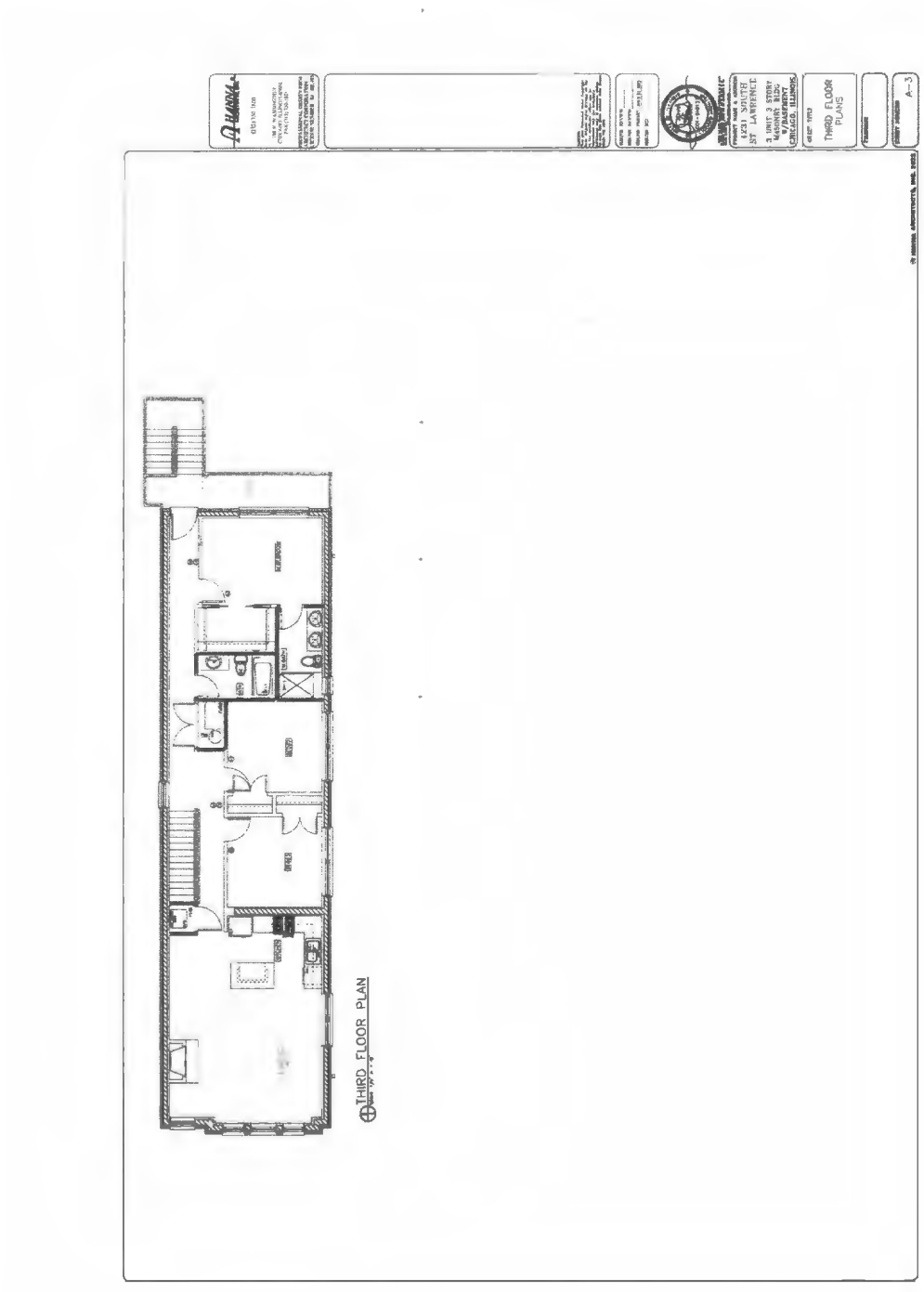
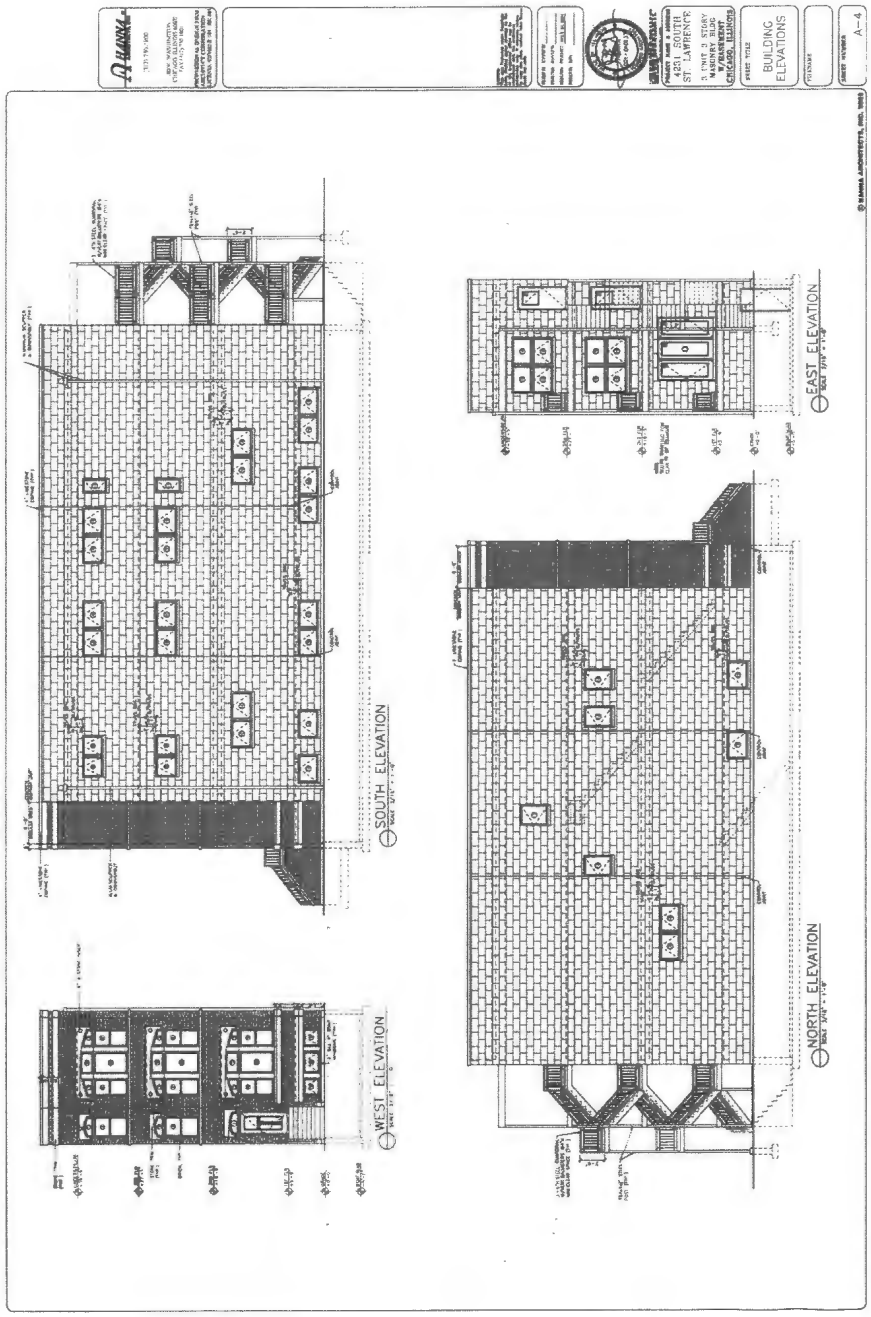


*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Subject To Change With Department Approval)
(Page 4 of 4)



## COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

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EXPRESSION OF SUPPORT FOR MEXICAN AMERICAN HERITAGE DAY ASSOCIATION AND THEIR EFFORTS TO DECLARE FEBRUARY 2ND AS MEXICAN AMERICAN HERITAGE DAY.

[SR2026-0023286]

The Committee on Immigrant and Refugee Rights submitted the following report:

CHICAGO, May 18, 2026.

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

Your Committee on Immigrant and Refugee Rights, having had under consideration a substitute resolution SR2026-0023286 introduced by Alderperson Sigcho-Lopez, concerning the commemoration of Mexican Heritage Day Association and support for call to declare February 2nd as Mexican American Heritage Day, begs leave to recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by voice vote of the members of the committee present on May 18, 2026 same roll call vote as was applied to determine quorum with 10 members present, with 0 dissentions.

(Signed) ANDRE VASQUEZ,
*Chair.*

On motion of Alderperson Vasquez, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, 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, Chicago is home to one of the largest Mexican-origin populations in the United States, and Mexican Americans represent approximately 1 in 5 Chicago residents, making them one of the largest ethnic communities in the city; and

WHEREAS, Mexican immigrants and Mexican Americans have been foundational to the growth and vitality of Chicago's neighborhoods, contributing significantly to the city's small business ecosystem, workforce, public service, education, arts, culture, and civic leadership; and

WHEREAS, Generations of Mexican Chicagoans have played essential roles in labor movements, civil rights advocacy, military service, and the ongoing advancement of equity and opportunity in the City of Chicago; and

WHEREAS, On February 2, 1848, the Treaty of Guadalupe Hidalgo was signed, marking a pivotal moment in the history of the United States and Mexico, reshaping the geographical, political and cultural landscapes of North America; and

WHEREAS, While the Treaty ceded lands that make up most of today's Southwest, it also granted U.S. citizenship to the Mexican citizens living in that territory, thus creating a new ethnic identity, the Mexican Americans; and

WHEREAS, Mexican Americans comprise the largest indigenous ethnic group in the United States, representing nearly 40 million people, acknowledging the historical roots with the people of Mexico and that these two communities were separated only by an artificial border; and

WHEREAS, February 2, 1848, symbolizes the birth of a new identity for Mexican Americans, and in that a determination to preserve culture, language, traditional values, and honor as a people who survived and thrived in the face of marginalization and discrimination; and

WHEREAS, This day honors the vital role Mexican Americans have carried out in building and strengthening the fabric of this nation, shaping the U.S. economy and society, enriching the arts, serving in its defense in time of war, and advocating for civil rights and labor reforms; and

WHEREAS, This day deserves recognition with events and activities that are appropriate to the nature of the cultural values that merit preservation and respect for the history held and one that must be passed on to the youth and children; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council commemorate the efforts of the Mexican American Heritage Day Association and support their call for February 2nd to be Mexican American Heritage Day as they continue to foster greater understanding and unity in a diverse America and thereby enhance recognition of the history and culture that the American people have in common.

## COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

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AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 11.111 TO ALLOW ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. ASHLAND AVE.

[O2026-0024913]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 20, 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 April 15, 2026) to amend the Municipal Code of Chicago by deleting subsection 4-60-022 (11.111) to allow additional alcoholic liquor 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 May 5, 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 4-6-022 of the Municipal Code of the City of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions on additional licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(11.111) On the east side of Ashland Avenue, from 43rd Street 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 4-60-022 OF MUNICIPAL CODE BY MODIFYING SUBSECTION 42.178 TO DISALLOW ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF E. ERIE ST., N. RUSH ST. AND E. ONTARIO ST.
[SO2026-0024893]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on License and Consumer Protection, having under consideration a ordinance introduced by Alderperson Brendan Reilly (which was referred on April 15, 2026) to amend the Municipal Code of Chicago by modifying subsection 4-60-022 (42.178)

to disallow additional alcoholic liquor licenses on portions of East Erie Street, North Rush Street and East Ontario Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on May 5, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

Alderperson Reilly moved to substitute the proposed ordinance. The motion to substitute *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderperson Silverstein, the said proposed substitute 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. Chapter 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-60-022 Restrictions on additional licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(42.178) ~~*[Reserved.]*~~ On the south side of Erie Street, from Rush Street to Michigan Avenue; and on the east side of Rush Street, from Erie Street to Ontario Street; and on the north side of Ontario Street, from Rush Street to Michigan Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance takes effect upon passage and publication.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY MODIFYING SUBSECTION 42.605 TO DISALLOW ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. STATE ST. AND E. HURON ST.

[O2026-0024894]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 20, 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 Brendan Reilly (which was referred on April 15, 2026) to amend the Municipal Code of Chicago by modifying subsection 4-60-023 (42.605) to disallow additional package goods licenses on portions of North State Street and East Huron Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on May 5, 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, and inserting the language underscored, as follows:

4-60-023 Restrictions on additional package goods licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(42.605) ~~*[Reserved].*~~ On the west side of State Street, from Superior Street to Huron Street; and on the north side of Huron Street, from State Street to Dearborn Street.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance takes effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 29.25 TO ALLOW ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. CHICAGO AVE. AND REPEAL OF O2025-0019934.

[O2026-0024480]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 20, 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 Chris Taliaferro (which was referred on April 15, 2026) to amend the Municipal Code of Chicago by deleting subsection 4-60-023 (29.95) to allow additional package goods licenses on a portion of West Chicago Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on May 5, 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:

WHEREAS, On October 16, 2025, the City Council of the City of Chicago voted to pass O2025-0019934; and

WHEREAS, O2025-0019934 was printed on pages 34110 through 34111 of the *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on such date; and

WHEREAS, The text of the ordinance contained an error wherein the ordinance purported to strike language from Section 4-60-022 of the Municipal Code of Chicago that did not exist in said section of the Code; and

WHEREAS, The intention of the ordinance was to instead strike the listed text from Section 4-60-023 of the Code; now, therefore,

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions on additional package goods licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(29.25) On Chicago Avenue, from Waller Avenue to Austin Boulevard.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. The Ordinance referenced as O2025-0019934 passed by the City Council of the City of Chicago on October 16, 2025, and published on pages 34110 through 34111 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date, is hereby repealed in its entirety.

SECTION 3. Section 4-60-022 (29.25) of the Municipal Code of Chicago shall remain unchanged from its state prior to the passage and publication of O2025-0019934.

SECTION 4. This ordinance shall be in force and effect upon passage and publication, and Sections 2 and 3 of this ordinance shall be retroactive to October 16, 2025.

---

*Action Deferred* -- AMENDMENT OF CHAPTER 4-156 OF MUNICIPAL CODE BY ADDING NEW SECTION 4-156-185 AND MODIFYING SECTIONS 4-156-150 AND 4-156-280 DEFINING AND PROHIBITING INSTALLATION OR USE OF SWEEPSTAKES MACHINES.

[SO2026-0024076]

The Committee on License and Consumer Protection submitted the following report which was, at the request of Alderperson Beale and Alderperson Lopez, *Deferred* and ordered published:

CHICAGO, May 20, 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 Beale and others (which was referred on March 18, 2026) to amend the Municipal Code of Chicago by modifying Chapter 4-156 regarding prohibition and penalties for violations of owning sweepstakes machines, begs leave to recommend that Your Honorable Body pass the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection, with Alderpersons Moore, Sposato and Clay dissenting, on May 5, 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. Section 4-156-150 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-156-150 Definitions.

As used in this chapter:

(Omitted text is unaffected by this ordinance.)

"Payoff" means the giving of money or other thing of value in exchange for a player's accumulated points or free games or replays.

(Omitted text is unaffected by this ordinance.)

"Sweepstakes machine" means any mechanically, electrically, or electronically operated machine or device, including, without limitation, a vending or other electronic 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, which is dependent upon an element of chance, and for which a person may purchase, receive, or be awarded a payoff, prize, gift, award, or any coupon, certificate, voucher, or other credit that can be redeemed or applied toward any item, service, or other thing of value, whether from such machine or device or otherwise. "Sweepstakes machine" does not include: (1) an automatic amusement device that is lawfully maintained and operated in accordance with this chapter; or (2) a licensed video gaming terminal that is lawfully maintained and operated in accordance with Chapter 4-155.

SECTION 2. Chapter 4-156 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-156-185, as follows:

4-156-185 Sweepstakes machines.

(a) It shall be unlawful for the owner or lessee of any premises or person in control of such premises to permit the installation or use of a sweepstakes machine within the City.

(b) Any person who permits the installation or use of a sweepstakes machine in violation of this section shall be subject to a fine of $1,000 per sweepstakes machine, and the Commissioner shall order the removal of such sweepstakes machine within 30 days. Any person who fails to timely comply with such removal order shall be subject to a fine of $2,000 per sweepstakes machine, and, in accordance with Section 4-4-280, all City licenses issued to such person for business activity on the applicable premises shall be suspended for not less than six months.

(c) If any person permits the installation or use of a sweepstakes machine in violation of this section after receiving and complying with a removal order under subsection (b): (1) all City licenses issued to such person for business activity on the applicable premises shall be revoked in accordance with Section 4-4-280; and (2) such sweepstakes machines shall be confiscated in accordance with Section 4-156-190.

(d) Nothing in this section limits the authority of the Commissioner to suspend or revoke any license in accordance with this Code.

SECTION 3. Section 4-156-280 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-156-280 Violation -- Penalty.

(a) ~~The~~ Except as otherwise provided in Section 4-156-185, the owner, manager, licensee or person in control of premises where an automatic amusement device is used for illegal gambling shall be subject to a fine of $5,000.00 for each device so used. Any other person violating any other provision of this chapter by possession or use of an illegal amusement device shall be fined not less than $500.00 nor more than $1,000.00 for each offense. Every day such violation continues shall constitute a separate and distinct offense. Fines under this section shall be in addition to suspension or revocation of business licenses issued under this Code, and in addition to confiscation and destruction of illegal amusement devices.

(Omitted text is unaffected by this ordinance.)

SECTION 4. This ordinance takes effect 10 days after passage and publication.

## COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

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### ESTABLISHMENT AND AMENDMENT OF PARKING METERS.

[SO2026-0025225]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 20, 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 La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Comptroller of the City of Chicago is directed to install and/or amend parking meters at the below listed locations:

| Ward | Location |
|---|---|
| 2 | Remove parking meters at East Chicago Avenue (north side) from North DuSable Lake Shore Drive to North Fairbanks Court -- Meter Zone Numbers 216404 and 216405; and add parking meters at East Ontario Street (both sides) from North Fairbanks Court to North McClurg Court; [O2026-0024128] |
| 4 | Parking meters at South Columbus Drive from East Balbo Drive to East Roosevelt Road; parking meters on the following streets shall operate according to the following day- and night- time categories: from 8:00 A.M. to 10:00 P.M. -- Monday through Sunday -- South Columbus Drive (both sides) from East Balbo Drive to East Roosevelt Road; [O2026-0024722] |
| 33 | Parking meters at North Sacramento Avenue (west side of the street) from West Belmont Avenue to the alley between West Belmont Avenue and West School Street; [SO2026-0024392] |
| 39 | Parking meters at West Bryn Mawr Avenue (north side of the street) from a point 395 feet east of North Pulaski Road to a point 1,363 feet east of North Pulaski Road; [O2026-0025051] |
| 39 | Remove parking meters at West Bryn Mawr Avenue (south side of the street) from North Bernard Street to North Christiana Avenue; and West Bryn Mawr Avenue (north side of the street) from North Christiana Avenue to North Kedzie Avenue; [O2026-0025053] |
| 42 | Repeal parking meters at West Grand Avenue (south side of the street) from a point 78 feet west of North State Street to a point 40 feet west thereof. [O2026-0024892] |

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)

[SO2026-0025220]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 20, 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 La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

*Establishment Of Disabled Permit Parking:*

| Ward | Location And Permit Number |
|---|---|
| 1 | 2573 West Lyndale Street -- Disabled Parking Permit Number 137225; [O2026-0024662] |
| 3 | 4730 South Indiana Avenue -- Disabled Parking Permit Number 137152; [O2026-0025081] |
| 3 | 4535 South Forrestville Avenue -- Disabled Parking Permit Number 138323; [O2026-0025082] |
| 4 | 4402 South Lake Park Avenue -- Disabled Parking Permit Number 136988; [O2026-0025083] |
| 4 | 3615 South Calumet Avenue -- Disabled Parking Permit Number 138800; [O2026-0025084] |
| 6 | 6562 South Yale Avenue (signs to be posted at 6565 South Yale Avenue) -- Disabled Parking Permit Number 134988; [O2025-0015278] |
| 6 | 7554 South Michigan Avenue -- Disabled Parking Permit Number 138345; [O2026-0024133] |
| 6 | 7228 South Rhodes Avenue -- Disabled Parking Permit Number 138344; [O2026-0024135] |
| 6 | 8221 South Eberhart Avenue -- Disabled Parking Permit Number 131414; [O2026-0024158] |
| 6 | 7714 South Prairie Avenue -- Disabled Parking Permit Number 138272; [O2026-0024161] |
| 6 | 7641 South Prairie Avenue -- Disabled Parking Permit Number 120679; [O2026-0025085] |

| Ward | Location And Permit Number |
|---|---|
| 6 | 212 East 89th Place -- Disabled Parking Permit Number 128556; [O2026-0025103] |
| 6 | 7005 South Parnell Avenue -- Disabled Parking Permit Number 138465; [O2026-0025104] |
| 7 | 7333 South Chappel Avenue -- Disabled Parking Permit Number 133276; [O2026-0024784] |
| 7 | 7931 South Saginaw Avenue -- Disabled Parking Permit Number 135857; [O2026-0025105] |
| 7 | 7363 South Coles Avenue -- Disabled Parking Permit Number 138346; [O2026-0025106] |
| 7 | 10060 South Van Vlissingen Road -- Disabled Parking Permit Number 138381; [O2026-0025107] |
| 8 | 8540 South Oglesby Avenue -- Disabled Parking Permit Number 138753; [O2026-0024830] |
| 8 | 946 East 93rd Street -- Disabled Parking Permit Number 138520; [O2026-0024939] |
| 8 | 8027 South Clyde Avenue -- Disabled Parking Permit Number 138665; [O2026-0025108] |
| 9 | 9213 South Wentworth Avenue -- Disabled Parking Permit Number 137762; [O2026-0025110] |
| 9 | 10440 South Forest Avenue -- Disabled Parking Permit Number 137793; [O2026-0025111] |
| 9 | 10654 South Langley Avenue -- Disabled Parking Permit Number 138281; [O2026-0025112] |
| 9 | 11319 South Edbrooke Avenue -- Disabled Parking Permit Number 138282; [O2026-0025113] |
| 9 | 11440 South St. Lawrence Avenue -- Disabled Parking Permit Number 138388; [O2026-0025114] |

| Ward | Location And Permit Number |
|---|---|
| 9 | 10839 South Indiana Avenue -- Disabled Parking Permit Number 138464; [O2026-0025115] |
| 9 | 10149 South Vernon Avenue -- Disabled Parking Permit Number 138501; [O2026-0025117] |
| 9 | 438 West 101st Place -- Disabled Parking Permit Number 138568; [O2026-0025119] |
| 10 | 11630 South Avenue H -- Disabled Parking Permit Number 137937; [O2026-0025120] |
| 10 | 13519 South Avenue L -- Disabled Parking Permit Number 138571; [O2026-0025121] |
| 11 | 3518 South Parnell Avenue -- Disabled Parking Permit Number 136593; [O2026-0024125] |
| 11 | 457 West 38th Street -- Disabled Parking Permit Number 138641; [O2026-0024164] |
| 11 | 3417 South Paulina Street -- Disabled Parking Permit Number 138652; [O2026-0024165] |
| 11 | 336 West 29th Street -- Disabled Parking Permit Number 138593; [O2026-0024505] |
| 11 | 2926 South Shields Avenue (signs to be posted at 2928 South Shields Avenue) -- Disabled Parking Permit Number 138683; [O2026-0024506] |
| 11 | 3512 South Union Avenue -- Disabled Parking Permit Number 137498; [O2026-0024508] |
| 11 | 3401 South Wallace Street -- Disabled Parking Permit Number 135472; [O2026-0024511] |
| 11 | 2919 South Parnell Avenue -- Disabled Parking Permit Number 138447; [O2026-0025126] |
| 11 | 3020 South Wallace Street (signs to be posted at 3022 South Wallace Street) -- Disabled Parking Permit Number 138600; and repeal ordinance passed February 18, 2026, *Journal of the Proceedings of the City Council of the City of Chicago,* page 40473, which reads: "Repeal Disabled Parking Permit Number 138600 at 3020 South Wallace Street (signs posted at 3022 South Wallace Street)" by striking the above; [O2026-0025198] |

| Ward | Location And Permit Number |
|---|---|
| 12 | 1747 West 38th Street -- Disabled Parking Permit Number 137891; [O2026-0025127] |
| 12 | 4237 South Artesian Avenue -- Disabled Parking Permit Number 138033; [O2026-0025128] |
| 13 | 6017 South Moody Avenue -- Disabled Parking Permit Number 138554; [O2026-0024774] |
| 13 | 6422 South La Crosse Avenue -- Disabled Parking Permit Number 138738; [O2026-0024775] |
| 13 | 6355 South La Crosse Avenue -- Disabled Parking Permit Number 137738; [O2026-0024776] |
| 13 | 5031 West 64th Place -- Disabled Parking Permit Number 137840; [O2026-0024777] |
| 14 | 5257 South Whipple Street (signs to be posted at 3018 West 53rd Street) -- Disabled Parking Permit Number 138153; [O2026-0024933] |
| 14 | 3737 West 51st Street -- Disabled Parking Permit Number 138008; [O2026-0024934] |
| 14 | 5239 South St. Louis Avenue -- Disabled Parking Permit Number 137409; [O2026-0025056] |
| 14 | 4713 South Komensky Avenue -- Disabled Parking Permit Number 135982; [O2026-0025057] |
| 14 | 5124 South Sacramento Avenue -- Disabled Parking Permit Number 130651; [O2026-0025058] |
| 14 | 5223 South Campbell Avenue -- Disabled Parking Permit Number 138143; [O2026-0025071] |
| 16 | 6648 South Hoyne Avenue -- Disabled Parking Permit Number 117703; [O2026-0025129] |
| 16 | 6034 South Loomis Boulevard -- Disabled Parking Permit Number 137254; [O2026-0025130] |

| Ward | Location And Permit Number |
|---|---|
| 16 | 6007 South Talman Avenue -- Disabled Parking Permit Number 137413; [O2026-0025132] |
| 16 | 6619 South Honore Street -- Disabled Parking Permit Number 138107; [O2026-0025133] |
| 17 | 7754 South Hermitage Avenue -- Disabled Parking Permit Number 138338; [O2026-0024507] |
| 17 | 7623 South Hermitage Avenue -- Disabled Parking Permit Number 110018; [O2026-0024509] |
| 17 | 7652 South Aberdeen Street -- Disabled Parking Permit Number 136179; [O2026-0024510] |
| 17 | 7124 South Talman Avenue -- Disabled Parking Permit Number 135465; [O2026-0024516] |
| 17 | 7737 South Hermitage Avenue -- Disabled Parking Permit Number 137926; [O2026-0025134] |
| 17 | 7331 South Sangamon Street -- Disabled Parking Permit Number 138177; [O2026-0025135] |
| 17 | 6756 South Elizabeth Street -- Disabled Parking Permit Number 138526; [O2026-0025136] |
| 18 | 2336 West 80th Street -- Disabled Parking Permit Number 134174; [O2026-0024706] |
| 18 | 7235 South Troy Street -- Disabled Parking Permit Number 138193; [O2026-0025138] |
| 18 | 7758 South Homan Avenue -- Disabled Parking Permit Number 138335; [O2026-0025139] |
| 18 | 7229 South Oakley Avenue -- Disabled Parking Permit Number 138575; [O2026-0025140] |
| 19 | 8843 South Beverly Avenue -- Disabled Parking Permit Number 138157; [O2026-0024656] |
| 19 | 10767 South Church Street -- Disabled Parking Permit Number 136753; [O2026-0024729] |

| Ward | Location And Permit Number |
|---|---|
| 20 | 6230 South Vernon Avenue -- Disabled Parking Permit Number 138283; [O2026-0025072] |
| 20 | Amend ordinance passed April 15, 2026, which reads: "6626 South Evans Avenue -- Disabled Parking Permit Number 134517" by striking: "6626" and inserting: "6226" in lieu thereof; [O2026-0025074] |
| 20 | 6107 South Drexel Avenue -- Disabled Parking Permit Number 136992; [O2026-0025075] |
| 20 | 5240 South Wells Street -- Disabled Parking Permit Number 137611; [O2026-0025077] |
| 20 | 6033 South Champlain Avenue -- Disabled Parking Permit Number 138523; [O2026-0025078] |
| 20 | 4844 South Marshfield Avenue -- Disabled Parking Permit Number 138640; [O2026-0025079] |
| 20 | 6426 South Ingleside Avenue -- Disabled Parking Permit Number 135110; [O2026-0025141] |
| 21 | 1247 West 97th Street -- Disabled Parking Permit Number 138535; [O2026-0025144] |
| 21 | 10445 South Peoria Street -- Disabled Parking Permit Number 138608; [O2026-0025145] |
| 22 | 2843 South Springfield Avenue -- Disabled Parking Permit Number 137361; [O2026-0025146] |
| 23 | 5124 South Leamington Avenue -- Disabled Parking Permit Number 138066; [O2026-0025147] |
| 24 | 1336 South Tripp Avenue -- Disabled Parking Permit Number 138099; [O2026-0025148] |
| 24 | 2947 West 25th Place -- Disabled Parking Permit Number 138120; [O2026-0025149] |
| 25 | 2345 South Sawyer Avenue -- Disabled Parking Permit Number 136462; [O2026-0025150] |

| Ward | Location And Permit Number |
|---|---|
| 25 | 714 West 19th Place -- Disabled Parking Permit Number 137100; [O2026-0025151] |
| 25 | 1417 West Cullerton Street -- Disabled Parking Permit Number 138198; [O2026-0025153] |
| 25 | 1719 West 16th Street -- Disabled Parking Permit Number 138224; [O2026-0025154] |
| 26 | 2146 North Lavergne Avenue -- Disabled Parking Permit Number 137689; [O2026-0024822] |
| 26 | 1745 North Keystone Avenue -- Disabled Parking Permit Number 137704; [O2026-0024823] |
| 26 | 1823 North Kedvale Avenue -- Disabled Parking Permit Number 137804; [O2026-0024824] |
| 26 | 2216 North Laramie Avenue -- Disabled Parking Permit Number 138590; [O2026-0024825] |
| 26 | 2155 North Avers Avenue -- Disabled Parking Permit Number 138661; [O2026-0024828] |
| 26 | 1937 North Ridgeway Avenue -- Disabled Parking Permit Number 136783; [O2026-0025155] |
| 26 | 2251 North Lavergne Avenue -- Disabled Parking Permit Number 138106; [O2026-0025156] |
| 26 | 2116 North Kilbourn Avenue -- Disabled Parking Permit Number 138359; [O2026-0025157] |
| 26 | 1154 North Campbell Avenue -- Disabled Parking Permit Number 138460; [O2026-0025159] |
| 26 | 1654 North Lawndale Avenue -- Disabled Parking Permit Number 138591; [O2026-0025160] |
| 27 | 19 South Hoyne Avenue -- Disabled Parking Permit Number 138907; [O2026-0024942] |
| 27 | 725 North Sawyer Avenue -- Disabled Parking Permit Number 137728; [O2026-0025161] |

| Ward | Location And Permit Number |
|---|---|
| 27 | 735 North Avers Avenue -- Disabled Parking Permit Number 137865; [O2026-0025162] |
| 29 | 1620 North Oak Park Avenue -- Disabled Parking Permit Number 137615; [O2026-0024160] |
| 29 | 1324 North Menard Avenue -- Disabled Parking Permit Number 137644; [O2026-0025163] |
| 29 | 1732 North Menard Avenue -- Disabled Parking Permit Number 138206; [O2026-0025164] |
| 29 | 1728 North Menard Avenue -- Disabled Parking Permit Number 138630; [O2026-0025165] |
| 30 | 6141 West Henderson Street -- Disabled Parking Permit Number 138398; [O2026-0025166] |
| 31 | 2523 North Kildare Avenue -- Disabled Parking Permit Number 132686; [O2026-0024816] |
| 31 | 5352 West Melrose Street -- Disabled Parking Permit Number 138454; [O2026-0024818] |
| 31 | 5245 West Newport Avenue -- Disabled Parking Permit Number 137647; [O2026-0025167] |
| 31 | 4321 West Drummond Place -- Disabled Parking Permit Number 138667; [O2026-0025168] |
| 31 | 4037 West Wellington Avenue -- Disabled Parking Permit Number 138671; [O2026-0025169] |
| 31 | 3339 North Lamon Avenue -- Disabled Parking Permit Number 138700; [O2026-0025170] |
| 35 | 3304 West Diversey Avenue -- Disabled Parking Permit Number 138423; [O2026-0024844] |
| 35 | 2738 North Drake Avenue -- Disabled Parking Permit Number 137820; [O2026-0024845] |
| 35 | 2952 North Sawyer Avenue -- Disabled Parking Permit Number 132479; [O2026-0024846] |

| Ward | Location And Permit Number |
|---|---|
| 35 | 4115 West Dickens Avenue -- Disabled Parking Permit Number 138815; [O2026-0024847] |
| 35 | 3566 West Lyndale Street -- Disabled Parking Permit Number 138706; [O2026-0025171] |
| 36 | Amend ordinance passed February 18, 2026, *Journal of the Proceedings of the City Council of the City of Chicago*, page 40480, which reads: "2901 North New England Avenue (signs to be posted at 2905 North New England Avenue) -- Disabled Parking Permit Number 137773" by striking: "2905 North New England Avenue" and inserting: "6850 West George Street" in lieu thereof; [O2026-0024842] |
| 36 | Amend ordinance passed on December 10, 2025, *Journal of the Proceedings of the City Council of the City of Chicago,* page 36164, which reads: "6221 West Diversey Avenue -- Disabled Parking Permit Number 136589" by striking: "136589" and inserting: "136859" in lieu thereof; [O2026-0024843] |
| 36 | 2113 North Narragansett Avenue -- Disabled Parking Permit Number 137997; [O2026-0025172] |
| 36 | 2200 North Monitor Avenue -- Disabled Parking Permit Number 138121; [O2026-0025173] |
| 37 | 1753 North Long Avenue -- Disabled Parking Permit Number 137753; [O2026-0025174] |
| 37 | 1723 North Leclaire Avenue -- Disabled Parking Permit Number 137781; [O2026-0025175] |
| 37 | 955 North Leclaire Avenue -- Disabled Parking Permit Number 138021; [O2026-0025176] |
| 37 | 402 North Lockwood Avenue -- Disabled Parking Permit Number 138330; [O2026-0025178] |
| 38 | 4213 North Mobile Avenue -- Disabled Parking Permit Number 138684; [O2026-0025179] |

| Ward | Location And Permit Number |
|---|---|
| 38 | 3247 North Neenah Avenue -- Disabled Parking Permit Number 138711; [O2026-0025184] |
| 40 | 6624 North Seeley Avenue -- Disabled Parking Permit Number 138397; [O2026-0025185] |
| 40 | 5241 North Rockwell Street -- Disabled Parking Permit Number 138737; [O2026-0025186] |
| 43 | 2023 North Clifton Avenue -- Disabled Parking Permit Number 138913; [O2026-0025188] |
| 45 | 5250 West Winona Street -- Disabled Parking Permit Number 138619; [O2026-0025189] |
| 46 | Amend ordinance passed December 10, 2025, *Journal of the Proceedings of the City Council of the City of Chicago*, page 36145, which reads: "3901 North Sheridan Road -- Disabled Parking Permit Number 134552" by inserting: "signs to be posted at 952 West Sheridan Road"; [O2026-0024663] |
| 47 | 4339 North Winchester Avenue -- Disabled Parking Permit Number 138770; [O2026-0025190] |
| 48 | 1334 West Bryn Mawr Avenue -- Disabled Parking Permit Number 138295; [O2026-0025191] |
| 50 | 6241 North Richmond Street -- Disabled Parking Permit Number 136543; [O2026-0024156] |
| 50 | 6240 North Richmond Street -- Disabled Parking Permit Number 137436; [O2026-0025192] |
| 50 | 6423 North Damen Avenue -- Disabled Parking Permit Number 138453; [O2026-0025194] |
| 50 | 2206 West Arthur Avenue -- Disabled Parking Permit Number 138566; [O2026-0025195] |
| 50 | 6256 North Richmond Street -- Disabled Parking Permit Number 138677; [O2026-0025196] |

*Repeal Of Disabled Permit Parking:*

| Ward | Location And Permit Number |
|---|---|
| 6 | Repeal Disabled Parking Permit Number 83046 at 8040 South Langley Avenue; [O2026-0024122] |
| 6 | Repeal Disabled Parking Permit Number 96746 at 7313 South Langley Avenue; [O2026-0024123] |
| 11 | Repeal Disabled Parking Permit Number 117289 at 3743 South Lowe Avenue; [O2026-0024515] |
| 11 | Repeal Disabled Parking Permit Number 53197 at 4204 South Wallace Street; [O2026-0024735] |
| 13 | Repeal Disabled Parking Permit Number 131848 at 6048 South Nagle Avenue; [O2026-0024773] |
| 14 | Repeal Disabled Parking Permit Number 137290 at 6219 South Spaulding Avenue; [O2026-0025055] |
| 23 | Repeal Disabled Parking Permit Number 70829 at 5316 South Kolin Avenue; [O2026-0024124] |
| 25 | Repeal Disabled Parking Permit Number 120223 at 2252 West 24th Street; [O2026-0024935] |
| 32 | Repeal Disabled Parking Permit Number 133100 at 2240 West Homer Street; [O2026-0024667] |
| 35 | Repeal Disabled Parking Permit Number 96980 at 3706 North Bernard Street; [O2026-0024849] |
| 50 | Repeal Disabled Parking Permit Number 132494 at 6218 North Whipple Street. [O2026-0024177] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

## ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.

[SO2026-0025223]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 20, 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 no parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

| Ward | Location |
|---|---|
| 22 | South Pulaski Road (west side of the street) from a point 347 feet south of West Ogden Avenue to a point 112 feet south thereof -- standing/tow-away zone -- 30 minutes -- use flashing lights -- 8:30 A.M. to 5:00 P.M. -- Monday through Friday -- 8:00 A.M. to 1:00 P.M.; [O2026-0025054] |
| 28 | Repeal ordinance passed October 16, 2013, *Journal of the Proceedings of the City Council of the City of Chicago,* page 61815, which reads: "South Washtenaw Avenue (west side) from West Ogden Avenue to West 15th Street -- no parking/tow-away zone -- at all times -- all days" by striking the above; [O2026-0024002] |
| 28 | Repeal ordinance which reads: "West Ogden Avenue service drive (south side) from South California Avenue to South Washtenaw Avenue -- no parking/ tow-away zone -- at all times -- all days" by striking the above; [O2026-0024004] |
| 40 | North Lincoln Avenue (both sides of the street) from West Bryn Mawr Avenue to North California Avenue -- no semi-truck parking -- tow-away zone -- at all times -- all days (public benefit); [O2026-0025050] |
| 42 | Amend ordinance passed June 11, 2008, *Journal of the Proceedings of the City Council of the City of Chicago*, page 29557, which reads: "West Delaware Place (south side) from a point 80 feet west of North State Street to a point 59 feet west thereof -- 15 minute standing zone -- use flashing lights -- 8:00 A.M. to 5:00 P.M. -- all days" by striking the above and inserting: "West Delaware Place (south side) from a point 69 feet west of North State Street to a point 74 feet west thereof -- reserved disabled parking -- at all times -- all days" in lieu thereof; [O2026-0024944] |
| 45 | West Ardmore Avenue (north side) from a point 47 feet west of North McVicker Avenue to a point 46 feet west thereof -- reserved disabled parking -- no parking/tow-away zone -- 3:00 P.M. to 6:30 P.M. -- Saturday -- 7:00 A.M. to 3:00 P.M. -- Sunday (public benefit); [O2026-0023864] |
| 47 | North Oakley Avenue (west side) from a point 240 feet north of West Waveland Avenue to a point 20 feet north thereof -- no parking -- disabled loading zone -- 7:30 A.M. to 8:30 A.M. and 2:30 P.M. to 4:30 P.M. -- school days (public benefit); [O2026-0025059] |

| Ward | Location |
|---|---|
| 47 | West Waveland Avenue (north side) from a point 40 feet west of North Oakley Avenue to a point 234 feet west thereof -- no parking except authorized school personnel only -- tow-away zone -- 8:00 A.M. to 3:30 P.M. -- school days; [O2026-0025080] |
| 47 | Amend ordinance passed September 25, 2025, *Journal of the Proceedings of the City Council of the City of Chicago*, page 32067, which reads: "West Sunnyside Avenue (south side) from a point 34 feet west of North Clark Street to a point 40 feet west thereof -- 30 minute standing zone -- use flashing lights -- tow-away zone -- at all times -- all days" by striking: "40 feet west" and inserting: "60 feet west" in lieu thereof; [O2026-0022342] |
| 48 | 1124 West Ainslie Street (fire hydrant) to 1132 West Ainslie Street (north side of the street) -- 15 minute standing zone with flashing lights -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (public benefit). [O2026-0025069] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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## ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2026-0025226]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 20, 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 La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

| Ward | Location And Permit Number |
|---|---|
| 25 | Amend ordinance passed February 19, 2020, *Journal of the Proceedings of the City Council of the City of Chicago,* page 14129, which reads: "Residential Permit Parking Zone 2244 at West 16th Street, from South Loomis Street to South Laflin Street (both sides) -- at all times -- Monday through Friday" by striking: "South Loomis Street to South Laflin Street (both sides)" and inserting: "1413 -- 1449 West 16th Street (south side only)" in lieu thereof; [O2026-0023965] |

| Ward | Location And Permit Number |
|---|---|
| 27 | Amend ordinance passed March 18, 2026, *Journal of the Proceedings of the City Council of the City of Chicago*, page 41620, which reads: "amend ordinance which reads: 'Residential Permit Parking Zone 2335 at 312 North May Street (west side) from West Carroll Street 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" by striking: "2335" and inserting: "2235" in lieu thereof; [O2026-0025061] |
| 31 | Residential Permit Parking Zone 2503 at 4900 -- 4952 and 4901 -- 4950 West Melrose Street -- at all times -- all days; [O2026-0024119] |
| 39 | Residential Permit Parking Zone 1 at 5600 North St. Louis Avenue to the first driveway south thereof -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday; [O2026-0025044] |
| 39 | Repeal Residential Permit Parking Zone 1 at 3433 -- 3457 West Bryn Mawr Avenue (south side) -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday; [O2026-0025049] |
| 40 | Amend ordinance passed November 26, 2013, *Journal of the Proceedings of the City Council of the City of Chicago*, page 68801, which reads: "extension of Residential Permit Parking Zone 43 at 2500 block of West Farragut Avenue from North Rockwell Street to the first alley east, 2514 -- 2534 West Farragut Avenue -- 6:00 P.M. to 2:00 A.M. -- all days" by striking: "2514 -- 2534 West Farragut Avenue" and inserting: "2500 -- 2534 West Farragut Avenue" in lieu thereof. [O2026-0025042] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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## INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.

[SO2026-0025227]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and an order to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

| Ward | Location And Type Of Sign |
|---|---|
| 12 | South Wallace Street and West 24th Place -- "All-Way Stop", stopping all approaches; [Or2026-0023655] |
| 12 | South Damen Avenue, from West Pershing Road to West 35th Street -- weight limitation -- 5 tons; [SO2026-0023680] |

| Ward | Location And Type Of Sign |
|---|---|
| 12 | Amend ordinance passed July 1, 1970, *Journal of the Proceedings of the City Council of the City of Chicago*, pages 8853 to 8854, which reads: "South Whipple Street, from South Archer Avenue to West 47th Street -- one-way southerly" by striking the above and inserting: "South Whipple Street, from South Archer Avenue to West 43rd Street -- one-way northerly; and South Whipple Street, from West 43rd Street to West 47th Street -- one-way southerly" in lieu thereof; [O2026-0025060] |
| 28 | West Adams Street, from South Kostner Avenue to South Kilbourn Avenue -- weight limitation -- 5 tons; [O2026-0025062] |
| 28 | South Kostner Avenue and West Wilcox Street -- "All-Way Stop", stopping all approaches; [O2026-0025063] |
| 29 | North Narragansett Avenue and West Wabansia Avenue -- "All-Way Stop", stopping all approaches; [O2026-0024311] |
| 32 | West Oakdale Avenue, from North Lakewood Avenue to North Racine Avenue -- speed limitation – 20 miles per hour; [O2026-0025064] |
| 39 | North Forest Glen Avenue, from North Latham Avenue to North Kercheval Avenue; North Kercheval Avenue, from North Forest Glen Avenue to North Kenton Avenue; North Kenton Avenue, from North Kercheval Avenue to West Bryn Mawr Avenue; and North Bryn Mawr Avenue, from North Kenton Avenue to Sauganash Trail -- speed limitation -- 20 miles per hour; [O2026-0025045] |
| 39 | West Bryn Mawr Avenue, from Weber Spur Trail to North Shore Channel Trail -- speed limitation -- 20 miles per hour; [O2026-0025047] |
| 44 | West Oakdale Avenue, from North Racine Avenue to North Lake Shore Drive -- speed limitation -- 20 miles per hour; [O2026-0025065] |
| 44 | West Wellington Avenue, from North Racine Avenue to North Lake Shore Drive -- speed limitation -- 20 miles per hour; [O2026-0025066] |
| 44 | West Wellington Avenue and North Mildred Avenue -- "All-Way Stop", stopping all approaches. [O2026-0025068] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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## COMMITTEE ON POLICE AND FIRE.

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APPOINTMENT OF ANGELIQUE GUZMAN AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[A2026-0024728]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 6, 2026.

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

Your Committee on Police and Fire held a meeting on Wednesday, May 6, 2026, in person to consider the appointment of Angelique Guzman as a Commissioner of the Community Commission for Public Safety and Accountability (A2026-0024728), 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 Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Angelique Guzman as a Commissioner of the Community Commission for Public Safety and 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 ANJANETTE YOUNG AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[A2026-0024727]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 6, 2026.

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

Your Committee on Police and Fire held a meeting on Wednesday, May 6, 2026, in person to consider the appointment of Anjanette Young as a Commissioner of the Community Commission for Public Safety and Accountability (A2026-0024727), 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 Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Anjanette Young as a Commissioner of the Community Commission for Public Safety and 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.

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]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 6, 2026.

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

Your Committee on Police and Fire held a meeting on Wednesday, May 6, 2026, in person to consider a resolution to call on the Chicago Police Department of Assets, Information, and Services to rename the 3rd District Police Station as "Police Officer Dorelle C. Brandon 3rd District Station" (R2926-0024085), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,
*Chair.*

On motion of Alderperson Taliaferro, the said proposed 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, Police Officer Dorelle C. Brandon served the residents of the City of Chicago with courage, integrity, and dedication as a member of the Chicago Police Department assigned to the 3rd District; and

WHEREAS, On January 25, 1984, Officer Dorelle C. Brandon made the ultimate sacrifice in the line of duty while engaged in an undercover narcotics operation, becoming the first female Chicago Police Officer killed in the line of duty; and

WHEREAS, Officer Brandon's service and sacrifice represent the highest ideals of public service and continue to inspire members of law enforcement and the broader community; and

WHEREAS, The City of Chicago has a proud tradition of honoring those who have given their lives in service to the public by commemorating their legacy in meaningful and lasting ways; and

WHEREAS, The Chicago Police Department 3rd District, where Officer Brandon served, stands as a fitting location to memorialize her life, sacrifice, and enduring contributions to public safety; and

WHEREAS, Renaming the 3rd District Police Station in honor of Officer Dorelle C. Brandon would serve as a permanent tribute and a reminder to all who enter of her bravery, dedication, and sacrifice; 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 Police Officer Dorelle C. Brandon; and

*Be It Further Resolved,* That the City Council calls upon the appropriate departments, including 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"; and

*Be It Further Resolved,* That an official plaque or marker be installed at the facility to commemorate Officer Brandon's service and sacrifice; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the family of Police Officer Dorelle C. Brandon as a symbol of the City's enduring gratitude and respect.

## COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

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APPOINTMENT OF WILLIAM CHEAKS, JR. AS COMMISSIONER OF DEPARTMENT OF TRANSPORTATION.

[A2026-0025158]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 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 *Approve* the proposed Mayoral appointment of William Cheaks, Jr. as the Commissioner for the Chicago Department of Transportation (A2026-0025158). This appointment was referred to the committee on May 13, 2026.

This recommendation was concurred in unanimously by a viva voice vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the committee's recommendation was *Concurred In* and the said proposed Mayoral appointment of William Cheaks, Jr. as the Commissioner of the Department of Transportation 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.

At this point in the proceedings, Commissioner Cheaks was granted leave of the Body to address the City Council.

Speaking from the Commissioners' gallery, Commissioner Cheaks thanked Mayor Johnson and the members of the City Council for their confidence in and support of his appointment and confirmation as Commissioner of the Department of Transportation. Declaring his appreciation for the privilege to serve the people of Chicago, Commissioner Cheaks also expressed his enthusiasm for the opportunity to work with members of the City Council in addressing the transportation needs of their communities.

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VACATION OF PUBLIC ALLEYS IN AREA BOUNDED BY N. MELVINA AVE., W. HIGGINS AVE., N. MOBILE AVE. AND W. FOSTER AVE.

[O2026-0023406]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 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 ordinance transmitted herewith for the vacation of public alleys in the area bounded by North Melvina Avenue, West Higgins Avenue, North Mobile Avenue and West Foster Avenue to 6200 Higgins LLC (O2026-0023406). This ordinance was referred to the committee on March 18, 2026.

This recommendation was concurred in unanimously by a viva voice 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:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to 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 properties at 6201 -- 6253 West Foster Avenue and 6200 -- 6258 West Higgins Avenue, Chicago, Illinois, are owned by 6200 Higgins LLC ("Owner"); and

WHEREAS, Owner has plans to sell the property for the development of a Sprouts Farmers Market grocery store; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of the public alleys described below; now, therefore,

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

SECTION 1. 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; said east-west right of way lying north of and adjoining the south right of way line of said West Foster Avenue; lying east of and adjoining the northerly right of way of West Higgins Avenue and lying west of and adjoining a line 33.00 feet west of and parallel of the east line of said southwest quarter of Section 8, all in Cook County, Illinois, said above described parcel containing 9,761 square feet or 0.224 acres, more or less, as shaded and legally

described by the words "Hereby Vacated" on the plat hereto attached as Exhibit A, which plat for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation. For recording purposes, the property index numbers and addresses of the properties adjacent to the to-be-vacated public right of way, are attached hereto as Exhibit B and incorporated by this reference.

SECTION 2. The vacation 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 October 2nd, 2025, and attached hereto as Exhibit C.

SECTION 3. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Developer shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys hereby vacated the sum _____ dollars ($_____), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made under the express condition that Owner, its successors and assigns, shall hold harmless, indemnify and defend the City of Chicago from all claims related to said vacation.

SECTION 5. The vacation herein provided for is further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Developer shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 6. This ordinance shall take effect and be in force from and after its passage and publication. The vacations shall take effect and be in force from and after recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) _____

Craig Turner,
Acting Commissioner of
Transportation

Introduced By:

(Signed) _____
Honorable James M. Gardiner,
Alderman, 45th Ward

CDOT File Number:

08-45-25-4107.

[Exhibit "A" referred to in this ordinance printed on page 43461 of this *Journal.*]

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

*Exhibit "B".*

*PIN And Address Ranges Of Properties Adjacent To To-Be-Vacated Street Segment.*

Commonly Known As:

6201 -- 6253 West Foster Avenue

6200 -- 6258 West Higgins Avenue
All in Chicago, Illinois 60630.

Adjacent PINs:

13-08-301-001-0000; and

13-08-301-002-0000.

*Exhibit "C".*

*Department Of Water Management Letter.*

October 2, 2025

City of Chicago
Department of Transportation
Division of Project Development/PUBLIC WAY
2 North LaSalle Street, Suite 950
Chicago, Illinois 60602-2570

Attention: Mr. Jai Kalayil
Deputy Commissioner

Regarding: Proposed Vacation Ordinance
45th Ward
For: 6200 Higgins LLC

Vacation of a portion of West Foster Avenue Right-of-Way within block bounded by West Higgins Avenue, North Melvina Avenue, and Mobile Avenue.

OUC File Number: VD-132062

M&P Project Number 08-45-25-4107
Water Atlas Page 62a
Sewer Atlas Page 40-3-64

Dear Mr. Kalayil:

This letter is in response to your inquiry concerning the proposed vacation. After reviewing our records, the Department of Water Management (DWM) has determined the following:

I) DWM -- Water Section

There is an 8-inch water main approximately 43 feet west of and parallel to the east line of North Melvina Avenue that serves the three homes on the east side of

North Melvina Avenue south of West Foster Avenue. The water main enters the north line of the proposed vacation and ends at the south line of the proposed vacation. This water main must be retained. Therefore, the easternmost 20 feet of the entire 17 feet width of the proposed vacation must remain public right-of-way. See the attached "Plat of Vacation -- DWM Water Section Exhibit". The Water Section has no objection to the remaining western portion of the proposed vacation.

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 vacation; therefore, the Sewer Section has no objection to the proposed vacation.

Please be advised that any development creating more than 7,500 square-feet of at grade impervious surface or disturbs a land area more than 15,000 square-feet shall be subject to the regulated development requirements of DWM's Stormwater Regulations and must go through DOB Stormwater review.

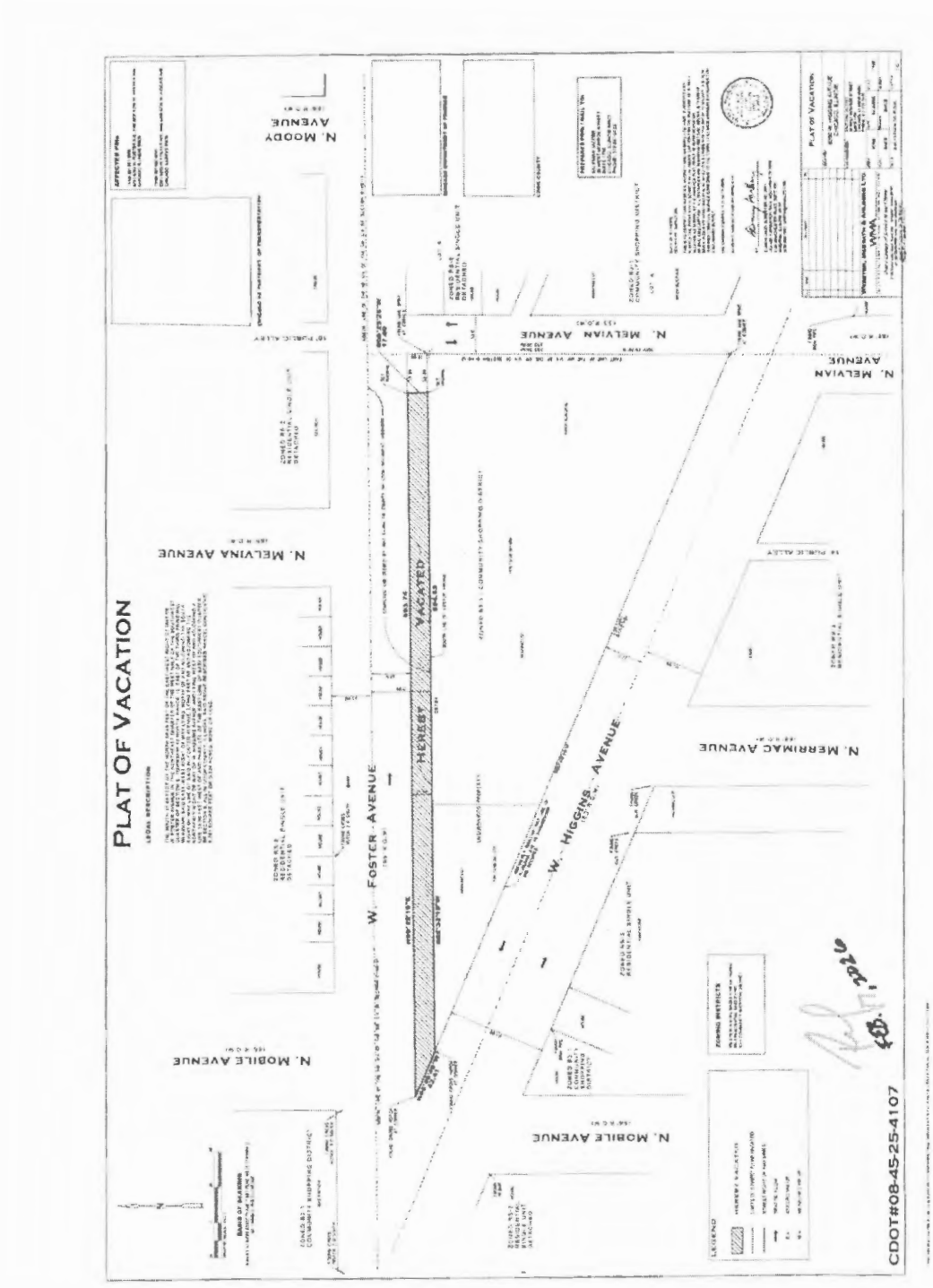
If there are any questions regarding the sewer facilities, contact Alexander Huynh at 312-744-4420 and Anupam Verma at 312-742-7108.

Very truly yours,

(Signed) Randy Conner (HK)
Commissioner

*Exhibit "A".*

*Plat Of Vacation.*
CDOT File No.: 08-45-25-4107



VACATION OF PORTION OF PUBLIC ALLEY IN AREA BOUNDED BY N. ROCKWELL ST., W. LYNDALE ST., N. MAPLEWOOD AVE. AND N. MILWAUKEE AVE.

[SO2025-0019499]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 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 ordinance transmitted herewith for the vacation of a portion of a public alley in the area bounded by North Rockwell Street, West Lyndale Street, North Maplewood Avenue and North Milwaukee Avenue to 2171 North Rockwell Street (SO2025-0019499). This property is located in the 1st Ward. This ordinance was referred to the committee on September 25, 2025.

This recommendation was concurred in unanimously by a viva voice 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:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to 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 properties at 2171 North Rockwell Street, Chicago, Illinois, with corresponding PINs of 13-36-221-004-0000 and 13-36-221-018-0000 are owned by 2171 Rockwell LLC, an Illinois limited liability company ("Buyer"); and

WHEREAS, Buyer's properties straddle a portion of the public alley which terminates parallel to the Owner's northerly property lines; and

WHEREAS, At some point in time, a previous property owner of 2171 North Rockwell Street incorporated the designated public way into their yard with a perimeter fence; and

WHEREAS, Buyer seeks to formally purchase and incorporate the aforementioned portion of the public alley into their property; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of the portion of public alley described below; now, therefore,

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

SECTION 1. Vacation of that part of a north-south 14 foot wide public alley lying south of and adjoining the north line of Lot 1 projected easterly to the west line of that part of Lot 19 (also being the south line of Lot 7 in Gray's Subdivision, ante-fire); lying north of and adjoining the south line of said Lot 1 projected easterly to said west line of that part of Lot 19; lying east of and adjoining the east line of said Lot 1 and lying west of and adjoining that part of said Lot 19, all inclusive in James M. Allen's Subdivision of Lots 8, 9, 10 and 11 in Gray's Subdivision of 8 acres east of and adjoining the west 35.62 acres northeast of the plank road, according to the plat recorded on April 11, 1882, as Document Number 386837, all being in the west half the northeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, the above described parcel containing 350 square feet, or 0.008 acres, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit A, which plat for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation. For recording purposes, the property index numbers (PINs) and address adjacent to the to-be-vacated alley is set forth in Exhibit B attached hereto.

SECTION 2. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Buyer shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated the sum of Forty-four Thousand Five Hundred Dollars ($44,500), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made under the express condition that Buyer, its successors and assigns, shall hold harmless, indemnify and defend the City of Chicago from all claims related to said vacation.

SECTION 4. The vacation herein provided for is further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Buyer 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 vacations shall take effect and be in force from and after recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) _____
Acting Commissioner,
Department of Transportation

Introduced By:

(Signed) _____
Honorable Daniel La Spata,
Alderman, 1st Ward

CDOT File Number:

36-01-24-4072.

[Exhibit "A" referred to in this ordinance printed on page 43465 of this *Journal.*]

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

*Exhibit "B".*

*PIN And Address Range Of Property Adjacent To To-Be-Vacated Alley.*

Commonly Known As:

2171 North Rockwell Street
All in Chicago, Illinois 60647.

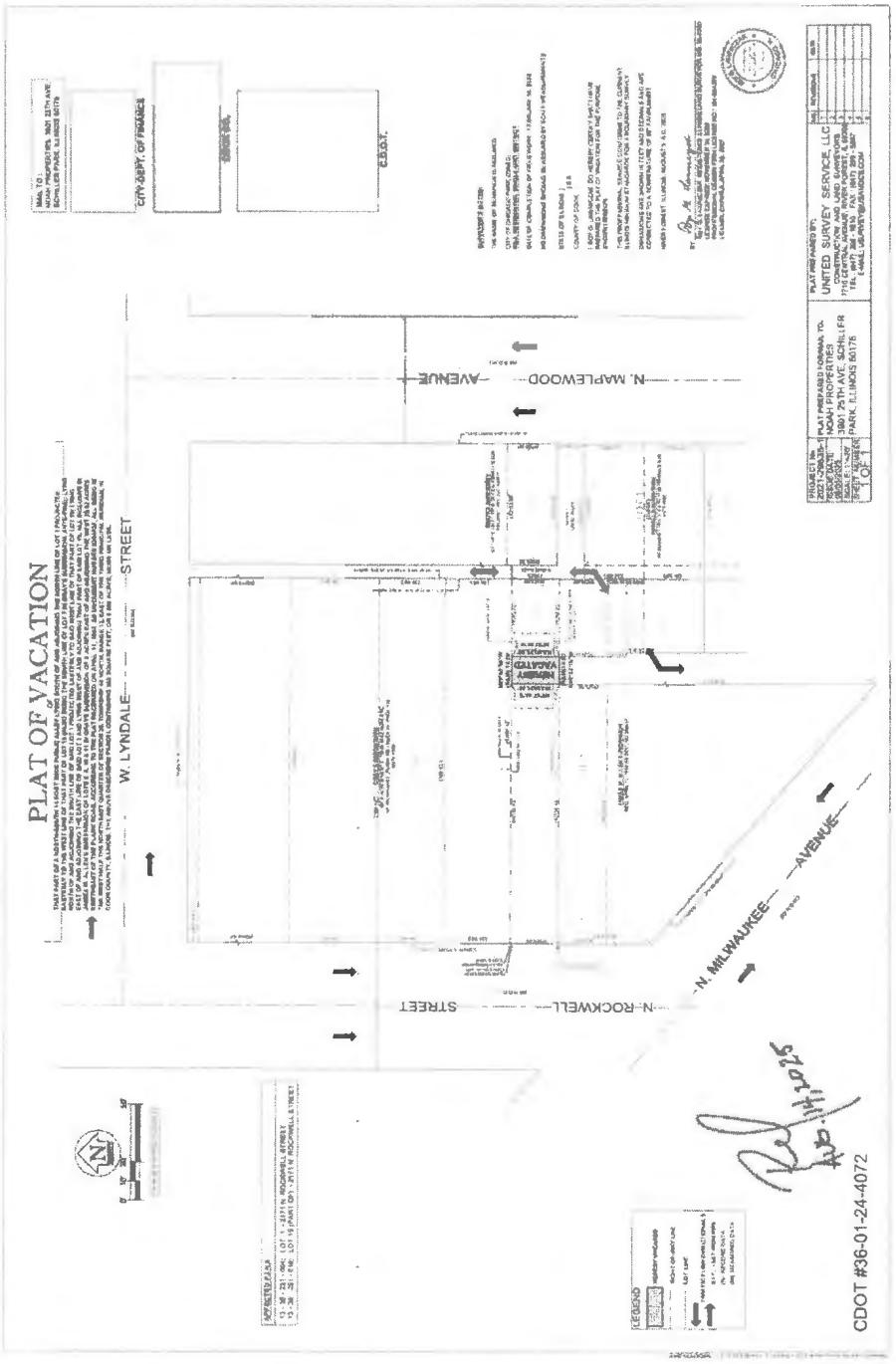
Adjacent PINs:

13-36-221-004-0000; and

13-36-221-018-0000.

*Exhibit "A".*

*Plat Of Vacation.*
CDOT File No.: 36-01-24-4072



DEDICATION OF PUBLIC ALLEYS IN AREA BOUNDED BY W. CONGRESS PKWY., S. LOTUS AVE., W. HARRISON ST. AND S. LOCKWOOD AVE.

[O2026-0024644]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 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 ordinance transmitted herewith for the dedication of two, 18-foot, north-south alleys in the block bounded by West Congress Parkway, South Lotus Avenue, West Harrison Street and South Lockwood Avenue (O2026-0024644). This property is located in the 29th Ward. This ordinance was referred to the committee on April 15, 2026.

This recommendation was concurred in unanimously by a viva voice 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 dedication of two, 18-foot, north-south alleys in the block bounded by West Congress Parkway, South Lotus Avenue, West Harrison Street, South Lockwood Avenue, said land being owned by the Public Buildings Commission of Chicago, a municipal corporation ("Owner"). These 18-foot alleys were never dedicated but are built to the appropriate width and have been used as alleys for at least 15 years.

Dedication of:

A north-south 18 foot wide strip of land being the east 18 feet of the south 156.50 feet of Lot 112 lying south of the south line of West Congress Parkway in School Trustee's Subdivision of the north part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof, recorded October 24, 1859, ante-fire, described as follows: beginning at the southeast corner of Lot 112, being also the southwest corner of Lot 7 in Fischer & Erlicher's Subdivision of Lot 111 in School Trustee's Subdivision aforesaid, recorded May 2, 1905 as Document Number 3689120; thence north 89 degrees, 34 minutes, 44 seconds west along the south line of Lot 112 aforesaid 18.00 feet; thence north 00 degrees, 15 minutes, 53 seconds west, 156.51 feet to the north line of the east-west 16-foot-wide public alley lying north of and adjoining Lot 7 aforesaid extended west; thence south 89 degrees, 33 minutes, 08 seconds east along said north line extended west, 18.00 feet to the east line of Lot 112 aforesaid; thence south 00 degrees, 15 minutes, 53 seconds east along said east line, 156.50 feet to the point of beginning, in Cook County, Illinois said above described parcel containing 2,817 square feet or 0.065 acre, more or less.

Together with:

A north-south 18 foot wide strip of land being the west 18 feet of Lot 28 in Davis and Son's Subdivision (according to the plat thereof recorded January 17, 1890 as Document Number 1211104) of Lots 113 and 114 in the School Trustee's Subdivision of the north part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof, recorded October 24, 1859, ante-fire, described as follows: beginning at the northwest corner of Lot 28 aforesaid; thence south 89 degrees, 31 minutes, 32 seconds east along the north line of Lot 28 aforesaid 18.00 feet; thence south 00 degrees, 15 minutes, 33 seconds east, 140.43 feet to the south line of said Lot 28; thence north 89 degrees, 33 minutes, 08 seconds west along said south line, 18.00 feet to the southwest corner said Lot 28; thence north 00 degrees, 15 minutes, 33 seconds west along the west line of Lot 28 aforesaid, 140.43 feet to the point of beginning, in Cook County, Illinois said described parcel containing 2,528 square feet or 0.058 acre, more or less, with a total area of 5,345 square feet or 0.123 acre more or less, as shaded and legally described by the words "Hereby Dedicated" on the plat hereto attached as Exhibit A, which plat for greater certainty, is hereby made a part of this ordinance, be and the same is hereby accepted

and opened to public use as the same is intended for public benefit and the public interest will be subserved by such dedication. For recording purposes, the property index numbers (PINs) and address ranges associated with the to-be-dedicated properties are set forth in Exhibit B attached hereto.

SECTION 2. The dedications herein provided for are 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 February 20th, 2026, and attached hereto as Exhibit C.

SECTION 3. The dedications herein provided for are 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 4. This ordinance shall take effect and be in force from and after its passage and publication. The dedications shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Dedication Approved:

(Signed) _____
Craig Turner,
Acting Commissioner,
Department of Transportation

Introduced By:

(Signed) _____
Honorable Christopher Taliaferro,
Alderman, 29th Ward

CDOT File Number:

16-29-25-4121.

[Exhibit "A" referred to in this ordinance printed on pages 43472 and 43473 of this *Journal.*]

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

*Exhibit "B".*

*PINs And Address Ranges Of To-Be-Dedicated Alleys.*

Commonly Known As:

5401 West Congress Parkway
5334 West Harrison Street
All in Chicago, Illinois 60644.

PINs:

16-16-121-019-0000; and

16-16-121-063-0000.

*Exhibit "C".*

*Department Of Water Management Letter.*

February 20, 2026

City of Chicago
Department of Transportation
Division of Project Development/PUBLIC WAY
2 North LaSalle Street, Suite 950
Chicago, Illinois 60602-2570

Attention: Mr. Jai Kalayil
Deputy Commissioner

Re: Proposed Dedication Ordinance
29th Ward
For: Neal and Leroy LLC

Dedication of two alleys in the block bounded by South Lotus Avenue, West Congress Parkway, South Lockwood Avenue and West Harrison Street.

OUC File Number: VD-134069

M&P Project Number 16-29-25-4121
Water Atlas Page 275
Sewer Atlas Page 39-2-69

Dear Mr. Kalayil:

This letter is in response to your inquiry concerning the proposed dedication. 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 dedication. Therefore, the Water Section has no objection to the proposed dedication.

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 current sewer records, there are no public sewer facilities within the limits of the area proposed for dedication. Existing ground elevations indicate that both areas proposed for dedication lack positive drainage toward the existing roadway ROW, resulting in localized ponding and an inadequate drainage system within the public alley. However, CDOT has an upcoming Capital Alley Program project (23-CP Number 9, EFP-133971) which will accept the drainage from the areas to be dedicated and provide the necessary future grading, drainage and infrastructure improvements. The Sewer Section has no objection to the proposed dedication, provided the following are part of the dedication ordinance.

a. CDOT will be accepting the areas to be dedicated as public alleys in their existing condition, along with the associated responsibilities for future grading, drainage and infrastructure improvements as addressed in their Capital Alley Program project.

b. Existing private sewers in the areas to be dedicated will be sealed and removed at the expense of the beneficiary, in accordance with the standard procedures of the Department of Water Management, Sewer Section.

c. If and when the existing private main sewers and appurtenances are abandoned, the abandonment plans must meet the Department of Water Management, Sewer Design Section's requirements.

d. Private structures are not allowed in the public right-of-way without an ordinance established by the City Council. Existing private structures must be relocated into private property, abandoned or established through a City Council ordinance.

e. It is the owner's/developer's responsibility to provide proper drainage in the areas to be dedicated. When the final plans are available, the owner's/developer's engineering staff must discuss those plans with Sewer Section Engineering Personnel. The plans must be submitted through the OUC-EFP review process.

f. Please be advised that any underground sewer work, including the public main sewers and sewer structures associated with the proposed dedications, must be submitted for review and installed at the expense of the beneficiary. The maintenance of the public sewers and sewer structures will be accepted by the Department of Water Management only, after physical and videotape inspection approved by the Department of Water Management.

g. Permits are required to be obtained by a Licensed Drainlayer from the Department of Buildings -- Sewer Permit Section for all underground sewer work, in both the public way and on private property. As-built plans of the public sewer and combined public main sewers indicating the street location of the main sewer(s) and appurtenances must be submitted to the Department of Water Management for record purposes within 30 days of completion.

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,

(Signed) Randy Conner
Commissioner

*Exhibit "A".*

*Plat Of Dedication.*
CDOT File No.: 16-29-25-4121
(Page 1 of 2)

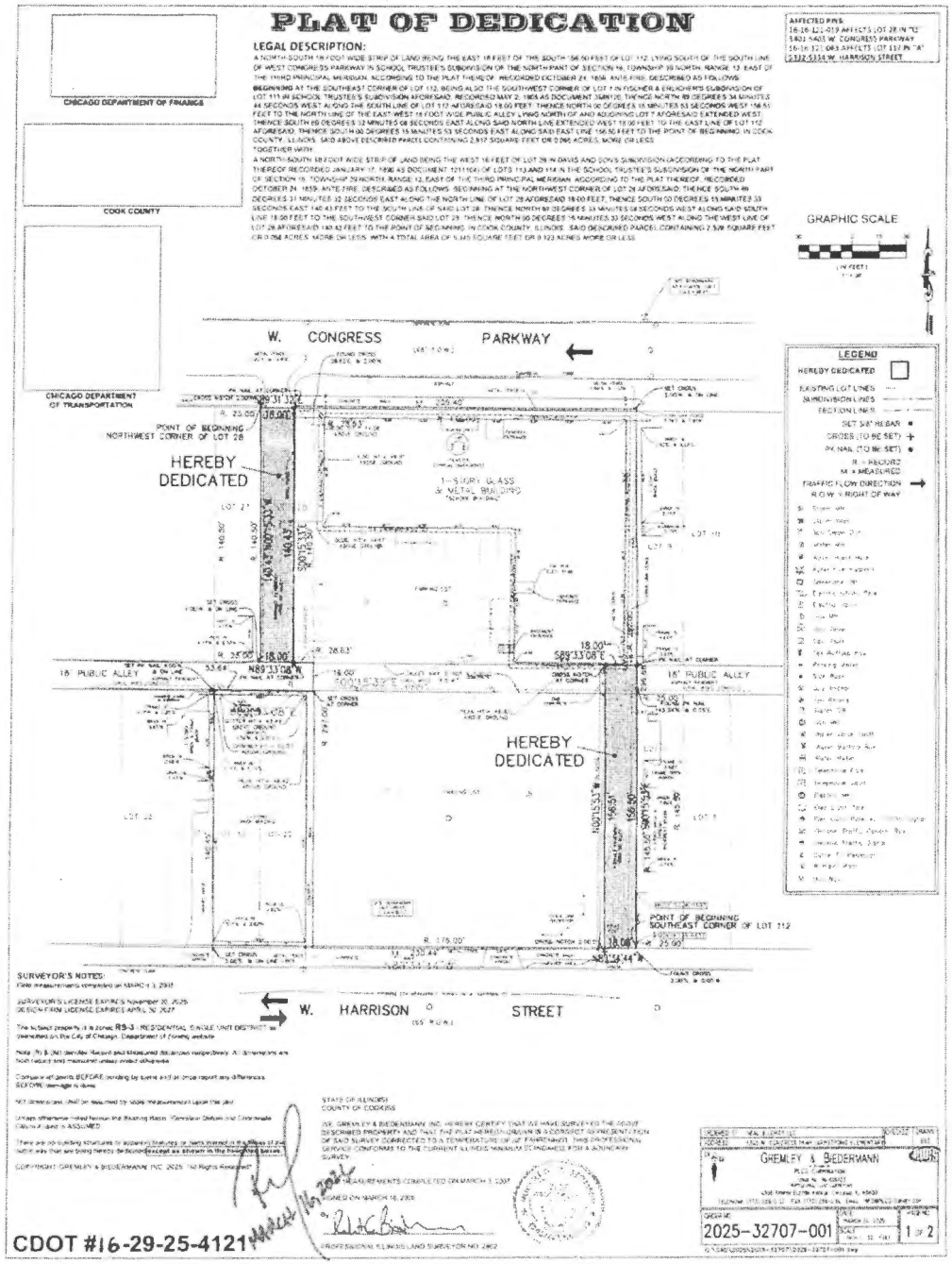
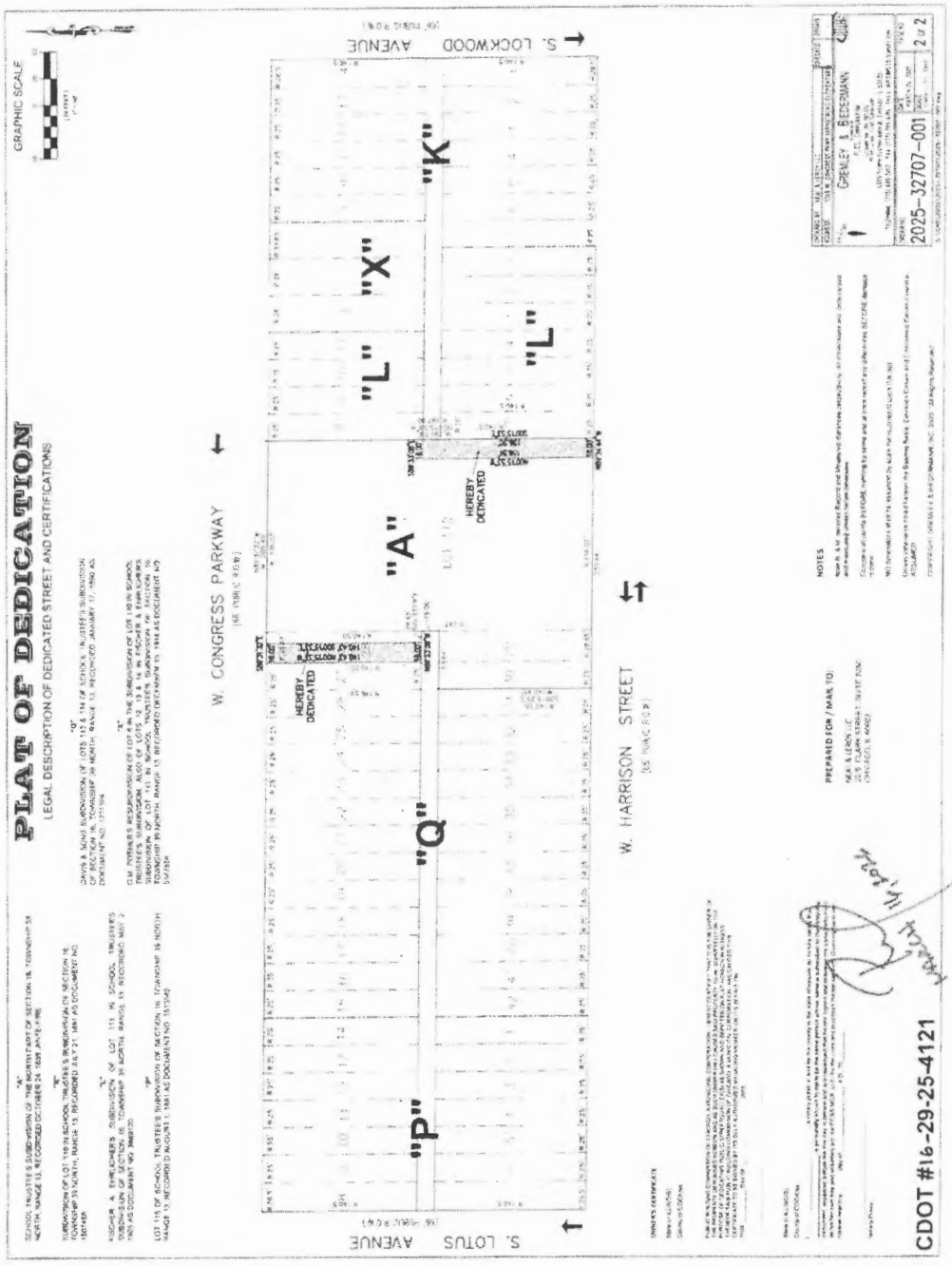


*Exhibit "A".*

*Plat Of Dedication.*
CDOT File No.: 16-29-25-4121
(Page 2 of 2)



EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 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 the Department of Transportation and/or the Director of the Department of Revenue to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on April 15, 2026.

This recommendation was concurred in unanimously by a viva voice 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):

*Fernando Alvarado/Midwest Foreign & Domestic Auto.*

[O2026-0024896]

*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 Fernando Alvarado/Midwest Foreign & Domestic Auto from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 2331 -- 2347 West 18th Street, Chicago, Illinois 60608.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*LAZ Parking.*

[O2026-0024895]

*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 LAZ Parking from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 220 West Illinois Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Mikhlin Auto Group LLC.*

[O2026-0024927]

*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 the Department of Transportation is hereby authorized and directed to exempt Mikhlin Auto Group LLC, 7517 West Belmont Avenue, Chicago, Illinois 60634, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force after its passage and publication.

*Miguel Ortiz/Little Monarchs Academy.*

[O2026-0024273]

*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 Miguel Ortiz/ Little Monarchs Academy, 5645 -- 5647 North Milwaukee 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.

---

*Daniel Weissbluth/Weissbluth Pediatrics.*

[O2026-0024278]

*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 Daniel Weissbluth/Weissbluth Pediatrics, 4508 North Milwaukee 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.

---

*Wrigley Baseball Club LLC.*

[O2026-0024779]

*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 Wrigley Baseball Club LLC of 3631 North Sheffield 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.

*ZSD Washington LLC.*

[O2026-0024898]

*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 ZSD Washington LLC, 1282 West Washington Street, Chicago, Illinois 60607, 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.

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*Zuniga Auto Repair, Inc.*

[O2026-0024121]

*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 Zuniga Auto Repair, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility for 5317 South Archer Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*10338 S Western LLC.*

[O2026-0024175]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 10338 S Western LLC at 10338 South Western Avenue (Building Type: Mixed Use, B1-1), from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

## STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 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 March 18, 2026 and April 15, 2026.

This recommendation was concurred in unanimously by a viva voice 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):

*4200 Block Of N. Narragansett Ave., From W. Berteau Ave. North To 4225 N. Narragansett Ave., To Be Known As "Honorary Krzysztof Arsenowicz Way".*

[O2026-0024792]

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

SECTION 1. Be it hereby ordered that the Commissioner of Transportation be directed to install honorary street-name signs to honor Krzysztof Arsenowicz, on the 4200 block of North Narragansett Avenue, from West Berteau Avenue north to 4225 North Narragansett Avenue, as "Honorary Krzysztof Arsenowicz Way".

SECTION 2. This ordinance shall take effect upon its passage and due publication.

---

*8800 To 8858 S. Ashland Ave. To Be Known As "Devontae 'Kool' Barton".*

[O2026-0024763]

*Be It Obtained by 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 designation, the Commissioner of the Chicago Department of Transportation shall take necessary action for standardization of South Ashland Avenue, between 8800 to 8858 South Ashland Avenue, as "Devontae 'Kool' Barton".

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*N. Larned Ave., Between N. Lynch Ave. And N. Ludlam Ave., To Be Known As "Bernadette Colletti Way".*

[O2026-0023794]

*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 North Larned Avenue, between North Lynch Avenue and North Ludlam Avenue, as "Bernadette Colletti Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*3200 Block Of N. Opal Ave., From W. Belmont Ave. To W. School St., To Be Known As "Honorary Sgt. Tom Eichler USMC CPD Way".*

[O2026-0024793]

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

SECTION 1. Be it hereby ordered that the Commissioner of Transportation be directed to install honorary street-name signs to honor Sergeant Tom Eichler, USMC CPD, on the 3200 block of North Opal Avenue, from West Belmont Avenue to West School Street, as "Honorary Sgt. Tom Eichler USMC CPD Way".

SECTION 2. This ordinance shall take effect upon its passage and due publication.

---

*S. Allport St., From W. 18th St. To W. 19th St., To Be Known As "Honorary Rigoberto 'Mr. G' Gonzalez Way".*

[O2026-0024888]

WHEREAS, Rigoberto "Mr. G" Gonzalez lived such a full, vibrant life that it is impossible for any one of us to tell his whole story, his memory will live in the hearts of the communities he loved so deeply, especially the Pilsen community following his passing in December 2024; and

WHEREAS, The Pilsen community knew him as a leader, mentor, peacemaker, problem-solver, and for over 40 years, the craftsman behind Mr. G Sewing Machine Shop; and

WHEREAS, Mr. G was instrumental in founding organizations such as the United Merchants of Pilsen, he would also spend his time cleaning the streets of Pilsen, one broom at a time, as he poured his love into these streets; and

WHEREAS, It was his generosity and willingness to mentor others that truly set him apart, ranging from young community leaders to the small business owners he supported and brought together, and in every person who marched in the Mexican Independence Day Parade that he organized for over two decades; and

WHEREAS, Mr. G is survived by his beloved wife and best friend of 42 years, Maria Gonzalez, and their children, for whom he always shared such immense joy and pride in their accomplishments; and

WHEREAS, He was happiest when he brought people together and had the ability to captivate an entire room making everyone feel like they were a part of something bigger as he sought to better the neighborhood not for recognition, but because he believed in the potential for good in everyone he met; and

WHEREAS, The people of Pilsen will carry on his legacy and memory in their hearts and actions, ensuring that Rigoberto Gonzalez is never forgotten and the Pilsen community is his greatest story, and as long as we keep showing up for one another, that story will never end; 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 the standardization of South Allport Street, from West 18th Street to West 19th Street, as "Honorary Rigoberto 'Mr. G' Gonzalez Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*N. Cleveland Ave., From W. North Ave. To W. Eugenie St., To Be Known As "Mable Hawkins Way".*

[O2026-0023828]

*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 Cleveland Avenue, from West North Avenue to West Eugenie Street, as "Mable Hawkins Way".

SECTION 2. This ordinance shall take effect upon passage and publication.

*5100 Block Of N. Kolmar Ave., From W. Carmen Ave. To W. Foster Ave., To Be Known As "Honorary Jacqualine 'Jackie' Kostrzewa Way".*

[O2026-0023972]

*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 the 5100 block of North Kolmar Avenue, from West Carmen Avenue to West Foster Avenue, as "Honorary Jacqualine 'Jackie' Kostrzewa Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*W. 45th St., From S. Cicero Ave. To S. La Crosse Ave., To Be Known As "Lula Simmons Way".*

[O2026-0024802]

WHEREAS, Mother Lula Simmons was a devoted resident and pioneering entrepreneur in Chicago's LeClaire/Hearst community, where she founded and operated Simmons One Stop, the first Black-owned business in the neighborhood, providing essential goods, employment opportunities, and economic stability to local residents; and

WHEREAS, After moving from Chicago's West Side to the LeClaire/Hearst community in the late 1960s, she demonstrated remarkable determination and resilience by leasing and later acquiring the service station at 45th Street and Cicero Avenue, transforming it into a neighborhood grocery and gathering place that served generations of families; and

WHEREAS, Through her extraordinary generosity, she often provided food and basic necessities free of charge to families in need and extended store credit to residents during difficult times, a compassionate practice that helped many households survive hardship and offered a vital service not otherwise available in the community; and

WHEREAS, Following the tragic loss of her husband, Caleb Simmons, she persevered in operating the store and continued to serve the community with strength, faith, and an unwavering commitment to the well-being of her neighbors; and

WHEREAS, For more than 20 years she faithfully ministered as a chaplain in the Cook County Jail, bringing compassion, conviction, and spiritual guidance to incarcerated

individuals, and extending hope and encouragement to those seeking redemption and a new path in life; and

WHEREAS, Affectionately known as "Mother" Simmons, she was a fearless and trusted community leader who intervened during times of neighborhood violence, advocating for peace, reconciliation, and the safety of all residents, and using her moral authority to calm tensions and uplift her community; and

WHEREAS, Guided by her deep faith and vision for community empowerment, she reinvested her time, resources, and leadership to support youth, sponsor local activities, assist families in crisis, and promote opportunities for neighborhood-based businesses and job training; and

WHEREAS, Mother Lula Simmons passed away on February 21, 2006, leaving an enduring legacy of faith, entrepreneurship, courage, and selfless service that continues to inspire the residents of the LeClaire/Hearst community and the City of Chicago; 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 West 45th Street, from South Cicero Avenue to South La Crosse Avenue, as "Lula Simmons Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*2701 To 2799 W. 79th St. To Be Known As "Matthew J. Thomas".*

[O2026-0024736]

*Be It Ordained by 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 designation, the Commissioner of the Chicago Department of Transportation shall take necessary action for standardization of West 79th Street, between 2701 to 2799 West 79th Street, as "Matthew J. Thomas".

SECTION 2. This ordinance shall take effect upon its passage and publication.

## COMMITTEE ON WORKFORCE DEVELOPMENT.

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AMENDMENT OF SECTION 6-105-030 OF MUNICIPAL CODE MODIFYING TIMELINES FOR EMPLOYER ALLOWANCE MINIMUMS IN HOURLY WAGE OCCUPATIONS RECEIVING GRATUITIES.

[SO2026-0024043]

The Committee on Workforce Development submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Workforce Development, having had the same under consideration, a substitute ordinance amending Municipal Code Chapter 6-105 modifying timelines for employer allowance minimums in hourly wage occupations receiving gratuities (SO2026-0024043), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

At the meeting, this substitute ordinance was recommended do pass by a unanimous voice vote.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, 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 Ervin -- 1.

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

The following is said ordinance as passed:

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

SECTION 1. Section 6-105-030 of the Municipal Code of Chicago is hereby amended by adding 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~~ Gratuities as part of the hourly ~~wage~~ Wage rate provided in Section 6-105-020(b) in an amount not to exceed:

(1) 40 percent of the applicable minimum ~~wage~~ Wage rate until July 1, 2024.

(2) 32 percent of the applicable minimum ~~wage~~ Wage rate on and after July 1, 2024, until and including June 30, 2025.

(3) 24 percent of the applicable minimum ~~wage~~ Wage rate on and after July 1, 2025, until and including June 30, ~~2026~~ 2028.

(4) (A) For Employers that have 21 or more Employees, 16 percent of the applicable minimum ~~wage~~ Wage rate on and after July 1, ~~2026~~ 2028, until and including June 30, ~~2027~~ 2029.

(B) For Employers that have more than 3, but fewer than 21 Employees, 24 percent of the applicable minimum Wage rate on and after July 1, 2028, until and including June 30, 2029.

(5) (A) For Employers that have 21 or more Employees, 8 percent of the applicable minimum ~~wage~~ Wage rate on and after July 1, ~~2027~~ 2029, until and including June 30, ~~2028~~ 2030.

(B) For Employers that have more than 3, but fewer than 21 Employees, 24 percent of the applicable minimum Wage rate on and after July 1, 2029, until and including June 30, 2030.

(6) (A) On and after July 1, ~~2028~~ 2030, an ~~employer~~ Employer with 21 or more Employees shall not be entitled to an allowance for ~~gratuities~~ Gratuities and shall pay each Covered Employee no less than the applicable minimum ~~wage~~ Wage rate.

(B) For Employers that have more than 3, but fewer than 21 Employees, 16 percent of the applicable minimum Wage rate on and after July 1, 2030, until and including June 30, 2031.

(7) For Employers that have more than 3, but fewer than 21 Employees, 12 percent of the applicable minimum Wage rate on and after July 1, 2031, until and including June 30, 2032.

(8) For Employers that have more than 3, but fewer than 21 Employees, 6 percent of the applicable minimum Wage rate on and after July 1, 2032, until and including June 30, 2033.

(9) On and after July 1, 2033, an Employer that has more than 3 Employees 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 shall be in full force and effect upon passage and publication.

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CALL ON U.S. CONGRESS TO PASS, AND PRESIDENT DONALD TRUMP TO SIGN, LIVING WAGE FOR MUSICIANS ACT OF 2025.

[R2026-0024901]

The Committee on Workforce Development submitted the following report:

CHICAGO, May 20, 2026.

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

Your Committee on Workforce Development, having had under consideration a resolution calling on the U.S. Congress to pass, and President Donald Trump to sign,

Living Wage for Musicians Act of 2025 (RO2026-0024901), begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

At the meeting, this resolution was recommended do adopt by a unanimous voice vote.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
*Chair.*

On motion of Alderperson Rodríguez, 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, Streaming music services have become the dominant method of music consumption, accounting for 84 percent of total recorded music revenue in the United States in 2022, according to the Recording Industry Association of America (RIAA); and

WHEREAS, Revenue from paid subscription services has grown for seven consecutive years and reached $10.2 Billion in 2022; and

WHEREAS, There were more than 1.9 trillion songs streamed on demand in 2022; and

WHEREAS, A *Business Insider* report from 204 found recording artists earn a royalty rate as little as $0.0033 per stream; and

WHEREAS, At the rate of $0.0033 per stream, it would take more than 474,000 monthly streams for a recording artist to earn the Chicago minimum wage; and

WHEREAS, Musicians often struggle to make reliable income and face a volatile employment situation; and

WHEREAS, A 2022 report by the University of Illinois estimates that nearly 2,500 musicians are working in Chicago and that Chicago is among the top four cities nationwide for the number of working musicians; and

WHEREAS, Musicians make substantial contributions to Chicago's culture and tourism industry; and

WHEREAS, On September 30th, 2025 Congresswoman Tlaib, joined by her colleagues Congresswoman Ocasio-Cortez, Congresswoman McIver, Congresswoman Omar, Congresswoman Ramirez, and Congressman Thompson, introduced the Living Wage for Musicians Act of 2025, which would create a new streaming royalty with the aim to compensate artists and musicians more fairly at a minimum of a penny per stream when their music plays on a streaming service; and

WHEREAS, The Living Wage for Musicians Act of 2025 would direct a portion of streaming platforms' subscription and non-subscription revenue to a non-profit distribution fund that would pay artists proportionately to their monthly streams; and

WHEREAS, The Living Wage for Musicians Act of 2025 would generate more sustainable income for a broader and more diverse set of artists; now, therefore,

*Be It Resolved*, That the Chicago City Council calls on the United States Congress to pass, and the President to sign, the Living Wage for Musicians Act of 2025.

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