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**COPY**



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

---

Regular Meeting -- Wednesday, October 16, 2019

at 10:00 A.M.

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

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**OFFICIAL RECORD.**

**VOLUME I**

**LORI E. LIGHTFOOT**  
Mayor

**ANDREA M. VALENCIA**  
City Clerk



*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*  
Regular Meeting -- Wednesday, October 16, 2019

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**Attendance At Meeting.**

*Present* -- The Honorable Lori E. Lightfoot, Mayor, and Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein.

*Absent* -- None.

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**Call To Order.**

On Wednesday, October 16, 2019 at 10:00 A.M., the Honorable Lori E. Lightfoot, 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: Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Quorum present.

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**Pledge Of Allegiance.**

Alderman Hopkins led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.



**Invocation.**

Reverend Dr. L. Bernard Jakes, Senior Pastor of West Point Missionary Baptist Church, 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:

Joe Olivi

Andrew Nelson

Reggie Griffin

Robert Kastigar

Sis. Mary Ellen Meekley

Rochelle South-Davenport

Jackie Paige

Kevin Slaughter

Nancy Hoffman

John McNulty

Calvin-Omar Johnson

Adarra Benjamin

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

Raymond Jackson

Sheila McNulty



***REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.***

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*Rules Suspended* -- CELEBRATION OF OCTOBER AS POLISH AMERICAN HERITAGE MONTH.

[R2019-748]

The Honorable Lori E. Lightfoot, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Reboyras, Taliaferro and Gardiner, a resolution celebrating Polish American Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

Alderman 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, During October, the United States observes Polish American Heritage Month, a national celebration of Polish history, culture, and pride; and



WHEREAS, In October, the Polish-American community celebrates the arrival of the first Polish settlers to Jamestown, Virginia, in 1608, and commemorates the deaths of Generals Casimir Pulaski and Tadeusz Kościuszko, both distinguished military leaders who fought for the independence of the United States during the American Revolution; and

WHEREAS, Polish people have long been an integral part of America's history and culture, and millions immigrated to the United States in the late 19<sup>th</sup> and early 20<sup>th</sup> centuries, bringing with them a love for independence, their culture, their new country, and values shared by Poles and Americans alike; and

WHEREAS, An organized Polish-American community first appeared in Chicago in the late 1860s with the establishment of St. Stanislaus Kostka Parish. Since the 1860s, Polish immigrants have come to Chicago in four separate waves resulting from economic and political challenges at home. These immigrants brought their knowledge and ethic of hard work to a developing nation, and their presence has largely shaped the Chicago we see today; and

WHEREAS, The Chicago metropolitan area is now home to over 1.9 million people of Polish descent, making it the largest and most established Polish community in the world outside of Poland. Chicago's Polish population includes teachers, builders, entrepreneurs, and activists who have worked hard for their families and communities, as well as their own success; and

WHEREAS, The presence of Chicago's large Polish-American population is shown in a number of influential organizations, such as the Polish Museum of America, the Polish American Association, the Polish National Alliance, and the Polish Highlanders Alliance of North America; and

WHEREAS, Recognizing the impact of Polish-Americans on the City's development, Chicago made Warsaw its first Sister City in 1960. This relationship has helped build connections between each city's business and artistic communities, as well as encourage tourism; and

WHEREAS, Chicago's history and cultural wealth have been shaped and enriched by Polish-Americans and their commitment to helping make our city a better place to live, work, and raise families; and

WHEREAS, The City's Polish heritage can be seen all over Chicago on street signs, at parks, and on schools. This heritage is our past, our present, and our future; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 16<sup>th</sup> day of October 2019, do hereby celebrate October as Polish American Heritage Month, and recognize the many and substantial contributions that Polish-Americans have made to both the development of our nation and to the City of Chicago.



On motion of Alderman Mitchell, seconded by Aldermen Reboyras, Taliaferro, Gardiner, Sposato and Sigcho-Lopez, the foregoing resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Lori Lightfoot, Mayor, rose and joined with the members of the City Council in support of Polish Heritage Month. Mayor Lightfoot also offered greetings to Frank J. Spula, President of the Polish National Alliance, and representatives of the Polish community who were in attendance at today's City Council meeting. Even though we honor Polish Heritage Month in October, our Polish heritage is something we celebrate here in Chicago throughout the year, the Mayor observed, and manifested in the Polish Constitution Day Parade in May, the Taste of Polonia in Jefferson Park each summer and on Casimir Pulaski Day every March, when we honor the "the father of the American cavalry" who gave his life so our nation could be free. This Polish spirit is proudly embraced in communities across Chicago, the Mayor continued, and it embodies those enduring bonds that "tie together a great city and a great country". The first of 28 members to join Chicago's Sister Cities Program, Warsaw will be celebrating 60 years of that relationship next year, the Mayor declared, and in celebrating this achievement we also want to recognize and thank Conrad Nowak, the Chair of the Warsaw Sister City Committee. Exceeding 130,000 and expanding to nearly 700,000 across the Chicago-metro area, Chicago's Polish community is the "fourth-largest Polish "city" in the world", the Mayor observed, and they remain connected across countless lines of culture, history, and friendship. "Our Polish heritage is our city's heritage", the Mayor declared, and it has shaped our city since its earliest days. Chicago is a city that welcomes and respects immigrants from every nation and culture across the globe, the Mayor asserted, and that special relationship that exists between Chicago and Poland remains as strong as ever. Mayor Lightfoot then invited Frank J. Spula, President of the Polish National Alliance and Conrad Nowak, Chair of the Warsaw Sister City Committee to the Mayors rostrum where she presented them with a parchment copy of the congratulatory resolution.

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*Rules Suspended* -- RECOGNITION OF OCTOBER AS BREAST CANCER AWARENESS MONTH.

[R2019-749]

The Honorable Lori E. Lightfoot, Mayor, presented the following communication:



OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hairston, Taylor, Tabares, Hadden, Dowell, King, Harris, Sadlowski Garza, Coleman, Rodriguez-Sanchez, Austin, Mitts, Nugent, Smith, Silverstein and City Clerk Valencia, a resolution regarding Breast Cancer Awareness Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

Alderman 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 United States observes National Breast Cancer Awareness Month every year from October 1 through October 31 to recognize the courage and strength of the over three million Americans who are battling this deadly medical condition, those who have lost their lives to breast cancer, and all those whose lives have been affected by it; and

WHEREAS, More than 268,000 women and 2,000 men are expected to be diagnosed with new cases of invasive breast cancer in 2019; and

WHEREAS, Women are at a higher risk for breast cancer, especially those with a family history of breast cancer, or those who are older; and

WHEREAS, Breast cancer remains the second most common form of cancer and the second leading cause of cancer death overall among American women, with over 41,000 lives lost each year; and



WHEREAS, Approximately one out of every eight women in the United States will be diagnosed with breast cancer in her lifetime and one case of breast cancer is diagnosed approximately every two minutes; and

WHEREAS, Early detection and regular screening mammograms, followed by timely treatment upon diagnosis, can significantly improve a patient's chance of survival; and

WHEREAS, Breast Cancer Awareness Month began in October of 1985 to promote mammography as the most effective test for the early detection of breast cancer and has since evolved into a collaboration of nonprofit organizations, professional medical associations, and government agencies working together to promote breast cancer awareness; and

WHEREAS, The pink ribbon has become an international symbol of breast cancer awareness and solidarity for people affected by the disease, and several landmark buildings have been illuminated pink during Breast Cancer Awareness Month; and

WHEREAS, Breast cancer deaths have been declining since 1989, likely due to early detection, better screening, increased awareness, and new treatment options; and

WHEREAS, Breast Cancer Awareness Month has been a tremendous success, leading to far more Chicagoans receiving screenings and treatment, and ultimately leading to fewer premature deaths; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 16<sup>th</sup> day of October 2019, do hereby designate the 31-day period beginning on October 1 and ending on October 31 as "Breast Cancer Awareness Month" in Chicago, salute all who are involved in the fight to end breast cancer, and encourage all Chicagoans to raise awareness of the symptoms and treatment of this disease, in pursuit of a better, healthier future.

On motion of Alderman Mitchell, seconded by Aldermen Hairston, Maldonado, Rodriguez-Sanchez and Dowell, the foregoing resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



At this point in the proceedings, the Honorable Lori Lightfoot, Mayor, rose and joined with the members of the City Council in support of Breast Cancer Awareness Month. Remarking that one in eight women in the United States will develop breast cancer over their lifetime with more than 268,000 women and 2,000 men being diagnosed with breast cancer this year alone, Mayor Lightfoot expressed the somber thought that "each of us can say we know someone -- or know *of* someone -- who has battled this disease." Noting the tragic toll that breast cancer has claimed, Mayor Lightfoot stated that since the start of Breast Cancer Awareness Month in 1985, deaths related to the disease have been declining thanks in large part to raised awareness leading to early detection. Yet despite deaths related to breast cancer falling by 40 percent since 1989 these numbers are still too high, the Mayor cautioned, and in particular among African-American women. As we celebrate how much we have accomplished, let's also remember how far we have to go, the Mayor observed, and by working together "we have more than enough power and strength to fight this battle and win". Thanking the many individuals and organizations who support Breast Cancer Awareness Month, Mayor Lightfoot urged all women to get breast cancer screenings declaring that "it's a simple procedure that will save your life".

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*Referred -- REAPPOINTMENT OF EMIL C. MAHLER AS MEMBER OF 95<sup>TH</sup> STREET COMMISSION (SPECIAL SERVICE AREA NO. 4).*

[A2019-89]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I have reappointed Emil C. Mahler as a member of Special Service Area Number 4, the 95<sup>th</sup> Street Commission, for a term effective immediately and expiring October 1, 2022.



Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred --* REAPPOINTMENT OF REBECCA C. DOHE AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).  
[A2019-91]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I have reappointed Rebecca C. Dohe as a member of Special Service Area Number 33, the Wicker Park and Bucktown Commission, for a term effective immediately and expiring September 13, 2020.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.



*Referred -- REAPPOINTMENT OF WAYNE A. JANIK AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).*

[A2019-92]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I have reappointed Wayne A. Janik as a member of Special Service Area Number 33, the Wicker Park and Bucktown Commission, for a term effective immediately and expiring September 13, 2020.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred -- APPOINTMENT OF CHAD J. JASHELSKI AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).*

[A2019-90]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I have appointed Chad J. Jashelski as a member of Special Service Area Number 33, the Wicker Park and Bucktown Commission, for a term effective



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COMMUNICATIONS, ETC.

6795

immediately and expiring September 13, 2021, to succeed John H. Paige, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred --* REAPPOINTMENT OF JULIO GOMEZ AS MEMBER OF 59<sup>TH</sup> STREET COMMISSION (SPECIAL SERVICE AREA NO. 59).

[A2019-94]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I have reappointed Julio Gomez as a member of Special Service Area Number 59, the 59<sup>th</sup> Street Commission, for a term effective immediately and expiring June 25, 2021.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.



*Referred -- REAPPOINTMENT OF RITA O. ORTIZ AS MEMBER OF 59<sup>TH</sup> STREET COMMISSION (SPECIAL SERVICE AREA NO. 59).*

[A2019-93]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I have reappointed Rita O. Ortiz as a member of Special Service Area Number 59, the 59<sup>th</sup> Street Commission, for a term expiring June 25, 2022, such period allocated as follows: a term effective immediately and expiring June 25, 2020, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred -- APPOINTMENT OF DANIELLE MELTZER CASSEL AS MEMBER OF ILLINOIS INTERNATIONAL PORT DISTRICT BOARD.*

[A2019-96]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Transportation and Public Way:*



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COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I have appointed Danielle Meltzer Cassel as a member of the Illinois International Port District Board for a term effective immediately and expiring June 1, 2023, to succeed Ray Suarez, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred* -- APPOINTMENT OF IVAN SOLIS AS MEMBER OF ILLINOIS INTERNATIONAL PORT DISTRICT BOARD.

[A2019-95]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Transportation and Public Way*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- I have appointed Ivan Solis as a member of the Illinois International Port District Board for a term effective immediately and expiring June 1, 2023, to complete the unexpired term of Michael K. Forde, who has resigned.



Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred* -- REDEVELOPMENT AGREEMENT WITH AND PROVISION OF LOAN AND TAX INCREMENT FINANCING ASSISTANCE TO ROOSEVELT ROAD VETERANS HOUSING L.P. FOR ACQUISITION OF CITY-OWNED PARCELS OF PROPERTY AT 2908 -- 2920 W. ROOSEVELT RD. AND 1143 S. RICHMOND ST. FOR CONSTRUCTION THEREON OF AFFORDABLE HOUSING UNITS FOR HOMELESS AND DISABLED VETERANS.

[O2019-8065]

The Honorable Lori E. Lightfoot, 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

October 16, 2019.

*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 execution of a loan, redevelopment agreement and provision of affordable housing tax credits for Roosevelt Road Veterans' Housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.



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COMMUNICATIONS, ETC.

6799

*Referred* -- CONCESSION LEASE AND LICENSE AGREEMENT WITH TAKING FLIGHT CONCESSIONS LLC FOR PROVISION OF DUAL-PURPOSE CONCESSION AND VENDING SERVICES AT CHICAGO O'HARE INTERNATIONAL AIRPORT'S MULTIMODAL FACILITY.

[O2019-8101]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a lease and license agreement with Taking Flight Concessions LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred* -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2019 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2019-7984]

The Honorable Lori E. Lightfoot, 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

October 16, 2019.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred --* GRANT OF NEIGHBORHOOD OPPORTUNITY FUND ASSISTANCE TO MADLAND INDUSTRIES LLC AND EXECUTION OF REDEVELOPMENT AGREEMENT FOR REHABILITATION OF PROPERTY AT 328 N. ALBANY AVE. TO CREATE PHOTOGRAPHY STUDIO AND RETAIL SPACE.

[O2019-8000]

The Honorable Lori E. Lightfoot, 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

October 16, 2019.

*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 grant of neighborhood opportunity funds for Madland Industries LLC.



Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred -- YEAR 2020 LEVY OF TAXES, APPROVAL OF BUDGETS AND EXECUTION OF SERVICE PROVIDER AGREEMENTS FOR SPECIAL SERVICE AREA NOS. 3, 4, 5, 18, 19, 21-2016, 24, 25, 26, 29-2014, 33, 34, 35-2015, 38, 43, 54, 55, 59, 60 AND 71.*

[O2019-8375, O2019-8376, O2019-8377,  
O2119-8378, O2019-8386, O2019-8387,  
O2019-8388, O2019-8389, O2019-8390,  
O2019-8391, O2019-8392, O2019-8393,  
O2019-8394, O2019-8395, O2019-8396,  
O2019-8397, O2019-8398, O2019-8399,  
O2019-8400, O2019-8401]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

*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 a scope of service, budget and management agreement for various Special Service Areas.



Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred --* ACQUISITION OF PROPERTY AT 724 -- 726 N. KEDZIE AVE. FOR  
ESTABLISHMENT OF OPEN PUBLIC SPACE.

[O2019-8017]

The Honorable Lori E. Lightfoot, 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

October 16, 2019.

*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 an acquisition of property at 724 -- 726 North Kedzie Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.



10/16/2019

COMMUNICATIONS, ETC.

6803

*Referred* -- LEASE AGREEMENT WITH MUSIC BOX FOUNDATION FOR USE OF CITY-OWNED PROPERTY AT 6843 S. HARPER AVE. AS CENTER FOR MUSIC EDUCATION AND PROGRAMMING.

[O2019-8005]

The Honorable Lori E. Lightfoot, 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

October 16, 2019.

*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 for property located at 6843 South Harper Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred* -- ADOPTION OF COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

[R2019-750]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Public Safety*:



OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of Emergency Management and Communications, I transmit herewith a resolution authorizing adoption of the Cook County Multi-jurisdictional Hazard Mitigation Plan.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred --* EXECUTION OF INTERIM AGREEMENTS WITH POLICEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION OF ILLINOIS UNITS 156: SERGEANTS, LIEUTENANTS AND CAPTAINS.

[O2019-7985]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

October 16, 2019.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director and the Corporation Counsel, I transmit here within and ordinance authorizing the execution of interim agreements with Units 156: Sergeants, Lieutenants and Captains.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
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 a document has been filed in her office relating to the subject designated as follows:

*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S QUARTERLY REPORT FOR PERIOD ENDED SEPTEMBER 30, 2019.

[F2019-126]

A communication from Joseph M. Ferguson, Inspector General, under the date of October 15, 2019, received in the Office of the City Clerk on October 15, 2019, transmitting, pursuant to Section 2-56-120 of the Municipal Code of Chicago, a quarterly report for period ended September 30, 2019, regarding investigations and operations of the City of Chicago Office of the Inspector General, 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 September 18, 2019 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 October 16, 2019 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 September 18, 2019, 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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**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:

Academy for Global Citizenship (Application Number 20230) -- to classify as a C1-1 Neighborhood Commercial District instead of an RS3 Residential Single-Unit (Detached House) District and further, to classify as Institutional Planned Development Number \_\_\_\_ instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 10-L bounded by:

the south right-of-way line of the Gulf, Mobile & Ohio Railroad (formerly Chicago and Alton Railroad); the east right-of-way line of vacated South LaPorte Avenue, as extended where no street existed; West 43<sup>rd</sup> Street; South LaPorte Avenue; West 44<sup>th</sup> Street; and a line 394.49 feet west of the west right-of-way line of South LaPorte Avenue, as measured along West 44<sup>th</sup> Street, perpendicular to West 44<sup>th</sup> Street (common address: 4930 -- 5004 West 44<sup>th</sup> Street).

[O2019-7971]

Almirante LLC (Application Number 20220T1) -- to classify as an RM6 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 15-H bounded by:

the public alley next north of and parallel to West Granville Avenue; a line 32.00 feet east of and parallel to North Ravenswood Avenue; West Granville Avenue; and North Ravenswood Avenue (common address: 6203 -- 6209 North Ravenswood Avenue and 1774 West Granville Avenue).

[O2019-7961]

Azure Rentals LLC (Application Number 20209) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-J bounded by:

the public alley next north of and parallel to West Hirsch Street; North St. Louis Avenue; West Hirsch Street; and a line 47.05 feet west of and parallel to North St. Louis Avenue (common address: 3500 West Hirsch Street).

[O2019-7955]



Gino Battaglia (Application Number 20200) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 9-L bounded by:

the alley next north of and parallel to West Roscoe Street; North Laramie Avenue; West Roscoe Street; and a line 35.06 feet west of and parallel to North Laramie Avenue (common address: 5200 West Roscoe Street).

[O2019-7946]

Chicago Title Land Trust Number 1111928 (Application Number 20199T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-L bounded by:

a line 58.27 feet north of and parallel to West George Street; North Laramie Avenue; West George Street; and the alley next west of and parallel to North Laramie Avenue (common address: 2900 North Laramie Avenue).

[O2019-7945]

Kandy Cobbs (Application Number 20215) -- to classify as a B1-1 Neighborhood Shopping District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 10-E bounded by:

a line 50 feet south of and parallel to East 45<sup>th</sup> Street; a line 113.63 feet east of and parallel to South Indiana Avenue; a line 96.00 feet south of and parallel to East 45<sup>th</sup> Street; the public alley next east of and parallel to South Indiana Avenue; a line 100 feet south of and parallel to East 45<sup>th</sup> Street; and South Indiana Avenue (common address: 4507 -- 4509 South Indiana Avenue).

[O2019-7941]

Gerald Coyle (Application Number 20201T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1.5 Community Shopping District the area shown on Map Number 11-I bounded by:

a line 108 feet north of and parallel to West Cullom Avenue; North Western Avenue; a line 33 feet north of and parallel to West Cullom Avenue; and a public alley west of and parallel to North Western Avenue (common address: 4304 -- 4308 North Western Avenue).

[O2019-7947]

Dasco Cleveland LLC (Application Number 20206) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-F bounded by:



a line 120.80 feet south of and parallel to West Fullerton Parkway; a line from a point 120.80 feet south of West Fullerton Parkway and 125.00 feet east of North Cleveland Avenue to a point 166 feet south of West Fullerton Parkway and 140 (+/-) feet east of North Cleveland Avenue; a line 166 feet south of and parallel to West Fullerton Parkway; and North Cleveland Avenue (common address: 2347 North Cleveland Avenue).

[O2019-7952]

DePaul College Prep Foundation (Application Number 20228) -- to classify as a C1-1 Neighborhood Commercial District instead of an RS2 Residential Single-Unit District the area shown on Map Number 9-I bounded by:

a line 1,358.94 feet north of the north line of West Melrose Street and parallel thereto; a line 663.22 feet east of the east line of North Rockwell Street and parallel thereto; a line 1,103.94 feet north of the north line of West Melrose Street and parallel thereto; and a line 497.16 feet east of the east line of North Rockwell Street and parallel thereto;

And, also to classify as Institutional Planned Development Number 1184, as amended, instead of a C1-1 Neighborhood Commercial District and Institutional Planned Development Number 1184 the area shown on Map Number 9-I bounded by:

West Melrose Street; North Rockwell Street; a line 1,050 feet south of and parallel to West Addison Street; then a line 287.45 feet west of North Rockwell Street; a line 1,030 feet south of West Addison Street connected by a concave line having an arc length of 207.92 feet running to the northeast with a radius of 164 feet to a point 1,359.46 feet north of West Melrose Street; a line parallel to West Melrose Street and extending 166.06 feet eastward, a line commencing 663.22 feet east of the east line of North Rockwell Street and parallel thereto; a line 1,050 feet south of and parallel to West Addison Street; the north extension of the west line of North Campbell Avenue; and North Campbell Avenue (common address: 3246 -- 3360 North Campbell Avenue/ 2500 -- 2546 West Melrose Street/3237 -- 3429 North Rockwell Street).

[O2019-7969]

Five Thirty One Partners LLC (Application Number 20221T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 5-N bounded by:

North Normandy Avenue; the public alley next north of and parallel to West North Avenue; North Natoma Avenue; and West North Avenue (common address: 6632 -- 6658 West North Avenue).

[O2019-7962]



Gibbons Construction LLC (Application Number 20202T1) -- to classify as an RM5 Residential Multi-Unit District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 1-I bounded by:

West Warren Boulevard; a line 208.00 feet west of and parallel to North Western Avenue; the public alley next south of and parallel to West Warren Boulevard; and a line 258.00 feet west of and parallel to North Western Avenue (common address: 2423 -- 2425 West Warren Boulevard).

[O2019-7948]

Eric Hoener (Application Number 20198T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-I bounded by:

the alley next south of and parallel to West Lawrence Avenue; the alley next east of and parallel to North Artesian Avenue; a line 171.00 feet south of and parallel to West Lawrence Avenue; and North Artesian Avenue (common address: 4745 North Artesian Avenue).

[O2019-7944]

I/By LLC (Application Number 20204) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS3 Residential Single-Unit District the area shown on Map Number 17-O bounded by:

the alley next northeast of and parallel to North Northwest Highway; a line 283.12 feet southeast of and parallel to North Oketo Avenue; North Northwest Highway; and a line 253.12 feet southeast of and parallel to North Oketo Avenue (common address: 6547 -- 6549 North Northwest Highway).

[O2019-7950]

KNZ Auto Repair, Inc. (Application Number 20232) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 20-K bounded by:

South Pulaski Road; West 87<sup>th</sup> Street; and West Columbus Avenue (common address: 4000 West 87<sup>th</sup> Street).

[O2019-7973]

LG Development Group LLC (Application Number 20225) -- to classify as a DX-5 Downtown Mixed-Use District instead of a C1-1 Neighborhood Commercial District and further, to classify as a Business Planned Development instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:



West Fulton Street; a line 140.90 feet east of North May Street; a line 100.55 feet south of West Fulton Street; a line 90.13 feet west of North Aberdeen Street; a line 200.00 feet north of West Lake Street; North Aberdeen Street; West Lake Street; a line 100.00 feet west of North Aberdeen Street; a line 100.00 feet north of West Lake Street; a line 125.00 feet east of North May Street; a line 125.14 feet north of West Lake Street; and North May Street (common address: 200 -- 218 North Aberdeen Street/1100 -- 1108 West Lake Street/213 -- 233 North May Street/1111 -- 1125 West Fulton Street).

[O2019-7966]

LG Development Group LLC (Application Number 20229) -- to classify as a DX-5 Downtown Mixed-Use District instead of a C1-1, C1-2 and C1-3 Neighborhood Commercial District and further, to classify as a Business Planned Development instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

the public alley next north of West Lake Street; North May Street; West Randolph Street; a line 96.14 feet west of North May Street; a line 75.02 feet north of West Randolph Street; a line 116.04 feet west of North May Street; a line 175.03 feet north of West Randolph Street; and North Racine Avenue (common address: 1132 -- 1157 West Lake Street/146 -- 208 North May Street (even only)/1132 -- 1140 West Randolph Street (even only)/169 -- 209 North Racine Avenue (odd only)).

[O2019-7970]

Miss Linnette LLC (Application Number 20218T1) -- to classify as a B1-2 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 15-H bounded by:

a line 29.10 feet north of and parallel to West Bryn Mawr Avenue; North Ashland Avenue; West Bryn Mawr Avenue; and the alley next west of and parallel to North Ashland Avenue (common address: 5600 North Ashland Avenue).

[O2019-7959]

MRR 1665 North Milwaukee LLC (Application Number 20212T1) -- to classify as a B3-3 Community Shopping District instead of a B3-5 Community Shopping District and an M1-2 Limited Manufacturing District the area shown on Map Number 5-H bounded by:

a line 212.50 feet southeast of West Wabansia Avenue as measured along the northeasterly line of North Milwaukee Avenue; the public alley next northeast of and parallel to North Milwaukee Avenue; a line 308.50 feet southeast of West Wabansia Avenue as measured along the northeasterly line of North Milwaukee Avenue; and North Milwaukee Avenue (common address: 1661 -- 1667 North Milwaukee Avenue).

[O2019-7958]



Areta Placek, as tenant and Corine A. O'Hara, as an owner of CorEtt LLC (Application Number 20213) -- to classify as a C1-2 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 9-H bounded by:

a line 291.00 feet north of and parallel to West Cornelia Avenue; North Ashland Avenue; a line 266.00 feet north of and parallel to West Cornelia Avenue; and the alley next west and parallel to North Ashland Avenue (common address: 3528 North Ashland Avenue).  
[O2019-7939]

Planrise LLC (Application Number 20203T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-H bounded by:

West Grand Avenue; a line 96.00 feet west of and parallel to North Wood Street; West Ferdinand Street; and North Wood Street (common address: 1801 -- 1809 West Grand Avenue).  
[O2019-7949]

Michael V. Raffety (Application Number 20207) -- to classify as a C1-2 Neighborhood Commercial District instead of a C1-3 Neighborhood Commercial District the area shown on Map Number 9-G bounded by:

a line 285.00 feet north of and parallel to West Cornelia Avenue; North Halsted Street; a line 260.00 feet north of and parallel to West Cornelia Avenue; and the public alley next west of and parallel to North Halsted Street (common address: 3526 North Halsted Street).  
[O2019-7953]

Randolph Halsted LLC (Application Number 20231) -- to classify as a DX-7 Downtown Mixed-Use District instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 1-F bounded by:

North Halsted Street; the south line of vacated West Court Place; a line 151.34 feet east of and parallel to North Halsted Street; and West Washington Boulevard;

And, also to classify as Residential-Business Planned Development Number 1230, as amended, instead of a DX-7 Downtown Mixed-Use District and Residential-Business Planned Development Number 1230 the area shown on Map Number 9-I bounded by:

North Halsted Street; West Randolph Street; a line 217.82 feet east of and parallel to North Halsted Street; a line 192.26 feet south of and parallel to West Randolph Street; a line 218.79 feet east of and parallel to North Halsted Street; a line 78 feet north of and parallel to West Washington Boulevard; a line 212.3 feet east of and parallel to North Halsted Street; and West Washington Boulevard (common address:



723 -- 741 West Randolph Street/101 -- 133 North Halsted Street/724 -- 740 West Washington Boulevard).

[O2019-7972]

Catherine Ricobeni (Application Number 20224T1) -- to classify as a B3-3 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 8-F bounded by:

the public alley next north of and parallel to West 32<sup>nd</sup> Street; South Normal Avenue; West 32<sup>nd</sup> Street; and a line 28.87 feet west of and parallel to South Normal Avenue (common address: 500 West 32<sup>nd</sup> Street).

[O2019-7965]

Javier Salazar (Application Number 20211) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 12-G bounded by:

a line 43.76 feet north of and parallel to West 53<sup>rd</sup> Street; the alley next east of South Aberdeen Street; West 53<sup>rd</sup> Street; and South Aberdeen Street (common address: 5255 -- 5257 South Aberdeen Street).

[O2019-7957]

Sohrab Samsami (Application Number 20223) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 15-H bounded by:

a line 45.35 feet south of and parallel to West Hood Avenue; the public alley next east of and parallel to North Hamilton Avenue; a line 75.35 feet south of and parallel to West Hood Avenue; and North Hamilton Avenue (common address: 6131 North Hamilton Avenue).

[O2019-7964]

Sandros Barber Shop, Inc. (Application Number 20217) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-M bounded by:

the alley next north of and parallel to West Montrose Avenue; a line 141.54 feet east of and parallel to North Monitor Avenue; West Montrose Avenue; and a line 116.54 feet east of and parallel to North Monitor Avenue (common address: 5812 West Montrose Avenue).

[O2019-7943]



Allon D. Skidelsky (Application Number 20214T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 9-G bounded by:

a line 122.15 feet south of and parallel to West Roscoe Street; North Lakewood Avenue; a line 147.15 feet south of and parallel to West Roscoe Street; and the public alley next west of and parallel to North Lakewood Avenue (common address: 3346 North Lakewood Avenue).

[O2019-7951]

STRS L3 ACQ3 LLC (Application Number 20205) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 9-H bounded by:

West Roscoe Street; the alley next east of and parallel to North Lincoln Avenue; a line southeast of West Roscoe Street and perpendicular to North Lincoln Avenue beginning at a point 81.77 feet along North Lincoln Avenue; and North Lincoln Avenue (common address: 3357 -- 3361 North Lincoln Avenue).

[O2019-7940]

TRP Racine 1850 LLC (Application Number 20216) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 4-G bounded by:

a line 125 feet north of and parallel to the north line of West 19<sup>th</sup> Street; South Racine Avenue; West 19<sup>th</sup> Street; and the public alley next west of and parallel to South Racine Avenue (common address: 1848 -- 1858 South Racine Avenue and 1200 -- 1210 West 19<sup>th</sup> Street).

[O2019-7942]

233 East Ontario Hotel Propco LLC (Application Number 20226) -- to classify as Commercial Planned Development Number \_\_\_\_ instead of a DX-12 Downtown Mixed-Use District the area shown on Map Number 1-E bounded by:

East Ontario Street; a line 265.00 feet west of and parallel to North Fairbanks Court; the alley next south of and parallel to East Ontario Street; and a line 295.75 feet west of and parallel to North Fairbanks Court (common address: 233 East Ontario Street).

[O2019-7967]



1357 Property Owner LLC (Application Number 20227) -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of an M3-3 Heavy Industry District and further, to classify as a Waterway-Business Planned Development District instead of a C3-3 Commercial, Manufacturing and Employment District the area shown on Map Number 3-G bounded by:

North Elston Avenue; West Blackhawk Street; the north branch of the Chicago River; and a line 530.06 feet south of and parallel to West Blackhawk Street, as measured along North Elston Avenue (common address: 1357 North Elston Avenue).

[O2019-7968]

1445 West Diversey Corporation (Application Number 20219T1) -- to classify as a B3-5 Community Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-G bounded by:

West Diversey Parkway; a line 56.10 feet west of and parallel to North Southport Avenue; the alley next south of and parallel to West Diversey Parkway; and a line 139.10 feet west of and parallel to North Southport Avenue (common address: 1405 -- 1413 West Diversey Parkway).

[O2019-7960]

1830 West Grand LLC (Application Number 20210T1) -- to classify as a B1-3 Neighborhood Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-H bounded by:

the public alley next north of and parallel to West Grand Avenue; a line 192.00 feet west of and parallel to North Wood Street; West Grand Avenue; and a line 312.00 feet west of and parallel to North Wood Street (common address: 1820 -- 1830 West Grand Avenue).

[O2019-7956]

5920-5922 West Irving Park Road LLC (Application Number 20208) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 11-M bounded by:

the public alley next north of and parallel to West Irving Park Road; a line 66.44 feet east of and parallel to North Mason Avenue; West Irving Park Road; and North Mason Avenue (common address: 5920 -- 5922 West Irving Park Road).

[O2019-7954]

6301 North Western Avenue LLC (Application Number 20222T1) -- to classify as a B1-3 Community Shopping District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 15-H bounded by:



a line 205 feet north of and parallel to West Rosemont Avenue; the alley next east of and parallel to North Western Avenue; West Rosemont Avenue; and North Western Avenue (common address: 6301 -- 6333 North Western Avenue).

[O2019-7963]

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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:

Agoras, Doris	[CL2019-1817]
Ahlquist, Gary D.	[CL2019-1853]
Allstate Insurance and Crawford, Nancy	[CL2019-1852]
Allstate Insurance and Bruning, Kevin	[CL2019-1878]
Anleitner, James M.	[CL2019-1876]
Austin, Jade S.	[CL2019-1851]
Bakker, Lori E.	[CL2019-1831]
Banda, Veronica	[CL2019-1815]
Barget, Joshua B.	[CL2019-1894]
Brightfield, Luke W.	[CL2019-1857]
Brown, Donald M.	[CL2019-1826]
Brown, Lawrence A.	[CL2019-1903]
Ceja, Laura	[CL2019-1923]
Chicago Housing Authority	[CL2019-1928]
Ciesla, William C.	[CL2019-1914]
Clare, Nicholas A.	[CL2019-1895]
Cline, Andrew J.	[CL2019-1837]



Cobbins, La Tanya	[CL2019-1868]
Collins, Donnie R.	[CL2019-1916]
Corbisiero, Cherie K.	[CL2019-1924]
Coulter, Christine	[CL2019-1899]
Czarnewicz, Urszula	[CL2019-1901]
Decker, Joan	[CL2019-1921]
Deibel, Diana D.	[CL2019-1909]
DeJesus, Ellen M.	[CL2019-1898]
DeRose, Wade C.	[CL2019-1879]
Doyle, Megan E.	[CL2019-1911]
Duran, Karla C.	[CL2019-1864]
Evangelista, Kyle J.	[CL2019-1835]
Farmers Insurance and Avalos, Javier	[CL2019-1834]
Favela, Zoilo	[CL2019-1838]
Flood Brothers Disposal Company	[CL2019-1830]
Flores, Edgar	[CL2019-1832]
Garcia, Alma Y.	[CL2019-1913]
Geico Insurance and Younger, Donna	[CL2019-1900]
Gonzalez, Henry A.	[CL2019-1872]
Green, Kathryn	[CL2019-1865]
Guacci, Luca C.	[CL2019-1870]
Hamberlin, Mark	[CL2019-1873]
Hamidani, Lisa P.	[CL2019-1897]
Hatchett, Aafriika S.	[CL2019-1896]



Henley, Betty J.	[CL2019-1867]
Hilton, Evan J.	[CL2019-1929]
Hogan, Harlan R.	[CL2019-1819]
Hoogstraten, Cornelis	[CL2019-1910]
Houston, Jerry L.	[CL2019-1893]
Howey, Matthew M. (2)	[CL2019-1881, CL2019-1886]
Huddleston, Shana N.	[CL2019-1861]
Hunter, Wendella	[CL2019-1906]
Inniss, Russell R.	[CL2019-1891]
Jerbich, Michael A.	[CL2019-1919]
Johnson, Rosetta	[CL2019-1813]
Jones, Nikata	[CL2019-1812]
Julian, Jeremy M.	[CL2019-1905]
Kestel-Kolstad, Amanda C.	[CL2019-1859]
Lacy, Wilbert	[CL2019-1841]
Lamourt, Mercy	[CL2019-1880]
Lee, Marilyn	[CL2019-1860]
Little, Michelle J.	[CL2019-1869]
Liu, Anne	[CL2019-1918]
Maclin, Tanisha R.	[CL2019-1892]
Majewski, Alexander M.	[CL2019-1839]
Martinez, Manuela	[CL2019-1925]
Martinez, Maria R.	[CL2019-1854]
McDonagh Demolition	[CL2019-1908]
Mcintyre, Dimitia J.	[CL2019-1855]



Miller, Rebecca L.	[CL2019-1856]
Moradzadeh, David	[CL2019-1863]
Morales, Silvia M.	[CL2019-1845]
Mullin, Reid R.	[CL2019-1922]
Munguia, Mario	[CL2019-1849]
Murphy, Kevin C.	[CL2019-1842]
Narducy, Annette M.	[CL2019-1907]
Nava, Yvonne	[CL2019-1821]
Nieto, Norma	[CL2019-1818]
Odeh, Sobhia M.	[CL2019-1885]
Ogrizovich, Sam	[CL2019-1920]
Park Row HOA	[CL2019-1848]
Partyka, Margrette	[CL2019-1822]
Perkins, Jesela	[CL2019-1882]
Progressive Insurance and Wuthrich, Ariana	[CL2019-1828]
Pulte, Noreen C. (2)	[CL2019-1874, CL2019-1875]
Rajchenbach, Moshe N.	[CL2019-1915]
Rajkovic, Bojan	[CL2019-1814]
Reid, Ralph H.	[CL2019-1884]
Render, Marilyn K.	[CL2019-1858]
Ries, Anthony T.	[CL2019-1904]
Robinson, Paul	[CL2019-1823]
Ron, Avi	[CL2019-1883]
Root, Gail	[CL2019-1825]



Rubin, Sarah B.	[CL2019-1846]
Salazar, Marco A.	[CL2019-1836]
Sanders, De Lajune M.	[CL2019-1847]
Sanders, James T.	[CL2019-1862]
Saunders, Rebekah A.	[CL2019-1902]
Sdoukos, Margarita	[CL2019-1820]
Semonik, James E.	[CL2019-1888]
Shelley, Tina M.	[CL2019-1824]
Sinodinos, Colleen R.	[CL2019-1850]
Skalecke, Leona L.	[CL2019-1871]
Smith, Triville S.	[CL2019-1887]
Sparling, Jonathan R.	[CL2019-1829]
Stanhibel, Ken	[CL2019-1889]
Strait, James M.	[CL2019-1833]
Strama, Matthew J.	[CL2019-1890]
Svec, Bryan W.	[CL2019-1866]
Syed, Iftqar M.	[CL2019-1877]
Szczepaniak, Dennis W.	[CL2019-1840]
Topete, Stephanie	[CL2019-1843]
Van Byssum, Grant K.	[CL2019-1917]
Walker, John K.	[CL2019-1912]
Williams, Connor A.	[CL2019-1844]
Williamson, John S.	[CL2019-1816]
Zemar, Raymond A.	[CL2019-1811]
Zielna, Halina B.	[CL2019-1827]



**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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AMENDMENT OF SECTION 2-32-030 OF MUNICIPAL CODE TO AUTHORIZE CITY COMPTROLLER TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS, INCLUDING DATA-SHARING AGREEMENTS, WITH COUNTY, STATE AND FEDERAL GOVERNMENTS RELATED TO COLLECTION AND ALLOCATION OF REVENUES.

[O2019-6910]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an ordinance to amend Municipal Code Section 2-32-030 to grant authority to the Comptroller to enter into intergovernmental data-sharing agreements necessary or useful for the collection and allocation of revenues, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*



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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 2-32-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-32-030 Comptroller -- Powers And Duties As Fiscal Agent.

The Comptroller shall be the fiscal agent of the City and as such shall be charged with and shall exercise general supervision over all officers of the City charged in any manner with the receipt, collection or disbursement of the City revenues and all funds required to be in the custody of the City Treasurer.

The Comptroller shall have charge of all contracts, judgment-orders, notes, bonds, and evidences of indebtedness belonging to the City except such as are directed by law or ordinance to be deposited elsewhere. He shall have supervision of the issuance and sale of all bonds, warrants, and obligations.

The Comptroller shall have the power to enter into agreements, including data-sharing agreements, with agencies of the county, state, and federal governments, and their respective designees, as may be necessary or useful to aid in the collection and allocation of revenues. Any such agreement may provide for indemnification, and any City expenditure pursuant to such an agreement shall be subject to the availability of duly appropriated funds.

It shall be the duty of the City of Chicago's Chief Financial Officer to post City Asset Lease Agreements and accounting information detailing the utilization of City asset lease proceeds as required by Section 2-32-035 on the City of Chicago, Department of Finance website.

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



AMENDMENT OF TITLE 3 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 3-94 TO ALLOW ABATEMENT OF PROPERTY LEVIED ON QUALIFIED PROPERTY OWNED BY SURVIVING SPOUSE OF FALLEN POLICE OFFICER, SOLDIER OR RESCUE WORKER.

[SO2019-5591]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration a substitute ordinance to amend Municipal Code Title 3 by adding new Chapter 3-94 to allow certain abatement of property tax levied on qualifying property pursuant to 35 ILCS 200/18-178 of the 2012 Property Tax Code, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:



WHEREAS, Section 18-178 of the Illinois Property Tax Code permits the governing body of a municipality, by ordinance, to enable the abatement of a percentage of the taxes levied by that municipality on property owned by the surviving spouse of a fallen police officer, soldier, or rescue worker; and

WHEREAS, Chicago's fallen police officers, soldiers, and rescue workers have given the ultimate sacrifice as a result of fulfilling their duties, and it is appropriate to honor that sacrifice; and

WHEREAS, The spouses of these brave individuals who have died in the line of duty should be supported, for there are overwhelming financial, emotional and psychological costs associated with the loss of a loved one who dies in the line of duty; now, therefore,

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

SECTION 1. Title 3 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 3-94, as follows:

*Chapter 3-94.*

*Fallen Heroes Property Tax Abatement.*

3-94-010 Definitions.

For purposes of this chapter, the following definitions shall apply:

"Abatement Statute" means Section 18-178 of the Property Tax Code, codified at 35 ILCS 200/18-178.

"Fallen Hero" has the meaning ascribed to the term "fallen police officer, soldier, or rescue worker" in the Abatement Statute as in effect in 2019, with the additional requirement that such person had their primary residence in the City of Chicago at the time of his or her death.

"Qualified Property" has the meaning ascribed to that term in the Abatement Statute as in effect in 2019.

"Surviving Spouse" has the meaning ascribed to that term in the Abatement Statute as in effect in 2019.



**3-94-020 Abatement For The Residence Of A Surviving Spouse Of A Fallen Hero.**

Pursuant to the Abatement Statute, one hundred percent of the City of Chicago portion of property taxes levied on each parcel of Qualified Property within the City shall be abated.

**3-94-030 Duration; Reapplication.**

The abatement established by this chapter shall be in effect for the lifetime of a Surviving Spouse, and shall require reapplication pursuant to the more frequent of either (i) the schedule established by the Cook County Board of Review, or (ii) every three years.

**3-94-040 Administration.**

Consent and authority are hereby given to the Cook County. Board of Review (for purposes of this chapter, "Board") to review and process applications for the abatements established by this chapter and, if circumstances warrant, solicit input from and make recommendations to the City Comptroller regarding abatements-authorized by this chapter. In the event further coordination with regard to the operation of this chapter is deemed useful, the Comptroller is authorized to enter into an intergovernmental agreement with the Board for that purpose.

SECTION 2. Following due passage and publication of this ordinance, the City Clerk shall deliver a certified copy to this ordinance to the Cook County Clerk.

SECTION 3. This ordinance shall take effect upon its passage and publication and establishes eligibility for abatements of taxes assessed only after such effective date.

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**AMENDMENT NO. 2 TO MASTER INDENTURE OF TRUST SECURING SECOND LIEN WATER REVENUE BONDS AND CITY'S INTENT NOT TO ISSUE ADDITIONAL SENIOR LIEN WATER REVENUE BONDS.**

[O2019-7003]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an ordinance to amend the 1999 Master Indenture authorizing closure of senior lien water revenue bonds, having had



the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the Constitution, and is a "home rule unit" under Section 6(a) of Article VII of the Constitution; and

WHEREAS, In order to improve and expand, the City's Water System, the City has issued series of Senior Lien Water Revenue Bonds from time to time pursuant to authorizing ordinances adopted by the City to pay the costs of improvements and expansion of the Water System (collectively with the Series 2000 Bond Ordinance defined herein, the "Senior Lien Water Revenue Bond Ordinances"); and

WHEREAS, The Series 2000 Senior Lien Bonds were issued pursuant to an ordinance adopted by the City Council of the City of Chicago on November 17, 1999 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date on pages 17845 to 18039 (the "Series 2000 Bond Ordinance"); and



WHEREAS, The Series 2000 Bond Ordinance also approved the Second Lien Bonds Master Indenture of Trust from the City to The Bank of New York Mellon Trust Company, N.A., as trustee (as successor to Amalgamated National Bank and Trust Company of Chicago and J.P. Morgan Trust Company, National Association) which was subsequently entered into on December 15, 1999, as amended by Amendment Number 1 to Master Indenture Dated as of August 1, 2004 (together, the "Master Indenture"); and

WHEREAS, As of July 12, 2019, all of the Senior Lien Water Revenue Bonds issued by the City are no longer outstanding; and

WHEREAS, The City has determined that it is in the best interests of the City to not issue additional Senior Lien Water Revenue Bonds pursuant to any existing authorization under any Senior Lien Water Revenue Bond Ordinances or any other authorizing ordinance adopted by the City prior to the effective date hereof; and

WHEREAS, Section 5.01(a) of the Master Indenture provides that the Master Indenture can be supplemented from time to time to among other things, provide limitations and restrictions to the issuance of Second Lien Bonds and other evidences of indebtedness without bondholder consent; and

WHEREAS, The City now wishes to supplement the Master Indenture to reflect the City's intention to not issue additional Senior Lien Water Revenue Bonds; and

WHEREAS, The City hereby wishes to authorize and approve the form of Amendment Number 2 to Master Indenture attached to this ordinance as Exhibit 1; now, therefore,

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

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

SECTION 2. Amendment To Master Indenture. The form of Amendment Number 2 to Master Indenture attached to this ordinance as Exhibit 1 is approved in all respects.

SECTION 3. Authorized Signatories. Each of the Mayor of the City and the Chief Financial Officer of the City (each, an "Authorized Officer") or any agent appointed by an Authorized Officer in writing is hereby authorized to execute and deliver Amendment Number 2 to Master Indenture in substantially the form attached to this ordinance as Exhibit 1 for and on behalf of the City, and the City Clerk is authorized to attest the same and to affix to the same the corporate seal of the City or a facsimile of such corporate seal.

SECTION 4. Further Authorizations. The Amendment Number 2 to Master Indenture may contain such changes and revisions as shall be approved by an Authorized Officer, the execution and delivery of the Amendment Number 2 to Master Indenture to constitute conclusive evidence of the City Council's approval of any and all such changes or revisions



thereto. Each Authorized Officer is further authorized to take all other acts necessary to effect the execution, delivery and validity of the Amendment Number 2 to Master Indenture.

SECTION 5. Conflict. To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order is in conflict with or is inconsistent with the provisions of this ordinance, the provisions of this ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance.

SECTION 6. Severability. 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 7. Headings. Any headings preceding the texts of the several articles and sections of this ordinance shall be solely for convenience or reference and shall not constitute a part of this ordinance nor shall they affect its meaning, construction or effect.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its adoption and approval.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.*

*Amendment No. 2 To Master Indenture With The Bank Of  
New York Mellon Trust Company, N.A.  
(As Successor To Amalgamated National Bank  
And Trust Company Of Chicago), As Trustee.*

Dated As Of \_\_\_\_\_, 2019.

This Amendment Number 2 to Master Indenture dated as of \_\_\_\_\_, 2019 ("Master Indenture Amendment Number 2"), between the City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "City") and The Bank of New York Mellon Trust Company, N.A., a national banking association (as successor to Amalgamated National Bank and Trust Company of Chicago and J.P. Morgan Trust Company, National Association), duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, with the principal corporate trust office in Chicago Illinois, as trustee (the "Trustee").



*Witnesseth:*

Whereas, The City has previously issued its Second Lien Water Revenue Bonds pursuant to a Master Indenture of Trust dated as of December 15, 1999, as amended by Amendment Number 1 to Master Indenture dated as of August 1, 2004 (the "Master Indenture"), from the City to the Trustee and indentures supplemental thereto; and

Whereas, Section 5.01 of the Master Indenture authorizes the City and the Trustee to enter into a supplemental indenture to amend the Master Indenture for certain purposes; and

Whereas, This Master Indenture Amendment Number 2 has been authorized by an ordinance duly adopted by the City Council of the City on [October 9, 2019] (the "Amendment Number 2 to Master Indenture Ordinance");

Now, Therefore, In consideration of the premises and agreements herein set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

*Article I.*

*Definitions.*

Words and terms which are defined in the Master Indenture shall have, when used herein, the same meanings therein ascribed to them unless the context or use indicates a different meaning or intent.

*Article II.*

*Amendment To Master Indenture.*

Section 2.04 of the Master Indenture is hereby amended to read as follows:

"Section 2.04 Source Of Payment Pledge Of Second Lien Bond Revenues and Other Monies. The Second Lien Bonds are legal, valid and binding limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the monies and securities held by the City in the Second Lien Bonds Account and by the Trustee under the provisions of this Indenture and any Supplemental Indenture and



together with any other Second Lien Bonds outstanding, from Second Lien Bond revenues and from amounts in the Second Lien Bonds Account and the Second Lien Bonds Construction Accounts. The Second Lien Bonds and the interest on them do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. A pledge of the Trust Estate, to the extent set forth in the Granting Clauses of this Indenture, and all of the monies and securities held or set aside or to be held or set aside by the Trustee under this Indenture or any Supplemental Indenture is made, and such monies and securities are pledged, to secure the payment of principal and Redemption Price of, and interest on, the Second Lien Bonds and the payment of all amounts constituting Section 2.08 Obligations and Section 2.09 Obligations, subject only to the provisions of this Indenture or any Supplemental Indenture requiring or permitting the payment, setting apart or appropriation of such monies and securities for or to the purposes and on the terms, conditions, priorities and orders set forth in or provided under this Indenture or such Supplemental Indenture. This pledge, assignment and grant of a lien and security interest is valid and binding from and after the date of issuance of any Second Lien Bonds under this Indenture without any further physical delivery or further act; and shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice of such pledge, assignment and lien. As of July 12, 2019, all of the Senior Lien Bonds issued by the City are no longer Outstanding. As of [Insert Execution Date For Second Amendment], the City covenants that the City shall not issue additional Senior Lien Bonds pursuant to any authorization under any Senior Lien Bond Ordinances or any other authorizing ordinance adopted by the City prior to [October 9, 2019], the effective date of the Amendment Number 2 to Master Indenture Ordinance. For the period ending on July 12, 2019, the claim of the Second Lien Bonds, Section 2.08 Obligations and Section 2.09 Obligations to Net Revenues Available for Bonds is junior and subordinate to the claim of the Senior Lien Bonds (and all Senior Lien Debt Service Reserve Account Credit Instruments); after July 12, 2019, this provision shall no longer be applicable”.

### *Article III.*

#### *Miscellaneous Provisions.*

##### **Section 3.01 Ratification.**

In all respects not inconsistent with the terms and provisions of this Master Indenture Amendment Number 2, the Master Indenture is hereby ratified, approved and confirmed. In executing and delivering this Master Indenture Amendment Number 2, the Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the Master Indenture.



#### Section 3.02 Counterparts.

This Master Indenture Amendment Number 2 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### Section 3.03 Applicable Law.

This Master Indenture Amendment Number 2 shall be governed exclusively by the applicable laws of the State of Illinois.

#### Section 3.04 Severability.

If any provision of this Master Indenture Amendment Number 2 shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

#### Section 3.05 Captions.

The captions or headings of this Master Indenture Amendment Number 2 are for convenience or reference only, and in no way define, limit or describe the scope or intent or any provisions or section of this Master Indenture Amendment Number 2.

#### Section 3.06 Limitation Of Liability.

Nothing in this Master Indenture Amendment Number 2 shall give rise to any pecuniary liability of the City or any charge against its general credit or taxing power. No recourse shall be had for any claim based hereon against any past, present or future officer, employee or agent, or member of the City Council, of the City or any successor to the City either directly or through the City or any successor to the City under any rule of law or equity, statute or constitution.

In Witness Whereof, The City has caused this Master Indenture Amendment Number 2 to be executed in its behalf by its Chief Financial Officer and attested by its City Clerk, and the official seal of the City to be hereon impressed, and the Trustee, to evidence its acceptance



of the power and duties created hereunder, has caused this Master Indenture Amendment Number 2 to be executed in its name by its duly authorized officers and its corporate seal to be hereon impressed and duly attested, all as of the day and year first above written.

City of Chicago

By: \_\_\_\_\_  
Chief Financial Officer

[Seal]

Attest:

By: \_\_\_\_\_  
City Clerk

The Bank of New York Mellon Trust Company, N.A., as successor to Amalgamated National Bank and Trust Company of Chicago and J.P. Morgan Trust Company, National Association, as trustee

By: \_\_\_\_\_  
Authorized Signatory

[Seal]

Attest:

By: \_\_\_\_\_  
Authorized Signatory



INTERGOVERNMENTAL AGREEMENT WITH BOARD OF EDUCATION OF CHICAGO REGARDING PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS TO HIBBARD ELEMENTARY SCHOOL AT 3244 W. AINSLIE ST. AND ALBANY PARK MULTICULTURAL ACADEMY/EDISON REGIONAL GIFTED CENTER AT 4929 N. SAWYER AVE.

[SO2019-7043]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the Commissioner of Planning and Development to enter into and execute an intergovernmental agreement with the Chicago Board of Education for the redevelopment of Hibbard Elementary School and the Albany Park Multicultural Academy/Edison Regional Gifted Center, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, The Board operates schools known as Hibbard Elementary School located at 3244 West Ainslie Street, Chicago, Illinois 60625, and the Albany Park Multicultural Academy/Edison Regional Gifted Center, both of which are located in the same building located at 4929 North Sawyer Avenue, Chicago, Illinois 60625. Hibbard Elementary School and Albany Park Multicultural Academy/Edison Regional Gifted Center collectively are referred to hereinafter as the "Schools". The property on which the Schools are located, together with a portion of the Sawyer Avenue public way, constitute the "Property"; and

WHEREAS, The Board desires to construct a playground and a natural learning and landscaped area and related improvements (the "Facility") on the Property to serve the Schools (the construction/renovation of the Facility shall be referred to herein as the "Project"); 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, To induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on February 16, 2000: approving and adopting a tax increment financing redevelopment project and plan for the Lawrence/Kedzie Redevelopment Project Area; designating the Lawrence/Kedzie Redevelopment Project Area as a tax increment financing district; and adopting tax increment financing for the Lawrence/Kedzie Redevelopment Project Area (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Lawrence/Kedzie TIF Ordinances", the redevelopment plan approved by the Lawrence/Kedzie TIF Ordinances is referred to herein as the "Lawrence/Kedzie Redevelopment Plan" and the redevelopment project area created by the Lawrence/Kedzie TIF Ordinances is referred to herein as the "Lawrence/Kedzie Redevelopment Area"); and



WHEREAS, All of the Property lies wholly within the boundaries of the Lawrence/Kedzie Redevelopment Area; 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 (Increment collected from the Lawrence/Kedzie Redevelopment Area shall be known as the "Lawrence/Kedzie Increment"); and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Lawrence/Kedzie Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Lawrence/Kedzie Redevelopment Area; and

WHEREAS, The City desires to allocate and use a portion of the Lawrence/Kedzie Increment in an amount not to exceed \$3,500,000 (the "City Funds") for the Project pursuant to a proposed intergovernmental agreement between the City and the Board in substantially the form attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 of the Agreement) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Lawrence/Kedzie Redevelopment Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility 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; 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 Facility 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 or Acting Commissioner of the Department of Planning and Development or a designee thereof is authorized to execute the Agreement and such other documents as are necessary in connection therewith. The Agreement shall contain such other terms as are necessary or appropriate.



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

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.*  
(To Ordinance)

*Intergovernmental Agreement With Board Of Education Of Chicago Regarding  
Hibbard Elementary School And Albany Park Multicultural  
Academy/Edison Regional Gifted Center.*

This Intergovernmental Agreement regarding the Hibbard Elementary School and the Albany Park Multicultural Academy/Edison Regional Gifted Center (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Agreement Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

*Recitals:*

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 (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

Whereas, The Board operates schools known as Hibbard Elementary School located at 3244 West Ainslie Street, Chicago, Illinois 60625, and the Albany Park Multicultural Academy/Edison Regional Gifted Center, both of which are located in the same building located at 4929 North Sawyer Avenue, Chicago, Illinois 60625. Hibbard Elementary School and Albany Park Multicultural Academy/Edison Regional Gifted Center collectively are referred to hereinafter as the "Schools". The property on which the Schools are located, together with a portion of the Sawyer Avenue public way, constitute the "Property"; and



Whereas, The Board desires to construct a playground and a natural learning and landscaped area and related improvements (the "Facility") on the Property to serve the Schools (the construction/renovation of the Facility shall be referred to herein as the "Project"); 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, To induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on February 16, 2000: approving and adopting a tax increment financing redevelopment project and plan for the Lawrence/Kedzie Redevelopment Project Area; designating the Lawrence/Kedzie Redevelopment Project Area as a tax increment financing district; and adopting tax increment financing for the Lawrence/Kedzie Project Area (the aforesaid Ordinances, as the same may have heretofore been amended or hereinafter may be amended, are collectively referred to herein as the "Lawrence/Kedzie TIF Ordinances", the redevelopment plan approved by the Lawrence/Kedzie TIF Ordinances is referred to herein as the "Lawrence/Kedzie Redevelopment Plan" and the redevelopment project area created by the Lawrence/Kedzie TIF Ordinances, as amended, is referred to herein as the "Lawrence/Kedzie Redevelopment Area"); and

Whereas, All of the Property lies wholly within the boundaries of the Lawrence/Kedzie Redevelopment Area; 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 (Increment collected from the Lawrence/Kedzie Redevelopment Area shall be known as the "Lawrence/Kedzie Increment"); and

Whereas, The Board is a taxing district under the Act; and

Whereas, The Lawrence/Kedzie Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Lawrence/Kedzie Redevelopment Area; and

Whereas, The City desires to allocate and use a portion of the Lawrence/Kedzie Increment in an amount not to exceed \$3,500,000 (the "City Funds") for the Project; and

Whereas, In accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 hereof) are and shall be such of the Board's capital costs necessarily



incurred or to be incurred in furtherance of the objectives of the Lawrence/Kedzie Redevelopment Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility 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.

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 One.*

*Incorporation Of Recitals.*

The recitals set forth above are incorporated herein by reference and made a part hereof.

*Article Two.*

*The Project.*

1. The Schools, the Facility and the Project are described in (Sub)Exhibit A hereto. The plans and specifications for the Project shall be provided to the City by the Board and approved by the City in the City's discretion. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor (including the Commission, if applicable) to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.



*Article Three.*

*Funding.*

1. (a) After the completion of the Project, the Board shall provide the Department with a Requisition Form, in the form of (Sub)Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit G hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements which the Board has incurred; and (iii) all other documentation described in (Sub)Exhibit E. The City shall review and, in the City's discretion, approve each Requisition Form and make the applicable requested and approved disbursement of City Funds, subject to the availability thereof. The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use. At the City's request the Board shall evidence to the City in writing to the City's satisfaction that the Board owns or otherwise controls the Property, or has the right to enter the Property and undertake such activities as the Board deems necessary prior to owning or otherwise controlling the Property, before the City disburses City Funds. The Board will only request disbursement of City Funds and the City will only disburse City Funds for the costs of the Project, to the extent that such costs are TIF-Funded Improvements. Notwithstanding anything to the contrary in this Article Three, Subsection 1 or elsewhere in this Agreement, it is acknowledged that the Board's right to enter upon the portion of the Property constituting the Sawyer Avenue public way for the construction of any TIF-Funded Improvements thereon is contingent upon the Board's obtaining an appropriate Grant of Privilege or other appropriate permit or entry/use vehicle.

(b) Delivery by the Board to the Department of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds disbursed in the previously made disbursement (if any) represents the actual amount paid to the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the current Requisition Form, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.



The City shall have the right, in its discretion, to require the Board 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 approval of a Requisition Form by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(c) [Intentionally omitted]

(d) [Intentionally omitted]

(e) (i) The Board's right to receive payments hereunder shall be subordinate to all prior obligations of the City to be paid from Lawrence/Kedzie Increment.

(ii) The City, subject to the terms of this subsection 1(e)(ii), may, until the earlier to occur of (1) the expiration of the Term of this Agreement or (2) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Funds under this Agreement, exclude up to 90 percent of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("EAV") of such affected parcels over and above the EAV of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, the Board shall retain its initial lien status relative to Lawrence/Kedzie Increment. In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the EAV thereof for the Base Year.

(f) [Intentionally omitted]

(g) The availability of City Funds is subject to: (i) the City's annual retention of Lawrence/Kedzie Increment in an amount necessary for the payment of expenses incurred by the City in the administration of the Lawrence/Kedzie Redevelopment Area; and (ii) the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

(h) The Board shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Lawrence/Kedzie Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements ("Bonds"); provided, however, that any such amendments shall not have a material adverse



effect on the Board or the Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

2. The current estimate of the cost of the Project is \$3,575,000. The Board has delivered to the [Acting] Commissioner of the Department, and the [Acting] Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as (Sub)Exhibit G. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the Facility with the available funds. 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 \$75,000.00 without written agreement of the parties. The Board shall have no obligation to utilize Board funds to fund any obligations hereunder.

3. Attached as (Sub)Exhibit H and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("TIF-Funded Improvements"); and to the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Lawrence/Kedzie Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the [Acting] Commissioner, based upon the detailed project budget, shall make such modifications to (Sub)Exhibit H as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act; (ii) qualify as eligible costs under the Lawrence/Kedzie Redevelopment Plan; and (iii) be improvements that the [Acting] Commissioner has agreed to pay for out of City Funds, subject to the terms of this Agreement.

4. If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to the Board and expended by the Board on the Project.



5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. [Intentionally omitted]

7. During the Term hereof the Board shall not sell, transfer, convey or otherwise dispose of all or any portion of the Facility and/or the Property or any interest therein to a party other than the City (a "Transfer"), or otherwise effect or consent to a Transfer to a party other than the City, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the grant of the City Funds hereunder pursuant to the Act.

#### *Article Four.*

##### *Term.*

The Term of the Agreement shall commence as of the Agreement Date and shall expire on the date on which the Lawrence/Kedzie Redevelopment Area is no longer in effect (through and including December 31, 2024).

#### *Article Five.*

##### *Indemnity; Default.*

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all agreements directly related to this Agreement and may suspend



disbursement 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, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board 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 Board 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 defaults which are not capable of being cured within such thirty (30) day period, the Board 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.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City 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 City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City 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.

#### *Article Six.*

#### *Consent.*

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.



*Article Seven.*

*Notice.*

Notice To Board Shall Be Addressed To:

Chief Financial Officer  
(or if none, Senior Vice President of Finance)  
Board of Education of the City of Chicago  
42 West Madison Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602

and

General Counsel  
Board of Education of the City of Chicago  
One North Dearborn Street, 9<sup>th</sup> Floor  
Chicago, Illinois 60602

Notice To The City Shall Be Addressed To:

[Acting] Commissioner  
Department of Planning and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602

and

Corporation Counsel  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communication or by fax; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.



*Article Eight.*

*Assignment; Binding Effect.*

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

*Article Nine.*

*Modification.*

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

*Article Ten.*

*Compliance With Laws.*

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

*Article Eleven.*

*Governing Law And Severability.*

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.



*Article Twelve.**Counterparts.*

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

*Article Thirteen.**Entire Agreement.*

This Agreement constitutes the entire agreement between the parties regarding the Project.

*Article Fourteen.**Authority.*

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on \_\_\_\_\_, 2019. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

*Article Fifteen.**Headings.*

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.



*Article Sixteen.*

*Disclaimer Of Relationship.*

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

*Article Seventeen.*

*Construction Of Words.*

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

*Article Eighteen.*

*No Personal Liability.*

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

*Article Nineteen.*

*Representatives.*

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For The Board:

Chief, Department of TBD  
Board of Education of the City of Chicago  
42 West Madison Street, TBD Floor  
Chicago, Illinois 60602  
Phone: TBD  
Email: TBD



For The City:

Christopher Jang, Assistant Commissioner  
City of Chicago, Department of Planning  
and Development  
121 North LaSalle Street, Room 1003  
Chicago, Illinois 60602  
Phone: 312-744-7885  
Email: Christopher.jang@cityofchicago.org

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois

By: \_\_\_\_\_  
[Acting] Commissioner,  
Department of Planning  
and Development

The Board of Education of the City of Chicago

By: \_\_\_\_\_  
Miguel del Valle,  
President

Attest: \_\_\_\_\_  
Estela G. Beltran,  
Secretary

By: \_\_\_\_\_  
Janice K. Jackson, EdD,  
Chief Executive Officer

Board Report Number 01-0725-RS2

Approved as to Legal Form:

\_\_\_\_\_  
Joseph T. Moriarty,  
General Counsel



[(Sub)Exhibits "B", "C", "D" and "F" referred to in this Intergovernmental Agreement with Board of Education of Chicago regarding Hibbard Elementary School and Albany Park Multicultural Academy/Edison Regional Gifted Center omitted intentionally.]

(Sub)Exhibits "A", "E", "G" and "H" referred to in this Intergovernmental Agreement with the Board of Education of Chicago regarding Hibbard Elementary School and Albany Park Multicultural Academy/Edison Regional Gifted Center read as follows:

*(Sub)Exhibit "A".*

(To Intergovernmental Agreement With Board Of Education Of Chicago Regarding Hibbard Elementary School And Albany Park Multicultural Academy/Edison Regional Gifted Center)

*The Schools, The Facility And The Project.*

Address: Hibbard Elementary School  
3244 West Ainslie Street, Chicago, Illinois 60625.

Albany Park Multicultural Academy/Edison Regional Gifted Center  
4929 North Sawyer Avenue, Chicago, Illinois 60625.

**Project Description:**

This project will provide a much needed green space campus that will serve students at three (3) adjacent schools and the Albany Park community at large. The project will include improvements to the Albany Park Multicultural Academy/Edison Regional Center playground and the design and construction of a natural learning and landscaped area along Sawyer Avenue. Improvements to the Sawyer Avenue public way needed to accommodate the campus scope are also included.

Project is scheduled to be completed by Fall 2020.



(Sub)Exhibit "E".

(To Intergovernmental Agreement With Board Of Education Of Chicago Regarding  
Hibbard Elementary School And Albany Park Multicultural  
Academy/Edison Regional Gifted Center)

*Requisition Form.*

State of Illinois )  
 ) SS.  
County of Cook )

The affiant, \_\_\_\_\_, \_\_\_\_\_ of the Board of Education of the City of Chicago, a body politic and corporate (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City regarding \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by the Board to date:

TOTAL: \$

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

\$ \_\_\_\_\_

C. The Board requests disbursement for the following cost of TIF-Funded Improvements:

\$ \_\_\_\_\_

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



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

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

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

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit G to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks reimbursement.

All capitalized terms that are not defined herein have the meanings given such terms in the Agreement.

The Board of Education of the City of Chicago,  
a body politic and corporate

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

My commission expires: \_\_\_\_\_.



*(Sub)Exhibit "G".*

(To Intergovernmental Agreement With Board Of Education Of Chicago Regarding  
Hibbard Elementary School And Albany Park Multicultural  
Academy/Edison Regional Gifted Center)

*Project Budget.*

Task	Project Cost
Design	\$ 393,250
Construction	2,770,625
Environmental	214,500
Project Management Fees	196,625
FF&E	<u>0</u>
TOTAL:	\$3,575,000

*(Sub)Exhibit "H".*

(To Intergovernmental Agreement With Board Of Education Of Chicago Regarding  
Hibbard Elementary School And Albany Park Multicultural  
Academy/Edison Regional Gifted Center)

*Project TIF Funded Improvements\*.*

Task	Project Cost
Design	\$ 393,250
Construction	2,770,625
Environmental	214,500
Project Management Fees	196,625
FF&E	<u>0</u>
TOTAL:	\$3,575,000

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\* Notwithstanding the total of TIF-Funded Improvements, the assistance to be provided by the City is limited to the amount of City Funds described in the recitals hereof above and shall not exceed \$3,500,000. 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.



REDEVELOPMENT AND LOAN FUNDING AGREEMENTS WITH AND ISSUANCE OF CITY OF CHICAGO MULTI-FAMILY HOUSING REVENUE NOTE (PARKSIDE FOUR PHASE II), SERIES 2019 TO PARKSIDE FOUR PHASE II LLC FOR ACQUIRING, LEASING, CONSTRUCTING AND EQUIPPING OF LOW- AND MODERATE-INCOME RESIDENTIAL AND RELATED FACILITIES IN AREA BOUNDED BY N. LARRABEE ST., W. ELM ST., N. CAMBRIDGE AVE. AND W. HOBBIE ST.

[SO2019-5291]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the Commissioner of Planning and Development to enter into and execute a redevelopment agreement, to enter into and execute a loan agreement and to approve the issuance of a City of Chicago Multi-Family Housing Revenue Note (Parkside Four Phase II), Series 2019 for Parkside Four Phase II LLC, amount of note: \$30,000,000, amount of loan: up to \$2,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The following is said ordinance as passed:

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

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

WHEREAS, By this ordinance (this "Ordinance"), the City Council of the City (the "City Council") has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing and certain other funding, as provided herein, to Parkside Four Phase II L.P., an Illinois limited partnership (the "Borrower" or the "Partnership"), the general partner of which is Parkside Four II LLC, an Illinois limited liability company (the "General Partner"), the sole member of which is Parkside Associates LLC, an Illinois limited liability company ("Parkside"), to enable it to pay or reimburse a portion of the costs of acquiring, leasing, constructing, and equipping of low- and moderate-income residential facilities and related common facilities and containing approximately 102 units, 66 of which will be affordable units (including 2 units which will be for Chicago Housing Authority tenants with incomes at or below 80 percent of area median income, under the Rental Assistance Demonstration Program) and approximately 36 of which will be unrestricted units (together with related common areas along with parking lot facilities and as further described on Exhibit A hereto, the "Project"), located on property bounded by North Larrabee Street on the west, West Elm Street on the north, North Cambridge Avenue on the east, and West Hobbie Street on the south, in Chicago, Cook County, Illinois (the "Property"), and to pay a portion of the costs of issuance and other costs incurred in connection therewith; and

WHEREAS, By this Ordinance, the City Council has determined that it is necessary and in the best interests of the City to enter into a funding loan agreement (the "Funding Loan Agreement") with CIBC Bank USA, an Illinois state chartered bank, pursuant to which the City will borrow an aggregate principal amount not to exceed Thirty Million Dollars (\$30,000,000) (the "Funding Loan") for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, issue tax-exempt revenue notes which are expected to be issued in two series, to be designated respectively as (i) Multi-Family Housing Revenue Note (Parkside Four Phase II), Series 2019A (the "Series A Note") and (ii) Multi-Family Housing Revenue Note (Parkside Four Phase II), Series 2019B (the "Series B Note" and, together with the Series A Note, collectively, the "Notes") under the terms and conditions of this Ordinance and the Funding Loan Agreement, and the City will thereafter loan the proceeds of the Funding Loan to the Borrower (the "Borrower Loan") pursuant to a borrower loan agreement (the "Borrower Loan Agreement") between the City and the Borrower, as evidenced by certain Borrower promissory notes (the "Borrower Notes"), in



order to finance a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, prepayment premium, if any, and interest on the Notes; and

WHEREAS, The Chicago Housing Authority ("CHA") has indicated that it expects to make certain funds from CHA sources available for the Project, which may include "Moving to Work" Funds, Capital Development Funds and/or Program Income Funds and which, when available, may be used to secure and repay a portion of the Series B Note; and

WHEREAS, The principal of, prepayment premium, if any, and interest payable on the Notes will be secured by, among other things, the Borrower Notes, a mortgage on the Property and certain other related collateral, by certain capital contributions to be made to the Borrower by its investor limited partner(s) in connection with the allocation to the Borrower of federal low-income housing tax credits and by pledges and/or assignments of certain funds, personal property, and contractual rights of the Borrower and its affiliates (including certain funds from CHA sources as described above); and

WHEREAS, The Funding Loan and the Notes and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of or an obligation of the City, the State of Illinois or any political subdivision thereof, within the purview of any Constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them. No party to the Funding Loan Agreement or holder of any Notes shall have the right to compel the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any principal installment of, prepayment premium, if any, or interest on the Notes or obligations under the Funding Loan Agreement; and

WHEREAS, In connection with the execution and delivery of the Funding Loan Agreement and the issuance of the Notes, the City Council has determined by this Ordinance that it is necessary and in the best interests of the City to enter into (i) the Funding Loan Agreement, providing for the security for and terms and conditions of the Funding Loan, and the Notes to be issued thereunder, (ii) the Borrower Loan Agreement providing for the loan of the proceeds of the Funding Loan to the Borrower and the use of such proceeds, (iii) one or more Tax Regulatory Agreements and/or tax certificates (each, a "Tax Agreement" and collectively, the "Tax Agreements") between the City and the Borrower, and (iv) a Land-Use Restriction Agreement between the City and the Borrower (the "Land-Use Restriction Agreement"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on July 30, 1997, and published at pages 49207 -- 49356 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Near North Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 30, 1997, and published at pages 49356 -- 49365 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and



WHEREAS, Pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on July 30, 1997, and published at pages 49366 -- 49374 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC") and the Chicago Housing Authority, an Illinois municipal corporation under the Housing Authorities Act, as amended (310 ILCS 10/1, et seq.) (the "CHA"), are entering into a 99-year ground lease for the Property, which leasehold interest will be assigned to the Partnership, on which the Partnership will construct the Project; and

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

WHEREAS, The Borrower and LAC (hereinafter collectively referred to as the "Developer") will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement ("Redevelopment Agreement") to be executed by the Developer and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Near North Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund for the Area (the "TIF Fund") pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to its Resolution 19-CDC-3 adopted by the Community Development Commission of the City of Chicago (the "Commission") on January 15, 2019, the Commission has recommended that the Developer be designated as the developer for the Project and that the City's Department of Planning and Development ("DPD") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; 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 LAC and/or the Borrower in an amount not to exceed \$2,000,000 (the "Affordable Housing Loan"), to be funded from Multi-Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, LAC and Holsten Real Estate Development Corporation, an Illinois corporation ("Holsten") are the sole owners of Parkside, which is the sole owner of the General Partner; and



WHEREAS, In the event LAC receives the Affordable Housing Loan, LAC will loan all proceeds of the Affordable Housing Loan that it receives to the Borrower in connection with the Project described in Exhibit A hereto; now, therefore,

*Be It Ordained by the City Council of the City of Chicago, as follows:*

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this Ordinance are hereby incorporated into this Ordinance by this reference. All capitalized terms used in this Ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Funding Loan Agreement or the Redevelopment Agreement, as applicable.

SECTION 2. Findings And Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Authorized Officer (as defined in Section 3) to establish the terms of the Funding Loan Agreement and related Notes, the Borrower Loan Agreement and the related Borrower Notes on such terms as and to the extent such officer determines that such terms are desirable and in the best financial interest of the City. Any such designation and determination by an Authorized Officer shall be signed in writing by such Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this Ordinance unless and until revoked, such revocation to be signed in writing by an Authorized Officer and filed with the City Clerk.

SECTION 3. Authorization Of The Funding Loan Agreement, The Notes The Borrower Loan Agreement And Related Agreements. Upon the approval and availability of the additional financing as shown in Exhibit A (the "Additional Financing"), the execution and delivery of the Funding Loan Agreement and the issuance of the Notes in an aggregate principal amount of not to exceed \$30,000,000 are hereby authorized. The aggregate principal amount of the Notes to be issued, and their division into one or more series of Notes, shall be as set forth in the Funding Loan Notification referred to in Section 6 below.

The Funding Loan Agreement and the Notes shall contain a provision that they are executed and delivered under authority of this Ordinance. The maximum term of the Funding Loan shall not exceed 5 years from the date of execution and delivery of the Notes. The Notes shall bear interest at a rate or rates equal to the rate of interest on the related Borrower Loans as provided in the Borrower Loan Agreement (which shall not exceed the lesser of 10 percent or the maximum rate of interest allowable under state law) and shall be as determined by the Authorized Officer and shall be payable on the payment dates as set forth in the Funding Loan Agreement and the Funding Loan Notification. The Notes shall be dated, shall be subject to prepayment, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Funding Loan Agreement, the form(s) of the Notes therein and the Funding Loan Notification. The



provisions for execution, signatures, payment and prepayment, with respect to the Funding Loan Agreement and the Notes shall be as set forth in the Funding Loan Agreement and the form(s) of the Notes therein.

Each of (i) the Mayor of the City (the "Mayor"), the (ii) Chief Financial Officer of the City (as defined below) or (iii) any other officer designated in writing by the Mayor (the Mayor, the Chief Financial Officer or any such other officer being referred to as an "Authorized Officer") is hereby authorized to execute by their manual or, in the case of the Notes, manual or facsimile signature, and to deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest by their manual or, in the case of the Notes, manual or facsimile signature, the Funding Loan Agreement and the Notes, in substantially the form attached hereto as Exhibit B and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval and the City Council's approval of any changes or revisions from the form of the Funding Loan Agreement and Notes therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

As used herein, the term "Chief Financial Officer" shall mean the Chief Financial Officer of the City appointed by the Mayor, or, if there is no such officer then holding said office, the City Comptroller.

Each Authorized Officer is hereby authorized to act as an authorized City representative (each an "Authorized City Representative") of the City for the purposes provided in the Funding Loan Agreement.

An Authorized Officer is hereby authorized to execute and deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest, the Borrower Loan Agreement in substantially the form attached hereto as Exhibit C, and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Borrower Loan Agreement and the Borrower Notes therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

An Authorized Officer is hereby authorized to execute and deliver the Land-Use Restriction Agreement on behalf of the City, in substantially the form attached hereto as Exhibit D and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Land-Use Restriction Agreement attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.



An Authorized Officer is hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are hereby authorized to attest the Tax Agreements on behalf of the City, in substantially the forms of such documents used in previous tax-exempt multi-family housing financings (with appropriate revisions to reflect the terms and provisions of the Funding Loan Agreement and the Notes and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder), and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Notes. The execution of the Tax Agreements by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Tax Agreements.

An Authorized Officer is hereby authorized to execute and deliver on behalf of the City such security or collateral documents securing payment of the Notes as the Authorized Officer regards as appropriate, in substantially the form of the security documents used in previous issuances of tax-exempt bonds pursuant to programs similar to the Notes, with appropriate revisions to reflect the terms and provisions of the Notes and with such other revisions as the Authorized Officer executing the same shall determine are appropriate and consistent with the other provisions of this Ordinance. The execution of security or collateral documents by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in such documents.

**SECTION 4. Security For The Funding Loan Agreement And The Notes.** The obligations of the City under the Funding Loan Agreement and the Notes shall be limited obligations of the City, payable solely from and/or secured by a pledge of the following security (other than certain Unassigned Rights of the City):

(a) all right, title and interest of the City in, to and under the Borrower Loan Agreement and the Borrower Notes, including, without limitation, all rents, revenues and receipts derived by the City from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the City under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under the Funding Loan Agreement shall not impair or diminish the obligations of the City under the provisions of the Borrower Loan Agreement;

(b) all right, title and interest of the City in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Agreement, and all other payments, revenues and receipts derived by the City under and pursuant to, and subject to the provisions of, the Funding Loan Agreement;

(c) any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under the Funding Loan Agreement, subject to the provisions of the Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;



(d) any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of the Funding Loan Agreement as additional security by the City or anyone on its part or with its consent, or which pursuant to any of the provisions of the Borrower Loan Agreement may come into the possession or control of the Funding Lender (as defined below) or a receiver appointed pursuant to the Funding Loan Agreement; and

(e) a mortgage on and security interest in the Property and related collateral.

In order to secure the payment of the principal of, prepayment premium, if any, and interest on the Notes, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Funding Loan Agreement and are hereby appropriated for the purposes set forth in the Funding Loan Agreement. Nothing contained in this Ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income as set forth in the Funding Loan Agreement to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of the date of execution and delivery of the Funding Loan Agreement and the Notes, all as shall be determined by the Authorized Officer at the time of the execution and delivery of the Funding Loan Agreement and the Notes. The Funding Loan Agreement shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the execution and delivery of the Funding Loan Agreement and the Notes.

SECTION 5. Delivery Of The Funding Loan Agreement Sale And Delivery Of Notes. Subject to the terms and conditions of the Funding Loan Agreement and such additional terms as are set forth in the Funding Loan Notification with the approval of an Authorized Officer, the Notes shall be sold and delivered to CIBC Bank USA, an Illinois state chartered bank, or such other funding lender as approved by an Authorized Officer (the "Funding Lender"), and shall hold the Funding Loan Agreement and the Notes, subject to the terms and conditions of the required transferee representations (the "Required Transferee Representations") which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by an Authorized Officer, to the extent required under the Funding Loan Agreement, may succeed the initial Funding Lender as the registered holder of all or a portion of the Funding Loan, but only if such subsequent Funding Lender executes and delivers to the City the Required Transferee Representations, substantially in the form of the Required Transferee Representations set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the proceeds of the Funding Loan to the Funding Lender shall not exceed one and one half percent (1.5%) of the aggregate principal amount of the Notes.

SECTION 6. Funding Loan Notification. Subsequent to the execution and delivery of the Funding Loan Agreement and the sale of any Notes, the Authorized Officer shall file in the



Office of the City Clerk a Funding Loan Notification for such Funding Loan Agreement and the Notes directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and nature of each series of the Notes sold, (ii) the extent of any tender rights to be granted to the holders of the Notes, (iii) the identity of the Funding Lender, if different from CIBC Bank USA, (iv) the interest rates on the Notes and/or a description of the method of determining the interest rates applicable to the Notes from time to time, (v) the origination fee or other compensation paid to the Funding Lender in connection with the origination of the Funding Loan and issuance of the Notes, and (vi) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the sale of any Notes. There shall be attached to such notification the final form of the Funding Loan Agreement, a specimen of each of the Notes and the Borrower Loan Agreement.

SECTION 7. Limited Obligations. The Notes, when issued and outstanding, will be limited obligations of the City, payable solely as provided in the Funding Loan Agreement. The Notes and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The Notes shall be payable solely from the funds pledged therefor pursuant to the terms of the Funding Loan Agreement herein described.

SECTION 8. Use Of Proceeds. The proceeds from the Funding Loan (as evidenced by the sale of the Notes) shall be deposited as provided in the Funding Loan Agreement and used for the Project.

SECTION 9. Volume Cap. The Funding Loan Agreement and the Notes are obligations taken into account under Section 146 of the Code in the allocation of the City's volume cap.

SECTION 10. Developer Designation. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 11. Redevelopment Agreement. Upon the approval and availability of the Additional Financing, the Commissioner of DPD or a designee thereof (the "Authorized DPD Officer") is 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 supporting documents as may be necessary to carry out and comply with the provisions of such agreements, with such changes, deletions and insertions as shall be approved by the persons executing such agreements. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit E and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized DPD Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this Ordinance.



SECTION 12. Payment Of Incremental Taxes. The City Council hereby finds that the City is authorized to pay an aggregate amount equal to \$9,500,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account") to LAC to finance a portion of the eligible costs included within the Project, including securing any portion of the Additional Financing. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 12.

SECTION 13. Maintenance And Use Of TIF Fund. Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Chief Financial Officer of the City (or his or her designee) is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 14. Proxies. Each Authorized Officer may designate another to act as their respective proxy and to affix their respective signatures to each Note, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by such Authorized Officer pursuant to this Ordinance or the Funding Loan Agreement. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

SECTION 15. Additional Authorization. Each Authorized Officer, the City Treasurer, and, upon the approval and availability of the additional financing as shown in Exhibit A (the "Additional Financing"), the Commissioner of DOH or a designee thereof (the "Authorized DOH Officer"), and the Authorized DPD Officer are each hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to enter into, execute and deliver such other documents and agreements, including, without limitation, any documents necessary to evidence the receipt or assignment of any collateral for the Funding Loan Agreement and the related Notes, the Borrower Loan Agreement or the Borrower Notes from the Borrower, and perform such other acts as may be necessary or desirable in connection with the City Agreements (as defined in Section 21 hereof),



including, but not limited to, the exercise following the delivery date of the City Agreements of any power or authority delegated to such official under this Ordinance with respect to the City Agreements upon original execution and delivery, but subject to any limitations on or restrictions of such power or authority as herein set forth. Notwithstanding anything contained herein (including but not limited to Sections 3 and 11 hereof), if any portion of the Additional Financing is not approved and available at such time as the Authorized Officer, the Authorized DPD Officer and the Authorized DOH Officer otherwise deem it in the best interest of the City to execute the City Agreements, then the Authorized Officer, the Authorized DPD Officer and the Authorized DOH Officer may so execute the City Agreements (with such changes thereto as the Authorized Officer, the Authorized DPD Officer and the Authorized DOH Officer deem necessary and advisable) and any necessary ancillary documents and may impose such conditions upon the approval and availability of such Additional Financing as they deem necessary and advisable.

SECTION 16. Affordable Housing Loan Authorization. Upon the approval and availability of the Additional Financing, the Authorized DOH Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Affordable Housing Loan. The Authorized DOH Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Affordable Housing Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the Affordable Housing Loan to LAC and/or the Borrower.

SECTION 17. Public Hearing. This City Council hereby directs that the Notes shall not be issued unless and until the requirements of Section 147(1) of the Code, including particularly the approval requirement following any required public hearing, have been fully satisfied, and that no contract, agreement or commitment to issue the Notes shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed.

SECTION 18. Severability. If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 19. Administrative Fee. DOH is hereby authorized to charge an administrative fee or fees in connection with the delivery and administration of the Funding Loan Agreement and the Notes, which shall be collected under such terms and conditions as determined by the Authorized DOH Officer and which shall be in an amount as determined by the Authorized DOH Officer but not to exceed the maximum amount permitted under



Section 148 of the Code to avoid characterization of the Funding Loan Agreement and the Notes as "arbitrage bonds" as defined in such Section 148. Such administrative fee or fees shall be used by DOH for administrative expenses and other housing activities. Initially, such administrative fee or fees shall be an amount equal to (i) 1.5 percent of the original principal amount of the Notes payable upon issuance of the Notes, plus (ii) an on-going compliance fee of \$25 per unit payable annually.

**SECTION 20. Reserve For Legal Expenses.** The City is authorized to assess a legal reserve fee with respect to the Project, payable upon issuance of the Notes from the proceeds of the Notes or from funds contributed by the Borrower, which shall be in an amount equal to 0.10 percent of the original principal amount of the Notes. Such fee shall be used by the City to pay legal costs or other expenses in connection with the Project, the Notes, or other City issuances.

**SECTION 21. No Recourse.** No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement contained in this Ordinance, the Funding Loan Agreement, the Notes, the Borrower Loan Agreement, the Land-Use Restriction Agreement, the Tax Agreement, or the Redevelopment Agreement (collectively, the "City Agreements") against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the City Agreements and the issuance of the Notes.

**SECTION 22. No Impairment.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the holders of the Funding Loan and the Notes to receive payment of the principal of, prepayment premium, if any, or interest on the Note or to impair the security for the Funding Loan Agreement and the Notes; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. Section 2-44-080 of the Municipal Code shall not apply to the Project.

**SECTION 23. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage and approval.

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



*Exhibit "A".*  
(To Ordinance)

*Project And Financing.*

**Borrower:** Parkside Four Phase II L.P., an Illinois limited partnership (the "Partnership"). Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC") and Holsten Real Estate Development Corporation, an Illinois corporation ("Holsten"), are owners of Parkside Associates LLC, an Illinois limited liability company, the sole owner of Parkside Four II LLC, an Illinois limited liability company and the sole general partner (the "General Partner") of the Partnership.

**Project:** Acquisition, leasing, construction, and equipping of low- and moderate-income residential facilities and related common facilities on the property bounded by North Larrabee Street on the west, West Elm Street on the north, North Cambridge Avenue on the east and West Hobbie Street on the south, in Chicago, Illinois (the "Property") and consisting of 102 units, 66 of which will be affordable units (including 2 units which will be for Chicago Housing Authority tenants with incomes at or below 80 percent of area median income, under the Rental Assistance Demonstration Program) and 36 of which will be unrestricted market-rate units (together with related common areas along with parking lot facilities, the "Project").

**Affordable  
Housing  
Loan:**

**Source:** Multi-Program Funds.

**Amount:** Not to exceed \$2,000,000.

**Term:** Not to exceed 40 years plus construction period or such other term acceptable to the DOH Commissioner.

**Interest:** Zero percent per annum.

**Security:** Non-recourse loan(s); third mortgage on the Property (the "City Mortgage").

**Additional  
Financing:**

1. The Notes, As Described In This Ordinance. The Notes will be secured in part by the pledge of certain funds from CHA sources available for the Project, which may include



"Moving to Work" Funds, Capital Development Funds, Program Income Funds or other funds expected to be received from the CHA and by a mortgage from the Borrower in favor of the holder of the Notes (the "Mortgage"), pursuant to the terms of the Funding Loan Agreement. The Mortgage will grant the holder of the Notes secured thereby a mortgage on the Property that is senior to the City Mortgage.

2. CDT Permanent 1<sup>st</sup> Mortgage Loan.

Amount: Approximately \$5,799,144 or such other amount to which the DOH Commissioner may consent.

Term: Not to exceed 18 years.

Source: CDT, or another entity acceptable to the DOH Commissioner.

Interest: Not to exceed 7.0 percent or such other rate acceptable to the DOH Commissioner.

Security: A first mortgage lien on the Property senior to the lien of the City Mortgage and the City TIF Loan Mortgage.

3. CHA Funds 2<sup>nd</sup> Mortgage Loan.

Amount: Approximately \$11,538,417 or such other amount to which the DOH Commissioner may consent.

Source: Chicago Housing Authority -- "Moving to Work" Funds, Capital Development Funds, Program Income Funds or other funds from sources acceptable to the DOH Commissioner.

Term: Not to exceed 40 years plus construction period.

Interest: Zero percent per annum.

Security: A second mortgage lien on the Property senior to the lien of the City Mortgage.

4. Donations Tax Credit 4<sup>th</sup> Mortgage Loan.

Amount: Approximately \$4,781,804 or such other amount to which the DOH Commissioner may consent.



Term: Not to exceed 40 years plus construction period.

Source: Illinois Affordable Housing Tax Credits allocated to the CHA in the aggregate amount of \$5,152,993, \$2,652,993 of which will be allocated by the City and \$2,500,000 of which will be allocated by the Illinois Housing Development Authority. The CHA will loan the proceeds from the sale of such donation tax credits to the Borrower or another entity acceptable to the DOH Commissioner.

Interest: Zero percent per annum.

Security: A fourth mortgage lien on the Property junior to the lien of the City Mortgage (the "CHA DTC Loan Mortgage").

5. TIF Loan.

Amount: Not to exceed \$9,500,000.

Source: Available incremental taxes from the City of Chicago, Near North Tax Increment Financing Redevelopment Project Area, which will be used to repay a portion of the Lender Financing (as defined in the Redevelopment Agreement).

Term: Not to exceed 40 years plus construction period.

Interest: Zero percent per annum or such other interest rate acceptable to the DOH Commissioner.

Security: A fifth mortgage lien on the Property junior to the lien of the City Mortgage (the "City TIF Loan Mortgage").

6. Sponsor Loan.

Amount: Approximately \$264,269 or such other amount to which the DOH Commissioner may consent.

Source: Loan proceeds from ComEd grant to LAC.



Term: Not to exceed 40 years plus construction period.

Interest: Zero percent per annum or such other interest rate acceptable to the DOH Commissioner.

Security: A sixth mortgage lien on the Property junior to the lien of the City Mortgage.

7. Delivery Assurance Mortgage.

Amount: Not to exceed 1 percent of the CDT Permanent 1<sup>st</sup> Mortgage, approximately \$57,991.44.

Source: CDT, or another entity acceptable to the DOH Commissioner.

Term: Not to exceed 36 months.

Interest: N/A.

Security: A mortgage lien on the Property junior to the above liens on the Property.

8. Equity.

Amount: Approximately \$9,921,701, or such other amount to which the DOH Commissioner may consent.

Source: To be derived from the syndication by the General Partner of low-income housing tax credits generated by the Property.

9. General Partner Contribution (to the extent the Property is not conveyed by the LAC to the Partnership, subject to Seller Financing).

Amount: Approximately \$10,100.

Source: General Partner.



*Exhibit "B".*  
(To Ordinance)

*Funding Loan Agreement With CIBC Bank USA.*

This Funding Loan Agreement, dated as of October 1, 2019 (this "**Funding Loan Agreement**"), is entered into by **CIBC BANK USA**, an Illinois state chartered bank (together with any successor hereunder, the "**Funding Lender**") and **CITY OF CHICAGO**, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its successors and assigns, the "**Governmental Lender**").

**RECITALS**

**WHEREAS**, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State Illinois, is a home rule unit of local government and as such may provide a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

**WHEREAS**, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

**WHEREAS**, Parkside Four Phase II, LP, an Illinois limited partnership (the "**Borrower**"), has requested the Governmental Lender to enter into this Funding Loan Agreement under which the Funding Lender (i) will advance funds (the "**Funding Loan**") to or for the account of the Governmental Lender, and (ii) apply the proceeds of the Funding Loan to make a loan (the "**Borrower Loan**") to the Borrower to finance the acquisition, lease, construction, rehabilitation, development, and equipping of a multifamily residential project located in the City of Chicago, Cook County, Illinois, known or to be known as Parkside Four Phase II and consisting of approximately 102 units, 66 of which will be affordable units (including 2 units which will be for Chicago Housing Authority tenants with incomes at or below 80% of area median income, under the Rental Assistance Demonstration Program) and approximately 36 of which will be unrestricted units (together with related common areas along with parking lot facilities, the "**Project**"); and

**WHEREAS**, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into a Borrower Loan Agreement of even date herewith (as it may be supplemented or amended, the "**Borrower Loan Agreement**"), whereby the Borrower agrees to make loan payments to the Governmental Lender in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due; and

**WHEREAS**, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Borrower Note, Series 2019A and its Borrower Note, Series 2019B, each as defined in the Borrower Loan Agreement (each a "**Borrower Note**" and collectively, the "**Borrower Notes**") and the obligations of the Borrower under the Borrower



Notes will be secured by a lien on and security interest in the Project pursuant to the Security Instrument (as hereinafter defined), made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan; and

**WHEREAS**, the Governmental Lender has executed and delivered to the Funding Lender its not to exceed \$[16,579,519] City of Chicago Multi-Family Housing Revenue Note, Series 2019A (Parkside Four Phase II) (the "**Governmental Lender Note, Series 2019A**") and its not to exceed \$[11,538,417] City of Chicago Multi-Family Housing Revenue Note, Series 2019B (Parkside Four Phase II) (the "**Governmental Lender Note, Series 2019B**") (each a "**Governmental Lender Note**" and collectively, the "**Governmental Lender Notes**"), each dated as of the Closing Date (defined below) collectively evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement, all things necessary to make the Funding Loan Agreement the valid, binding and legal limited obligation of the Governmental Lender, have been done and performed and the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Lender Note, subject to the terms hereof, have in all respects been duly authorized;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

## **ARTICLE I DEFINITIONS; PRINCIPLES OF CONSTRUCTION**

**Section 1.1. Definitions.** For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.



References to the Governmental Lender Notes as “tax-exempt” or to the “tax-exempt status” of the Governmental Lender Notes are to the exclusion of interest payable on the Governmental Lender Notes (other than any portion of the Governmental Lender Notes held by a “substantial user” of the Project or a “related person” (within the meaning of Section 147 of the Code) thereto) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

The following terms have the meanings set forth below:

“**Additional Borrower Payments**” shall have the meaning given such term in the Borrower Loan Agreement.

“**Affiliate**” shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

“**Approved Institutional Buyer**” means (1) a “qualified institutional buyer” (“QIB”) as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the “Securities Act”) that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (2) an affiliate of the Funding Lender, or (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs.”

“**Authorized Amount**” shall mean an amount not to exceed \$30,000,000, the maximum aggregate principal amount of the Funding Loan under this Funding Loan Agreement.

“**Authorized City Representative**” shall have the meaning as set forth for the term “Authorized Officer” in the Ordinance.

“**Borrower**” shall mean Parkside Four Phase II, LP, an Illinois limited partnership.

“**Borrower Controlling Entity**” shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower.

“**Borrower Loan**” shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Borrower Notes.

“**Borrower Loan Agreement**” shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as supplemented, amended or replaced from time to time in accordance with its terms.

“**Borrower Loan Agreement Default**” shall mean any event of default set forth in Section 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall “exist” if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable notice and cure period.

“**Borrower Loan Amount**” shall mean an amount not to exceed \$30,000,000.

“**Borrower Loan Documents**” shall have the meaning given such term in the Borrower Loan Agreement.



**"Borrower Notes"** shall mean the "Borrower Notes" as defined in the Borrower Loan Agreement.

**"Business Day"** shall mean any day other than (i) a Saturday or a Sunday, or (ii) a day on which federally insured depository institutions in New York, New York, Chicago, Illinois or the cities in which the offices of the Funding Lender are located are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**"Closing Date"** shall mean October \_\_, 2019, the date that initial Funding Loan proceeds are disbursed hereunder.

**"Code"** shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**"Construction Escrow Agreement"** shall mean that certain Construction Escrow and Disbursement Agreement, dated \_\_\_\_ 1, 2019, among the Title Company named therein, in its capacity as escrow agent, Governmental Lender, Funding Lender, certain subordinate lenders named therein, and Borrower, as such agreement may be amended, modified, supplemented and replaced from time to time.

**"Construction Funding Agreement"** shall mean that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

**["Contingency Draw-Down Agreement"]** shall mean the Contingency Draw-Down Agreement of even date herewith between the Funding Lender and the Borrower relating to possible conversion of the Funding Loan from a draw-down loan to a fully funded loan.

**"Control"** shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

**"Draw-Down Notice"** shall mean a notice described in Section 1.01 of the Contingency Draw-Down Agreement regarding the conversion of the Funding Loan from a draw down loan to a fully funded loan.

**"Equity Investor"** shall have the meaning given to that term in the Borrower Loan Agreement.

**"Event of Default"** shall have the meaning ascribed thereto in Section 9.1 hereof.

**"Fitch"** shall mean Fitch, Inc.

**"Funding Lender"** shall mean CIBC Bank USA, an Illinois state chartered bank, and any successor under this Funding Loan Agreement and the Borrower Loan Documents.



**“Funding Loan Agreement”** shall mean this Funding Loan Agreement, by and between the Funding Lender and the Governmental Lender, as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

**“Funding Loan Documents”** shall mean (i) this Funding Loan Agreement, (ii) the Borrower Loan Agreement, (iii) the Regulatory Agreement, (iv) the Tax Compliance Agreement, (v) the Borrower Loan Documents, (vi) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (vii) all amendments, modifications, renewals and substitutions of any of the foregoing.

**“Government Obligations”** shall mean noncallable, nonprepayable (i) direct, general obligations of the United States of America, or (ii) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

**“Governmental Lender”** shall mean the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois, together with its successors and assigns.

**“Governmental Lender Notes”** shall mean the Governmental Lender Notes described in the recitals of this Funding Loan Agreement.

**“Highest Rating Category”** shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Notes are not rated (and, consequently, there is no Rating Agency), then the term “Highest Rating Category” means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax-exempt municipal debt established by S&P is “A 1+” for debt with a term of one year or less and “AAA” for a term greater than one year, with corresponding ratings by Moody's of “MIG 1” (for fixed rate) or “VMIG 1” (for variable rate) for three months or less and “Aaa” for greater than three months. If at any time (i) the Governmental Lender Notes are not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated “AAA” by S&P and “Aa3” by Moody's is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated “AAA” by S&P and “A1” by Moody's is not rated in the Highest Rating Category.

**“Material Funding Lender Event”** shall mean the occurrence and continuation of one or more of the following:

- (a) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan (i) a petition has been filed and is pending against the Funding Lender under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within 90 days after such filing; (ii) the Funding Lender has filed a petition, which is pending,



under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or has consented in writing to the filing of any petition against it under such law; or (iii) or an order, judgment or decree is entered by any court of competent jurisdiction on the application of a creditor appointing a receiver, liquidator or trustee appointed for it or for the whole or substantially all of its property and has not been dismissed within 90 days after filing. The occurrence of a Material Funding Lender Event under this subsection (a) and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings; or

(b) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan (i) the Funding Loan Agreement or the Construction Funding Agreement is declared by a non-appealable order of a court of competent jurisdiction to be null and void; (ii) the Funding Lender has, in writing, rescinded, repudiated or terminated the Funding Loan Agreement or the Construction Funding Agreement; or (iii) the Funding Lender is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Funding Lender's activities.

**"Maturity Date"** shall mean [October \_\_, 2022] with respect to the Governmental Lender Note, Series 2019A and the Governmental Lender Note, Series 2019B.

**"Maximum Rate"** shall mean the lesser of (i) 10% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

**"Minimum Participation Percentage"** shall mean an amount no less than fifteen percent (15%) of the outstanding principal amount of the Funding Loan.

**"Moody's"** shall mean Moody's Investors Service, Inc., or its successor.

**"Noteowner"** or "owner of the Governmental Lender Notes" mean the owner, or as applicable, collectively the owners, of the Governmental Lender Notes as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(d).

**"Negative Arbitrage Deposit"** has the meaning set forth in the Contingency Draw-Down Agreement.

**"Ongoing Governmental Lender Fee"** shall mean the annual fee of the Governmental Lender in the amount of \$\_\_\_\_\_. The Ongoing Governmental Lender Fee is payable annually in advance by the Borrower to the Governmental Lender on each December 1, commencing on the Closing Date, so long as any portion of the Funding Loan is outstanding.

**"Opinion of Counsel"** shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Governmental Lender Notes from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

**"Ordinance"** shall mean the Ordinance adopted by the Governmental Lender on September \_\_, 2019 authorizing the Funding Loan and the execution and delivery of the Funding Loan Documents to which Governmental Lender is a party.



**“Permitted Investments”** shall mean, to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement:

- (a) Government Obligations.
- (b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.
- (c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.
- (d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short term obligations are rated in the Highest Rating Category.
- (e) Commercial paper rated in the Highest Rating Category.
- (f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers' acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.
- (g) An agreement held by the Funding Lender for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or Second Highest Rating Category; provided that such agreement is in a form acceptable to the Funding Lender; and provided further that such agreement includes the following restrictions:
  - (1) the invested funds will be available for withdrawal without penalty or premium, at any time that (A) the Funding Lender is required to pay moneys from the Fund(s) established under this Funding Loan Agreement to which the agreement is applicable, or (B) any Rating Agency indicates that it will lower or actually lowers, suspends or withdraws the rating on the Funding Loan on account of the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement;
  - (2) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks pari passu with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;
  - (3) the Funding Lender receives an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion



of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and

(4) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A) collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the down graded provider may elect which of the remedies to the down grade (other than the remedy set out in (B)) to perform.

Notwithstanding anything else in this Paragraph (g) to the contrary and with respect only to any agreement described in this Paragraph (g) or any guarantee or insurance for any such agreement which is to be in effect for any period after the Conversion Date, any reference in this Paragraph to the "Second Highest Rating Category" will be deemed deleted so that the only acceptable rating category for such an agreement, guarantee or insurance will be the Highest Rating Category.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Funding Lender or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm-G" or "AAAm" by S&P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraphs (b) or (c). If the Governmental Lender Notes are rated by a Rating Agency, the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P, if S&P is a Rating Agency, or "Aaa" by Moody's, if Moody's is a Rating Agency. If at any time the Governmental Lender Notes are not rated (and, consequently, there is no Rating Agency), then the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P or Aaa by Moody's. If at any time (i) either of the Governmental Lender Notes is not rated, (ii) both S&P and Moody's rate a money market mutual fund and (iii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.



Permitted Investments shall not include any of the following:

(1) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

(2) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(3) Any asset backed security, including mortgage backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.

(4) Any interest only or principal only stripped security.

(5) Any obligation bearing interest at an inverse floating rate.

(6) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(7) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(8) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(9) Any investment to which S&P has added an "r" or "t" highlighter.

**"Person"** shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**"Pledged Revenues"** shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Notes, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Notes, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.



**“Potential Default”** shall have the meaning ascribed to that term in the Borrower Loan Agreement.

**“Prepayment Premium”** shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Notes (including any Prepayment Premium as set forth in the Borrower Notes) and (ii) any premium payable on the Governmental Lender Notes pursuant to this Funding Loan Agreement.

**“Project”** shall have the meaning given to that term in the Ordinance.

**“Qualified Financial Institution”** shall mean any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Funding Lender for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term “Permitted Investments” or an entity which guarantees or insures, as applicable, the agreement, a “Qualified Financial Institution” may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

**“Rating Agency”** shall mean any one and each of S&P, Moody's and Fitch then rating the Governmental Lender Notes or any other nationally recognized statistical rating agency then rating the Governmental Lender Notes, which has been approved by the Funding Lender.

**“Regulations”** shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

**“Regulatory Agreement”** shall mean that certain Land Use Restriction Agreement, dated as of the Closing Date, by and between the Governmental Lender and the Borrower, as hereafter amended or modified.

**“Remaining Funding Loan Proceeds Account”** has the meaning set forth in the Contingency Draw-Down Agreement.

**“Remaining Funding Loan Proceeds Account Earnings Subaccount”** has the meaning set forth in the Contingency Draw-Down Agreement.

**“Required Transferee Representations”** shall mean the representations in substantially the form attached to this Funding Loan Agreement as Exhibit B.

**“Second Highest Rating Category”** shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the second highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Notes are not rated (and, consequently, there is no Rating Agency), then the term “Second Highest Rating



Category” means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second Highest Rating Category for tax-exempt municipal debt established by S&P is “AA” for a term greater than one year, with corresponding ratings by Moody's of “Aa.” If at any time (i) the Governmental Lender Notes are not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated “AA” by S&P and “A” by Moody's is not rated in the Second Highest Rating Category.

“**Securities Act**” shall mean the Securities Act of 1933, as amended.

“**Security**” shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Notes and this Funding Loan Agreement as more fully set forth in Article IV hereof.

“**Security Instrument**” shall mean the Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (as amended, restated and/or supplemented from time to time) of even date herewith, made by the Borrower in favor of the Governmental Lender, as assigned by the Governmental Lender to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

“**Servicer**” shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.

“**Servicing Agreement**” shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

“**S&P**” shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business division, and its successors.

“**Special Limited Partner**” shall have the meaning given to that term in the Borrower Loan Agreement.

“**State**” shall mean the State of Illinois.

“**Tax Compliance Agreement**” shall mean the Tax Compliance Agreement, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower.

“**Tax Counsel**” shall mean Ice Miller LLP, or any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Funding Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

“**Tax Counsel Approving Opinion**” shall mean an opinion of Tax Counsel substantially to the effect that the Governmental Lender Notes constitute a valid and binding obligation of the Governmental Lender and that, under existing statutes, regulations published rulings and judicial decisions, the interest on the Governmental Lender Notes is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).



**“Tax Counsel No Adverse Effect Opinion”** shall mean an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Governmental Lender Notes from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

**“UCC”** shall mean the Uniform Commercial Code as in effect in the State.

**“Unassigned Rights”** shall mean the Governmental Lender's rights to reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement, its right to payment of the Governmental Lender's Closing Fee, the Ongoing Governmental Lender Fee and any other fees payable to the Governmental Lender under Section 2.5 thereof, its rights to attorneys' fees under Section 5.14 thereof, its rights to indemnification under Section 5.15 thereof, its rights of access under Section 5.17 thereof, its rights to enforce the terms of the Regulatory Agreement, including Borrower's covenants to comply with applicable laws, its rights to give and receive notices, reports and other statements and to enforce notice and reporting requirements and restrictions on transfers of ownership of the Project, and its rights to consent to certain matters, as provided in this Funding Loan Agreement and the Borrower Loan Agreement.

**“Written Certificate,” “Written Certification,” “Written Consent,” “Written Direction,” “Written Notice,” “Written Order,” “Written Registration,” “Written Request,” and “Written Requisition”** shall mean a written certificate, direction, notice, order or requisition signed by an Authorized Borrower Representative, an Authorized City Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer or such other Person as required under the Funding Loan Documents.

**“Yield”** shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

**Section 1.2. Effect of Headings and Table of Contents.** The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

**Section 1.3. Date of Funding Loan Agreement.** The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

**Section 1.4. Designation of Time for Performance.** Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

**Section 1.5. Interpretation.** The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.



**ARTICLE II**  
**TERMS; GOVERNMENTAL LENDER NOTE**

**Section 2.1. Terms.**

(a) Principal Amount. The total aggregate principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

(b) Draw-Down Funding. The Funding Loan is originated on a draw-down basis. The proceeds of the Funding Loan shall be advanced by the Funding Lender directly to the Borrower for the account of the Governmental Lender as and when needed to make each advance in accordance with the disbursement provisions of the Borrower Loan Agreement and the Construction Funding Agreement. Upon each advance of principal under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement, including the initial advance of \$[100,000]. Borrower Loan advances and Funding Loan advances shall be allocated to the Borrower Note, Series 2019A and the related Governmental Lender Note, Series 2019A and to the Borrower Note, Series 2019B and the related Governmental Lender Note, Series 2019B as specified by the Borrower and approved by the Funding Lender. Notwithstanding anything in this Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after [December 31, 2022]; provided, however, that upon the delivery of a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender such date may be changed to a later date as specified in such Tax Counsel No Adverse Effect Opinion. The Governmental Lender has reviewed and approved the form of Contingency Draw-Down Agreement and consents to the terms thereof and agrees to take all actions reasonably required of the Governmental Lender in connection with the conversion of the Funding Loan to a fully drawn loan pursuant to the provisions of the Contingency Draw-Down Agreement in the event a Draw-Down Notice is filed by the Funding Lender or the Borrower.

(c) Origination Date; Maturity. The Funding Loan shall be originated and the Governmental Lender Notes shall be issued on the Closing Date and shall mature on the applicable Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) Principal. The outstanding principal amount of each Governmental Lender Note and of the Funding Loan as of any given date shall be the total amount advanced by the Funding Lender to or for the account of the Governmental Lender to fund corresponding advances with respect to the related Borrower Note under the Borrower Loan Agreement and the Construction Funding Agreement as proceeds of the Borrower Loan, less any payments of principal of the Governmental Lender Note previously received upon payment of corresponding principal amounts under the related Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of each Governmental Lender Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Funding Lender shall keep a record of all principal advances and principal repayments made under each Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Funding Loan.

(e) Interest. Interest shall be paid on the outstanding principal amount of each Governmental Lender Note at the rate or rates set forth in the related Borrower Note and otherwise as set forth in the Borrower Loan Agreement.



(f) Corresponding Payments. The payment or prepayment of principal, interest and premium, if any, due on each Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the related Borrower Note. The Governmental Lender Note, Series 2019A shall be payable from payments on the Borrower Note, Series 2019A and the Governmental Lender Note, Series 2019B shall be payable from payments on the Borrower Note, Series 2019B. Any payment or prepayment made by the Borrower of principal, interest, premium, if any, due on a Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the related Governmental Lender Note.

(g) Usury. The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Governmental Lender Notes and all agreements made in the Governmental Lender Notes, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Notes, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Notes, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

**Section 2.2. Form of Governmental Lender Notes.** As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Notes. The Governmental Lender Notes shall be substantially in the respective form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement and the Ordinance.

**Section 2.3. Execution and Delivery of Governmental Lender Notes.** The Governmental Lender Notes shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of its Chief Financial Officer, and its corporate seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk. In case any officer of the Governmental Lender whose signature or facsimile signature shall appear on the Governmental Lender Notes shall cease to be such officer before the Governmental Lender Notes so signed and sealed shall have been actually delivered, such Governmental Lender Notes may, nevertheless, be delivered as herein provided, and may be executed and delivered as if the persons who signed or sealed such Governmental Lender Notes had not ceased to hold



such offices or be so employed. Any Governmental Lender Note may be signed and sealed on behalf of the Governmental Lender by such persons as, at the actual time of the execution of such Governmental Lender Note, shall be duly authorized or hold the proper office in or employment by the Governmental Lender, although at the date of the Governmental Lender Note such persons may not have been so authorized nor have held such office or employment.

**Section 2.4. Required Transferee Representations; Participations; Sale and Assignment.**

(a) The Funding Lender shall deliver to the Governmental Lender the Required Transferee Representations in substantially the form attached hereto as Exhibit B on the Closing Date.

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Notes and the Funding Loan or (ii) participation interests, in whole or in part, to the extent permitted by Section 2.4(c) below, in the Governmental Lender Notes and the Funding Loan, provided that (A) such sale shall be only to Approved Institutional Buyers that execute and deliver to the Funding Lender, with a copy to the Governmental Lender, the Required Transferee Representations and (B) if any amendment is to be made to this Funding Loan Agreement or any other Funding Loan Document in conjunction with such transfer, a Tax Counsel No Adverse Effect Opinion.

(c) Notwithstanding the other provisions of this Section 2.4, no participation in the Governmental Lender Notes and Funding Loan shall be sold in an amount that is less than the Minimum Participation Percentage.

(d) The Governmental Lender Notes or any interest therein, shall be in fully-registered form transferable to subsequent holders only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by the Governmental Lender. The Governmental Lender Notes shall not be transferred through the services of the Depository Trust Company or any other third party registrar.

(e) No service charge shall be made for any sale or assignment of the Governmental Lender Notes or a participation therein, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other charge that may be imposed in connection with any such sale or assignment and payment of any fees and expenses incurred by the Governmental Lender in connection therewith. Such sums shall be paid in every instance by the purchaser or assignee of the Governmental Lender Notes or a participation therein.

**ARTICLE III  
PREPAYMENT**

**Section 3.1. Prepayment of a Governmental Lender Note from Prepayment under the Related Borrower Note.** Each Governmental Lender Note is subject to voluntary and mandatory prepayment as follows:

(a) Each Governmental Lender Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds received by the Governmental Lender to the extent and in the manner and on any date that the related Borrower Note is subject to voluntary prepayment as set forth therein, in the Borrower Loan Agreement or in the Construction Funding Agreement, at a prepayment price equal to the principal balance of the related Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under such Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.



The Borrower shall not have the right to voluntarily prepay all or any portion of any Borrower Note, thereby causing the related Governmental Lender Note to be prepaid, except as specifically permitted in the Borrower Note, without the prior Written Consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

(b) Each Governmental Lender Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the related Borrower Note pursuant to the Borrower Loan Agreement or the Construction Funding Agreement at the direction of the Funding Lender in accordance with the terms of such related Borrower Note at a prepayment price equal to the outstanding principal balance of the related Borrower Note prepaid, plus accrued interest plus any other amounts payable under the related Borrower Note or the Borrower Loan Agreement.

**Section 3.2. Notice of Prepayment.** Notice of prepayment of a Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the related Borrower Note is timely and properly given to Funding Lender in accordance with the terms of the related Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

#### **ARTICLE IV SECURITY**

**Section 4.1. Security for the Funding Loan.** To secure the payment of the Funding Loan and each Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and each Governmental Lender Note are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "Security"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the related Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement and any amounts held at any time in the Remaining Funding Loan Proceeds Account and the Remaining Funding Loan Proceeds Account Earnings Subaccount, any Negative Arbitrage Deposit and any other amounts held under the Contingency Draw-Down Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and



(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Funding Lender is hereby authorized to receive any and all such property as and for additional security for the Funding Loan and each Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on each Governmental Lender Note, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Notes by the Governmental Lender. The Security so pledged and then or thereafter received by the Funding Lender shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

**Section 4.2. Delivery of Security.** To provide security for the payment of the Funding Loan and each Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Notes its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Governmental Lender shall deliver to the Funding Lender the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

(a) Each Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;

(b) The originally executed Borrower Loan Agreement and Regulatory Agreement;

(c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Notes and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;

(d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and

(e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

The Governmental Lender shall deliver and deposit with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security including, at the request of the Funding Lender, any amounts held under the Contingency Draw-Down Agreement, at the expense of the Borrower.



## ARTICLE V LIMITED LIABILITY

**Section 5.1. Source of Payment of Governmental Lender Notes and Other Obligations; Disclaimer of General Liability.** The Governmental Lender Notes, together with premium, if any, and interest thereon, are special, limited obligations of the Governmental Lender, payable solely from the security pledged hereunder. The Governmental Lender Notes are not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Governmental Lender Notes, and the Governmental Lender Notes are payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of the Governmental Lender Notes or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Notes or the interest or premium, if any, thereon.

**Section 5.2. Exempt from Individual Liability.** No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Governmental Lender Notes or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing the Governmental Lender Notes in his or her personal capacity. No covenant, stipulation, promise, agreement or obligation contained in the Governmental Lender Notes, this Funding Loan Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing the Governmental Lender Notes shall be liable personally on the Governmental Lender Notes or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of the Governmental Lender Notes or the execution of this Funding Loan Agreement.

## ARTICLE VI CLOSING CONDITIONS; APPLICATION OF FUNDS

**Section 6.1. Conditions Precedent to Closing.** Closing of the Funding Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Funding Lender in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

- (a) Receipt by the Funding Lender of the original Governmental Lender Notes;
- (b) Receipt by the Funding Lender of the original executed Borrower Notes, endorsed to the Funding Lender by the Governmental Lender;
- (c) Receipt by the Funding Lender of executed counterparts of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Security Instrument, and any UCC financing statement required by the Security Instrument;
- (d) A certified copy of the Ordinance;



- (e) Executed Required Transferee Representations from the Funding Lender;
- (f) Delivery into escrow of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 2.3(c)(ii) of the Borrower Loan Agreement;
- (g) Receipt by the Funding Lender of a Tax Counsel Approving Opinion;
- (h) Receipt by the Funding Lender of an Opinion of Counsel from Tax Counsel to the effect that the Governmental Lender Notes are exempt from registration under the Securities Act, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;
- (i) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender and the Funding Lender to the effect that the Borrower Loan Documents and the Regulatory Agreement are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender and the Funding Lender; and
- (j) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Tax Counsel may reasonably require.

## ARTICLE VII FUNDS AND ACCOUNTS

**Section 7.1. Authorization to Create Funds and Accounts.** No funds or accounts shall be established in connection with the Funding Loan at the time of closing and origination of the Funding Loan. The Funding Lender and the Servicer, if any, are authorized to establish and create from time to time such other funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

**Section 7.2. Investment of Funds.** Amounts held in any funds or accounts created under this Funding Loan Agreement shall be invested in Permitted Investments at the direction of the Borrower, subject in all cases to the restrictions of Section 8.7 hereof and of the Tax Compliance Agreement.

## ARTICLE VIII REPRESENTATIONS AND COVENANTS

**Section 8.1. General Representations.** The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Governmental Lender is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The Governmental Lender has power and lawful authority to adopt the Ordinance, to execute and deliver the Funding Loan Documents to which it is a party (the "Governmental Lender Documents"), to execute and deliver the Governmental Lender Notes and receive the proceeds of the Funding Loan, to apply the proceeds of the Funding Loan to make the Borrower Loan, to assign the revenues derived and to be derived by the



Governmental Lender from the Borrower Loan to the Funding Lender, and to perform and observe the provisions of the Governmental Lender Documents and the Governmental Lender Notes on its part to be performed and observed.

(b) The City Council of the Governmental Lender has approved the Ordinance and the Ordinance has not been amended, modified or rescinded and is in full force and effect as of the date hereof.

(c) The Governmental Lender has duly authorized the execution and delivery of each of the Funding Loan Agreement and the Governmental Lender Notes and the performance of the obligations of the Governmental Lender thereunder.

(d) The Governmental Lender makes no representation or warranty, express or implied, that the proceeds of the Funding Loan will be sufficient to finance the acquisition, construction and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

(e) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Notes and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the repayment of the Funding Loan.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR THE BORROWER LOAN OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

**Section 8.2. Further Assurances.** The Governmental Lender will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Funding Lender, to the extent permitted by the Ordinance, such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Funding Lender or holders of interest in the Funding Loan, and grant a security interest unto the Funding Lender or holders of interests in the Funding Loan in and to the Security and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Funding Loan Documents and the Funding Loan.

**Section 8.3. Payment of Funding Loan Obligations.** The Governmental Lender will pay or cause to be paid the principal of, prepayment premium, if any, and the interest on the Funding Loan as the same become due, but solely from the Security, as described in Section 5.1 of this Funding Loan Agreement.

**Section 8.4. Funding Loan Agreement Performance.** The Funding Lender, on behalf of the Governmental Lender and with the Written Consent of the Governmental Lender, may (but shall not be required or obligated) perform and observe any such agreement or covenant of the Governmental Lender under the Funding Loan Agreement, all to the end that the Governmental Lender's rights under the Funding Loan Agreement may be unimpaired and free from default.

**Section 8.5. Servicer.** The Funding Lender may appoint a Servicer to service and administer the Governmental Loan and the Borrower Loan on behalf of the Funding Lender, including without limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement; provided, however, that no appointment of a Servicer shall release the Funding Lender from ultimate responsibility for any obligation hereunder.



**Section 8.6. Tax Covenants.** The Governmental Lender covenants to and for the benefit of the Funding Lender and any other holders of an interest in the Governmental Lender Notes that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, it will:

(i) At all times do and perform all acts and things permitted by law and this Funding Loan Agreement which are necessary or desirable in order to assure, and will not knowingly take any action which will adversely affect, the tax-exempt status of the Governmental Lender Notes; and

(ii) Not use or knowingly permit the use of any proceeds of the Funding Loan or other funds of the Governmental Lender, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions, which would result in any of the Governmental Lender Notes being treated as an obligation not described in Section 142(a)(7) of the Code by reason of the Governmental Lender Notes or interest thereon not meeting the requirements of Section 142(d) of the Code;

In furtherance of the covenants in this Section 8.6, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Compliance Agreement, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full, and by its acceptance of this Funding Loan Agreement the Funding Lender acknowledges receipt of the Tax Compliance Agreement and acknowledges its incorporation in this Funding Loan Agreement by this reference. The Funding Lender agrees it will invest funds held under this Funding Loan Agreement in Permitted Investments in accordance with the direction of the Borrower and the terms of this Funding Loan Agreement and the Tax Compliance Agreement (this covenant shall extend throughout the term of the Funding Loan, to all funds and accounts created under or in connection with this Funding Loan Agreement and all moneys on deposit to the credit of any Fund or Account); provided that the Funding Lender shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows directions of the Borrower not inconsistent with the terms of this Funding Loan Agreement and the Tax Compliance Agreement or otherwise complies with the provisions of the Funding Loan Agreement relating to funds and accounts.

For purposes of this Section 8.6 the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender and/or the Funding Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

**Section 8.7. Performance by the Borrower.** Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender and with the Written Consent of the Governmental Lender, may perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under the Borrower Loan Agreement exists.

**Section 8.8. Repayment of Funding Loan.** Subject to the provisions of Article V hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, but solely from the Security set forth in Article IV hereof, the Funding Loan, as evidenced by the Governmental Lender Notes, as and when the same shall become due, all in accordance with the terms of the Governmental Lender Notes and this Funding Loan Agreement.



**Section 8.9. Borrower Loan Agreement Performance.**

(a) The Servicer and the Funding Lender, on behalf of the Governmental Lender, may (but shall not be required or obligated to) perform and observe any such agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify the Borrower, the Servicer and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default, provided that the Governmental Lender has received written notice or otherwise has actual knowledge of such event; and further provided that the Governmental Lender shall have no liability to any person for its failure to provide any such notice so long as it has made a good faith effort to comply with such provisions.

(c) The Funding Lender will promptly notify the Borrower, the Servicer, if any, and the Governmental Lender in writing of the occurrence of any Event of Default hereunder or any Borrower Loan Agreement Default known to the Funding Lender.

**Section 8.10. Maintenance of Records; Inspection of Records.**

(a) The Funding Lender shall keep and maintain adequate records pertaining to the funds and accounts, if any, established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan and interests therein. The Funding Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and prepayment premium, if any, paid on the Funding Loan, subject to the inspection of the Borrower, the Governmental Lender, the Servicer and their representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower or the Funding Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and to make copies thereof.

**Section 8.11. Representations and Warranties of the Funding Lender.** The Funding Lender hereby represents to the Governmental Lender and the Borrower that it is duly authorized to enter into and perform this Funding Loan Agreement, and has full authority to take such action as it may deem advisable with respect to all matters pertaining to this Funding Loan Agreement.

**ARTICLE IX  
DEFAULT; REMEDIES**

**Section 9.1. Events of Default.** Any one or more of the following shall constitute an event of default (an "Event of Default") under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) A default in the payment of any interest upon the Governmental Lender Notes when such interest becomes due and payable; or



(b) A default in the payment of principal of, or premium on, the Governmental Lender Notes when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

(c) Subject to Section 8.7 hereof, default in the performance or breach of any material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 11.1 hereof, to the Governmental Lender and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender, Borrower, Equity Investor or Special Limited Partner has commenced to cure such failure to observe or perform within the thirty (30) day cure period and the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender, Borrower, Equity Investor or Special Limited Partner is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

#### **Section 9.2. Acceleration of Maturity; Rescission and Annulment.**

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Notes and the interest accrued to be immediately due and payable, by notice to the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Notes shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender, rescind and annul such declaration and its consequences if:

There has been deposited with the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Governmental Lender Notes, (2) the principal of and Prepayment Premium on the Governmental Lender Notes that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Governmental Lender Notes, (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Governmental Lender Notes, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

All Events of Default, other than the non payment of the principal of the Government Lender Notes which have become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.



No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default or a default under any other Funding Loan Document.

**Section 9.3. Additional Remedies; Funding Lender Enforcement.**

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;

(ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or

(iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Notes, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.



Whether or not an Event of Default has occurred, and except as provided in Section 9.15, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Notes or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax-exempt status of the interest on the Governmental Lender Notes, and provided that the Governmental Lender may enforce specific performance with respect to the Unassigned Rights.

If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder.

If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.5, 5.14 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

**Section 9.4. Application of Money Collected.** Any money collected by the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all fees due the Governmental Lender, the Servicer or the Rebate Analyst under the Borrower Loan Documents;

(b) Second: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan;

(c) Third: To the payment of the whole amount of the Funding Loan, as evidenced by the Governmental Lender Notes, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Governmental Lender Notes) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Governmental Lender Notes; provided, however, that partial interests in any portion of the Governmental Lender Notes shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and

(d) Fourth: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(e) If and to the extent this Section 9.4 conflicts with the provisions of the Servicing Agreement, the provisions of the Servicing Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement shall have the meanings given such terms in the Servicing Agreement.

**Section 9.5. Remedies Vested in Funding Lender.** All rights of action and claims under this Funding Loan Agreement or the Governmental Lender Notes may be prosecuted and enforced by the



Funding Lender without the possession of the Governmental Lender Notes or the production thereof in any proceeding relating thereto.

**Section 9.6. Restoration of Positions.** If Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

**Section 9.7. Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 9.8. Delay or Omission Not Waiver.** No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to or shall affect any subsequent default or Event of Default hereunder or shall impair any rights or remedies consequent thereon.

**Section 9.9. Waiver of Past Defaults.** Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by Written Notice to the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant to or under the Unassigned Rights. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

**Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Notes.** As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Notes, whether or not the Governmental Lender Notes have been accelerated or declared due and payable by reason of an Event of Default.

**Section 9.11. Waiver of Appraisal and Other Laws.**

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.



(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

**Section 9.12. Suits to Protect the Security.** The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any Governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Funding Lender.

**Section 9.13. Remedies Subject to Applicable Law.** All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

**Section 9.14. Assumption of Obligations.** In the event that the Funding Lender or its permitted assignee or designee in accordance with Section 2.4 hereof shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents, subject to the last paragraph of Section 9.2.

**Section 9.15. Remedies upon Unremedied Material Funding Lender Event.** Upon the occurrence of a Material Funding Lender Event which shall continue unremedied for a period of 60 days (a "Funding Lender Event of Default"), the Governmental Lender may direct that the Governmental Lender Note be transferred to and obligations and liabilities thereunder be assumed by another lender approved to act as Funding Lender by the Governmental Lender pursuant to Section 2.4(b) hereof and acceptable to the Borrower; provided, however, that no such transfer shall become effective until (a) the Funding Lender has been fully reimbursed for all advances made and all expenses incurred and all other amounts owed to Funding Lender with respect to the Governmental Lender Note through the date of transfer, (b) the Funding Lender shall be fully released in writing by the Governmental Lender, the Borrower and the successor Funding Lender from any and all continuing obligations and liabilities with respect to the Funding Loan, (c) such other lender shall have executed and delivered to the Funding Lender the Required Transferee Representations, and (d) Funding Lender shall be indemnified by the Borrower for any losses incurred by Funding Lender with respect to the Funding Loan (except losses arising from Funding Lender's gross negligence or willful misconduct). Notwithstanding anything herein to the contrary contained, Funding Lender shall not be liable to the Governmental Lender or the Borrower for any loss of tax-exemption, tax or other charge that may be imposed in connection with any such sale or assignment or for any fees and expenses incurred by the Governmental Lender or Borrower in



connection therewith; nor shall the Funding Lender be liable to the Governmental Lender or Borrower for any special, indirect, consequential, exemplary or punitive damages, all such liability being expressly waived, to the fullest extent permitted by law.

**ARTICLE X**  
**AMENDMENT; AMENDMENT OF BORROWER LOAN AGREEMENT**  
**AND OTHER DOCUMENTS**

**Section 10.1. Amendment of Funding Loan Agreement.** Any of the terms of this Funding Loan Agreement and the Governmental Lender Notes may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower shall be made without the consent of the Borrower, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

**Section 10.2. Amendments Requiring Funding Lender Consent.** The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender; provided, however, that such prior Written Consent shall not be required with respect to any such amendment, change or modification undertaken by the Governmental Lender in order to preserve one or more of its Unassigned Rights. Governmental Lender agrees to provide the Funding Lender with prompt notification of any such amendments, modifications or changes not requiring the prior Written Consent of the Funding Lender.

**Section 10.3. Consents and Opinions.** No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender and the Governmental Lender shall have received, at the expense of the Borrower, a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations. No modification or amendment of the terms of the Borrower Loan Agreement or the Borrower Notes may be undertaken without the prior Written Consent of the Governmental Lender and the Funding Lender and the provision to the Funding Lender and the Governmental Lender, at the expense of the Borrower, of a Tax Counsel No Adverse Affect Opinion with regard to such proposed modification.

Any consents required pursuant to this Article X from, or on behalf of, the Governmental Lender may be executed by an Authorized City Representative.



**ARTICLE XI  
MISCELLANEOUS**

**Section 11.1. Notices.**

(a) All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows.

If to the Governmental Lender:

City of Chicago  
Department of Housing and Economic Development  
121 North LaSalle Street, 10<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: Commissioner, Department of Housing and  
Economic Development  
Telephone: (312) 744-4190  
Facsimile: [(312) 742-2271]

and with a copy to:

City of Chicago  
Office of Corporation Counsel  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division  
Telephone: (312) 744-0200  
Facsimile: (312) 744-8538

and with a copy to:

City of Chicago  
Office of the City Comptroller's Office  
121 North LaSalle Street, Suite 700  
Chicago, Illinois 60602  
Attention: City Comptroller  
Telephone: (312) 744-7106  
Facsimile: (312) 742-6544



If to the Borrower:

Parkside Four Phase II, LP  
c/o Holsten Real Estate Development Corporation  
1020 West Montrose Avenue  
Chicago, Illinois 60613  
Attn: Peter M. Holsten

and

Parkside Four Phase II, LP  
c/o Cabrini Green LAC Community Development  
Corporation  
460 West Division Street  
Chicago, Illinois 60610  
Attn: President

Copies to:

Applegate & Thorne-Thomsen, P.C.  
425 South Financial Place, Suite 1900  
Chicago, Illinois 60605  
Attn: Nicole A. Jackson

Edwin F. Mandel Legal Aid Clinic  
University of Chicago Law School  
6020 South University Avenue  
Chicago, Illinois 60637  
Attention: Jeff Leslie, Esq.

If to the Funding Lender:

CIBC Bank USA  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Cheryl Wilson, Managing Director

and

Charity & Associates, P.C.  
20 North Clark Street, Suite 1150  
Chicago, Illinois 60602  
Attention: Elvin E. Charity

If to the Equity Investor:

Stratford Parkside Chicago Investors Limited  
Partnership  
c/o Stratford Capital Group LLC  
100 Corporate Place, Suite 404  
Peabody, MA 01960  
Attention: Asset Management – Parkside Four Phase II



And to: Holland & Knight LLP  
10 St. James Ave., 11<sup>th</sup> Floor  
Boston, MA 02116  
Attention: Jonathan I. Sirois, Esq.

If to the Special Limited Partner: Stratford SLP, Inc.  
c/o Stratford Capital Group LLC  
100 Corporate Place, Suite 404  
Peabody, MA 01960  
Attention: Asset Management – Parkside Four Phase II

And to: Holland & Knight LLP  
10 St. James Ave., 11<sup>th</sup> Floor  
Boston, MA 02116  
Attention: Jonathan I. Sirois, Esq.

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex, telegraph or other telecommunication device, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day; and provided further that notice to the Governmental Lender shall not be deemed to have been given until actually received by the Governmental Lender. Any facsimile signature by a Person on a document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

**Section 11.2. Term of Funding Loan Agreement.** This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for (such payment or provision to be solely from the Security set forth in Article IV hereof as further provided in Section 8.8 hereof); except that on and after payment in full of the Governmental Lender Notes, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.



**Section 11.3. Successors and Assigns.** All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

**Section 11.4. Legal Holidays.** In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period after such date and prior to the date of payment.

**Section 11.5. Governing Law.** This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State.

**Section 11.6. Severability.** If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Notes or in this Funding Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by law.

**Section 11.7. Execution in Several Counterparts.** This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

**Section 11.8. Reserved.**

**Section 11.9. Reserved.**

**Section 11.10. Electronic Transactions.** The transactions described in this Funding Loan Agreement may be conducted, and related documents and may be stored, by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 11.11. Reference Date.** This Funding Loan Agreement is dated for reference purposes only as of the first day of October, 2019.



**IN WITNESS WHEREOF**, the Funding Lender and the Governmental Lender have caused this Funding Loan Agreement to be duly executed as of the date first written above.

**CIBC BANK USA, an Illinois state chartered  
bank**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CHICAGO**

By: \_\_\_\_\_

Name: Jennie Huang Bennett

Title: Chief Financial Officer

[SEAL]

Attest:

By: \_\_\_\_\_

Name: Anna M. Valencia

Title: City Clerk

(Sub)Exhibits "A" and "B" referred to in this Funding Loan Agreement with CIBC Bank USA read as follows:



(Sub)Exhibit "A".  
(To Funding Loan Agreement With CIBC Bank USA)

*Form Of Governmental Lender Notes.*

This Note May Be Owned Only By A Permitted Transferee In Accordance With The Terms Of The Funding Loan Agreement, And The Holder Hereof, By The Acceptance Of This Funding Loan Agreement (A) Represents That It Is A Permitted Transferee And (B) Acknowledges That It Can Only Transfer This Governmental Lender Note To Another Permitted Transferee In Accordance With The Terms Of The Funding Loan Agreement.

City of Chicago

\$ \_\_\_\_\_

Multi-Family Housing Revenue Note,  
Series 2019[A][B]

Parkside Four Phase II

Dated \_\_\_\_\_, 2019

not to exceed \$[Funding Loan Amount]

For Value Received, the undersigned City of Chicago ("Obligor") promises to pay to the order of CIBC Bank USA ("Holder") the maximum principal sum of \_\_\_\_\_ Thousand and no/100 Dollars \$\_\_\_\_\_, on October \_\_\_\_, 2022, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of October 1, 2019 (the "Funding Loan Agreement"), between Obligor and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on the Funding Loan then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Funding Loan in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of the Funding Loan so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.



Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Funding Loan then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

The Funding Loan and this Governmental Lender Note are pass-through obligations relating to a construction loan (the "Borrower Loan") made by Obligor from proceeds of the Funding Loan to Parkside Four Phase II L.P., an Illinois limited partnership, as borrower (the "Borrower"), under that certain Borrower Loan Agreement, dated as of October 1, 2019 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed-through under the Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. This Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on this Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of this Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such



excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.



In Witness Whereof, The undersigned has duly executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

Obligor:

City of Chicago

By: \_\_\_\_\_

Name: Jennie Huang Bennett

Title: Chief Financial Officer

[Seal]

Attest:

By: \_\_\_\_\_

Name: Anna M. Valencia

Title: City Clerk

*(Sub)Exhibit "B".*

*(To Funding Loan Agreement With CIBC Bank USA)*

*Form Of Required Transferee Representations.*

[\_\_\_\_\_, 20\_\_]

The undersigned, as holder (the "Holder" or the "Funding Lender") of the not to exceed \$[16,579,519] Multi-Family Housing Revenue Note, Series 2019A (Parkside Four Phase II), dated as of the Closing Date and the not to exceed \$[11,538,417] Multi-Family Housing Revenue Note, Series 2019B (Parkside Four Phase II), dated as of the Closing Date (collectively, the "Governmental Lender Notes") issued pursuant to an Ordinance adopted



on September \_\_\_\_\_, 2019 (the "Ordinance") by the City of Chicago (the "Governmental Lender") and under a Funding Loan Agreement dated as of October 1, 2019 (the "Funding Loan Agreement") between the Governmental Lender and Holder, as Funding Lender, hereby represents that:

1. The Funding Lender hereby acknowledges the execution and delivery of the Governmental Lender Notes in the original aggregate principal amount of up to \$30,000,000.

2. The Funding Lender has authority to make the Funding Loan and to execute and deliver these representations and any other instrument and documents required to be executed by the Funding Lender in connection with the execution and delivery of the Governmental Lender Notes.

3. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Governmental Lender Notes. We are able to bear the economic risks of such investment.

4. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable lender would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Governmental Lender Notes, the Funding Loan Agreement and the Funding Loan and the security therefor so that, as a reasonable lender, the Holder has been able to make its decision to extend the Funding Loan [or an interest therein] and purchase the Governmental Lender Notes [or an interest therein]. The Funding Lender understands that the Governmental Lender Notes and the Borrower Loan Agreement are not registered under the Securities Act of 1933, as amended, and that such registration is not legally required as of the date hereof; and further understands that the Governmental Lender Notes and the Borrower Loan Agreement (i) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) will not be listed in any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will be delivered in a form which is not readily marketable. The Holder acknowledges that it has not relied upon the Governmental Lender for any information in connection with the Holder's purchase of the Governmental Lender Notes [or an interest therein].

5. The Holder is an Approved Institutional Buyer (as defined in the Funding Loan Agreement).

6. The Holder acknowledges that it is purchasing [an interest in] the Governmental Lender Notes for investment for its own account and not with a present view toward resale or the distribution thereof, in that we do not now intend to resell or otherwise dispose of all or any part of our interests in the Governmental Lender Notes. Subject to paragraph 7 below, the Funding Lender acknowledges and agrees that the Governmental Lender Notes, or interests therein, can be sold and subsequently transferred only to purchasers



that execute and deliver to the Governmental Lender representations from the transferee to substantially the same effect as these required transferee representations or in such other form authorized under the Funding Loan Agreement with no revisions except as may be approved in writing by the Governmental Lender.

7. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Governmental Lender Notes will not disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have the right to approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

8. The Funding Lender understands that the Governmental Lender Notes are limited obligations of the Governmental Lender; payable solely from funds and moneys pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Governmental Lender Notes are expressly limited as set forth in the Funding Loan Agreement and related documents. The Funding Lender acknowledges that the Governmental Lender Notes are not an indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Governmental Lender Notes, and the Governmental Lender Notes are payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the Security and receipts of the Governmental Lender derived pursuant to the Funding Loan Agreement and the Borrower Loan Agreement. The Funding Lender acknowledges that no holder of the Governmental Lender Notes, or any interest therein, has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Notes or the interest or premium, if any, thereon.

9. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

CIBC Bank USA, as Holder

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



*Exhibit "C".*  
(To Ordinance)

*Borrower Loan Agreement With  
Parkside Four Phase II L.P.*

The interest of the City of Chicago (the "Governmental Lender") in this Borrower Loan Agreement (except for certain rights described herein) has been pledged and assigned to CIBC Bank USA, an Illinois state chartered bank, as funding lender (the "Funding Lender"), under that certain Funding Loan Agreement, of even date herewith, by and between the Governmental Lender and the Funding Lender, under which the Funding Lender is originating a loan to the Governmental Lender the proceeds of which are to be used to fund the Borrower Loan made under this Borrower Loan Agreement.

**THIS BORROWER LOAN AGREEMENT** (this "**Borrower Loan Agreement**") is entered into as of the first day of October, 2019, between the **CITY OF CHICAGO**, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its successors and assigns, the "**Governmental Lender**"), and **PARKSIDE FOUR PHASE II, LP**, an Illinois limited partnership (together with its successors and assigns, the "**Borrower**").

**WITNESSETH:**

**RECITALS**

**WHEREAS**, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

**WHEREAS**, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal or redemption price of and interest on such indebtedness of the Governmental Lender; and

**WHEREAS**, the Borrower has applied to the Governmental Lender for a loan (the "**Borrower Loan**") for the acquisition, lease, construction, rehabilitation, development, and equipping of a multifamily residential project located in the City of Chicago, Cook County, Illinois, known or to be known as Parkside Four Phase II and consisting of approximately 102 units, 66 of which will be affordable units (including 2 units which will be for Chicago Housing Authority tenants with incomes at or below 80% of area median income, under the Rental Assistance Demonstration Program) and approximately 36 of which will be unrestricted units (together with related common areas along with parking lot facilities, the "**Project**"); and



**WHEREAS**, the Borrower's repayment obligations under this Borrower Loan Agreement are evidenced by the Borrower Notes, as defined herein; and

**WHEREAS**, the Borrower has requested the Governmental Lender to enter into that certain Funding Loan Agreement, of even date herewith (the "**Funding Loan Agreement**"), between the Governmental Lender and CIBC Bank USA, an Illinois state chartered bank (the "**Funding Lender**"), under which the Funding Lender will make a loan (the "**Funding Loan**") to the Governmental Lender, the proceeds of which will be loaned under this Borrower Loan Agreement to the Borrower to finance the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project; and;

**WHEREAS**, the Borrower Loan is secured by, among other things, that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing (as amended, restated and/or supplemented from time to time, the "**Security Instrument**"), of even date herewith and assigned to the Funding Lender to secure the Funding Loan, encumbering the Project, and will be advanced to Borrower pursuant to this Borrower Loan Agreement and the Construction Funding Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

#### **ARTICLE I DEFINITIONS; PRINCIPLES OF CONSTRUCTION**

**Section 1.1. Specific Definitions.** For all purposes of this Borrower Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Security Instrument or, if not defined in the Security Instrument, in the Funding Loan Agreement.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

Unless otherwise specified, (i) all references to sections and schedules are to those in this Borrower Loan Agreement, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (iii) all definitions are equally applicable to the singular and plural forms of the terms defined and (iv) the word "including" means "including but not limited to."

**Section 1.2. Definitions.** The following terms, when used in this Borrower Loan Agreement (including when used in the above recitals), shall have the following meanings:

"**Act of Bankruptcy**" shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.



“**ADA**” shall have the meaning set forth in Section 4.1.38 hereof.

“**Additional Borrower Payments**” shall mean the payments payable pursuant to Section 2.5 (Additional Borrower Payments), Section 2.6 (Overdue Payments; Payments in Default), [Section 3.3.3] of the Construction Funding Agreement (Borrower Loan in Balance), [Section 7.1] of the Construction Funding Agreement (Mandatory Payments of Borrower Loan), Section 5.14 (Expenses) and Section 10 of the Borrower Notes (Voluntary and Involuntary Prepayments).

“**Affiliate**” or “**Affiliate of Borrower**” means, as to the Borrower or its General Partner, (i) any entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of Borrower or its General Partner, (ii) any corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by the Borrower or its General Partner, (iii) any partner, shareholder or, if a limited liability company, member of the Borrower or its General Partner, or (iv) any other person that is related by blood or marriage to the Borrower or its General Partner (to the extent any of the Borrower or its General Partner is a natural person).

“**Agreement of Environmental Indemnification**” shall mean the Agreement of Environmental Indemnification, of even date herewith, executed by the Borrower and Guarantor for the benefit of the Funding Lender and any lawful holder, owner or pledgee of the Borrower Notes from time to time.

“**Appraisal**” shall mean an appraisal of the Project and Improvements, which appraisal shall be (i) performed by a qualified appraiser licensed in the State selected by Funding Lender, and (ii) satisfactory to Funding Lender (including, without limitation, as adjusted pursuant to any internal review thereof by Funding Lender) in all respects.

“**Approved Developer Fee Payment Schedule**” has the meaning assigned to such term in the Construction Funding Agreement.

“**Architect**” shall mean any licensed architect, space planner or design professional that Borrower may engage from time to time, with the approval of Funding Lender, to design any portion of the Improvements, including the preparation of the Plans and Specifications.

“**Architect's Agreement**” means any agreement that Borrower and any Architect from time to time may execute pursuant to which Borrower engages such Architect to design any portion of the Improvements, including the preparation of the Plans and Specifications, as approved by Funding Lender.

“**Authorized Borrower Representative**” shall mean a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Governmental Lender, the Funding Lender and the Servicer and containing the specimen signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity which certificate may designate one or more alternates.

“**Bankruptcy Code**” shall mean the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.

“**Bankruptcy Event**” shall have the meaning given to that term in the Construction Funding Agreement.

“**Bankruptcy Proceeding**” shall have the meaning set forth in Section 4.1.8 hereof.



**"Beneficiary Parties"** shall mean, collectively, the Funding Lender and the Governmental Lender.

**"Borrower"** shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

**"Borrower Controlling Entity"** shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower, or if the Borrower is a not for profit corporation, the shareholders thereof.

**"Borrower Deferred Equity"** shall mean the Equity Contributions to be made by the Equity Investor to Borrower pursuant to the Partnership Agreement other than Borrower Initial Equity, in accordance with the following schedule:

Amount:

Date:

**"Borrower Initial Equity"** shall mean an initial installment of the Equity Contributions made to Borrower by the Equity Investor in an amount of at least \$[5,529,622] to be made on or prior to the Closing Date.

**"Borrower Loan"** shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Notes.

**"Borrower Loan Agreement"** shall mean this Borrower Loan Agreement.

**"Borrower Loan Amount"** shall mean not to exceed \$30,000,000, the original maximum aggregate principal amount of the Borrower Notes.

**"Borrower Loan Documents"** shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Notes, the Guaranty, the Security Instrument, the Collateral Assignments, the Agreement of Environmental Indemnification, the Contingency Draw-Down Agreement and all other documents or agreements evidencing or relating to the Borrower Loan.

**"Borrower Loan Payment Date"** shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Notes, or (ii) any other date on which one or both of the Borrower Notes are prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

**"Borrower Loan Payments"** shall mean the monthly loan payments payable pursuant to the Borrower Notes.

**"Borrower Loan Proceeds"** shall mean proceeds of the Borrower Loan, to be disbursed in accordance with Section 2.10 of this Borrower Loan Agreement and the Construction Funding Agreement.



**"Borrower Notes"** shall mean collectively, the Borrower Note, Series 2019A and the Borrower Note, Series 2019B and the "Borrower Note" shall mean the applicable one of such Borrower Notes.

**"Borrower Note, Series 2019A"** shall mean that certain Multifamily Mortgage Revenue Construction Note, Series 2019A, dated as of the Closing Date in the original maximum principal amount of not to exceed \$[16,579,519] made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

**"Borrower Note, Series 2019B"** shall mean that certain Multifamily Mortgage Revenue Construction Note, Series 2019B, dated as of the Closing Date in the original maximum principal amount of not to exceed \$[11,538,417] made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

**"Borrower Payment Obligations"** shall mean all payment obligations of the Borrower under the Borrower Loan Documents, including, but not limited to, the Borrower Loan Payments and the Additional Borrower Payments.

**"Business Day"** shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which federally insured depository institutions in New York, New York, Chicago, Illinois or the cities in which the offices of the Funding Lender are located are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**"Calendar Month"** shall mean each of the twelve (12) calendar months of the year.

**"CC&R's"** shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project or the Mortgaged Property, including, without limitation, the Redevelopment Agreement, the Regulatory Agreement (as defined in the Funding Loan Agreement) and the RAD Use Agreement (as defined in the Construction Funding Agreement).

**"City"** shall mean the City of Chicago, Illinois.

**"Closing Date"** shall mean October \_\_, 2019, the date that the initial Borrower Loan Proceeds are disbursed hereunder.

**"Code"** shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**"Collateral"** shall mean all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Funding Lender is granted a security interest pursuant to any provision of this Borrower Loan Agreement), (ii) the Security Instrument, or (iii) any other Security Document, which Collateral shall include the Project, all of which collateral is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

**"Collateral Assignments"** means all pledges and assignments made by the Borrower and/or General Partner of ownership interests therein or in the Property or any contracts, agreements, leases, subleases, licenses, permits, plans and specifications, accounts and other property, real or personal, related to the Property and/or the construction and operation of the Improvements, including, without limitation the Cash Collateral Agreement (as defined in the Construction Funding Agreement).



**“Completion”** shall have the meaning set forth in Section 5.25.

**“Completion Date”** shall mean \_\_\_\_\_, 2022.

**“Computation Date”** shall have the meaning ascribed thereto in Section 1.148-3(e) of the Regulations.

**“Condemnation”** shall mean any action or proceeding or notice relating to any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Project, whether direct or indirect.

**“Construction Consultant”** shall mean a third-party architect or engineer selected and retained by Funding Lender, at the cost and expense of Borrower, to monitor the progress of construction and/or rehabilitation of the Project and to inspect the Improvements to confirm compliance with this Borrower Loan Agreement.

**“Construction Contract”** shall mean any agreement that Borrower and any Contractor from time to time may execute pursuant to which Borrower engages the Contractor to construct any portion of the Improvements, as approved by Funding Lender.

**“Construction Escrow Agreement”** shall mean that certain Construction Escrow and Disbursement Agreement, dated as of October 1, 2019, among the Title Company named therein, in its capacity as escrow agent, Governmental Lender, Funding Lender, certain subordinate lenders named therein, and Borrower, as such agreement may be amended, modified, supplemented and replaced from time to time.

**“Construction Funding Agreement”** means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

**“Construction Schedule”** shall mean a schedule of construction or rehabilitation progress with the anticipated commencement and completion dates of each phase of construction or rehabilitation, as the case may be, and the anticipated date and amounts of each Disbursement for the same, as approved by Funding Lender, as assignee of the Governmental Lender.

**“Contingency Draw-Down Agreement”** means the Contingency Draw-Down Agreement of even date herewith, between the Funding Lender and the Borrower relating to possible conversion of the Funding Loan from a draw down loan to a fully funded loan.

**“Continuing Disclosure Agreement”** shall mean that certain Continuing Disclosure Agreement of even date herewith, between the Borrower and the Funding Lender, pursuant to which the Borrower agrees to provide certain information with respect to the Project, the Borrower and the Funding Loan subsequent to the Closing Date, as amended, supplemented or restated from time to time.

**“Contractor”** shall mean any licensed general contractor or subcontractor that Borrower may directly engage from time to time, with the approval of Funding Lender, to construct and/or rehabilitate any portion of the Improvements.



**“Contractual Obligation”** shall mean, for any Person, any debt or equity security issued by that Person, and any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (written or oral) to which such Person is a party or by which it is bound, or to which it or any of its assets is subject.

**“Cost Breakdown”** shall mean the schedule of costs for the Improvements, as set forth in the Construction Funding Agreement and as the same may be amended from time to time with Funding Lender's consent.

**“Costs of Funding”** shall mean the Governmental Lender's Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of this Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower's counsel, and Funding Lender's counsel); (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (iii) certifying and authenticating agent fees and expenses related to funding of the Funding Loan; (iv) printing costs (for any preliminary and final offering materials relating to the Funding Loan); (v) any recording fees; (vi) any additional fees charged by the Governmental Lender; and (vii) costs incurred in connection with the required public notices generally and costs of the public hearing.

**“Costs of Funding Deposit”** shall mean the amount required to be deposited by the Borrower with the Title Company (or a separate escrow company, if applicable) to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Closing Date.

**“Cost of Improvements”** shall mean the costs for the Improvements, as set forth on the Cost Breakdown.

**“County”** shall mean Cook County, Illinois.

**“Date of Disbursement”** shall mean the date of a Disbursement.

**“Day” or “Days”** shall mean calendar days unless expressly stated to be Business Days.

**“Debt”** shall mean, as to any Person, any of such Person's liabilities, including all indebtedness (whether recourse and nonrecourse, short term and long term, direct and contingent), all committed and unfunded liabilities, and all unfunded liabilities, that would appear upon a balance sheet of such Person prepared in accordance with GAAP.

**“Default Rate”** shall have the meaning given to that term in the Borrower Notes.

**“Determination of Taxability”** shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum concerning the Governmental Lender Notes issued by the National Office of the Internal Revenue Service in which Governmental Lender and Borrower were afforded the opportunity to participate, (iii) a determination by any court of competent jurisdiction, (iv) the enactment of legislation or (v) receipt by the Funding Lender, at the request of the Governmental Lender, the Borrower or the Funding Lender, of an opinion of Tax Counsel, in each case to the effect that the interest on the Governmental Lender Notes is includable in gross income for federal income tax purposes of any holder or any former holder of all or a portion of the Governmental Lender Notes, other than a holder who is a “substantial user” of the Project or a “related person” (as such terms are defined in Section 147(a) of the Code) to a “substantial user”;



provided, however, that no such Determination of Taxability under clause (i) or (iii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower), the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, (b) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be, or (c) one year from the date of initial determination.

**“Developer Fee”** shall mean the fees and/or compensation payable to Parkside Associates, LLC pursuant to the Development Services Agreement dated as of \_\_\_\_ 1, 2019, between Borrower and such developer, which fees and/or compensation shall not be paid except as otherwise permitted pursuant to Section 6.13(b).

**“Disbursement”** means a disbursement of Borrower Loan Proceeds and Other Borrower Moneys pursuant to this Borrower Loan Agreement and the Construction Funding Agreement.

**“Engineer”** shall mean any licensed civil, structural, mechanical, electrical, soils, environmental or other engineer that Borrower may engage from time to time, with the approval of Funding Lender, to perform any engineering services with respect to any portion of the Improvements.

**“Engineer's Contract”** shall mean any agreement that Borrower and any Engineer from time to time may execute pursuant to which Borrower engages such Engineer to perform any engineering services with respect to any portion of the Improvements, as approved by Funding Lender.

**“Equity Contributions”** shall mean the equity to be contributed by, or on behalf of, the Equity Investor to Borrower, in accordance with and subject to the terms of the Partnership Agreement.

**“Equity Investor”** shall mean Stratford Parkside Chicago Investors Limited Partnership, a Massachusetts limited partnership, and its successors and assigns.

**“ERISA”** shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

**“ERISA Affiliate”** shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

**“Event of Default”** shall mean any Event of Default set forth in Section 8.1 of this Borrower Loan Agreement. An Event of Default shall “exist” if a Potential Default shall have occurred and be continuing beyond any applicable cure period.

**“Excess Revenues”** means, for any period, the net cash flow of the Borrower available for distribution to shareholders, members or partners (as the case may be) for such period, after the payment of principal and interest on all indebtedness coming due during such period (whether in installments or at maturity, by acceleration or otherwise), the payment of all fees, costs and expenses on an occasional or recurring basis in connection with the Borrower Loan or the Funding Loan, the payment of all operating, overhead, ownership and other expenditures of the Borrower directly or indirectly in connection with the Project (whether any such expenditures are current, capital or extraordinary expenditures), and the setting aside of all reserves for taxes, insurance, water and sewer charges or other similar impositions, capital expenditures, repairs and replacements and all other amounts which the Borrower is required to set aside



pursuant to the Partnership Agreement, the Subordinate Loan Documents or any other agreement relating to the Property, but excluding depreciation and amortization of intangibles.

**“Exchange Act”** shall mean the Securities Exchange Act of 1934, as amended.

**“Expenses of the Project”** shall mean, for any period, the current expenses, paid or accrued, for the operation, maintenance and current repair of the Project, as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g. repairs which would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Borrower Loan Documents), a management fee (however characterized) not to exceed 6.0% of Gross Income, costs of billings and collections, costs of insurance, and costs of audits. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate financing in respect of the Project or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid.

**“Fair Market Value”** shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is an interest in any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of investment.

**“Fitch”** shall mean Fitch, Inc.

**“Funding Lender”** shall mean CIBC Bank USA, an Illinois state chartered bank, in its capacity as lender under the Funding Loan.

**“Funding Loan”** means the Funding Loan in the original maximum principal amount of \$30,000,000 made by Funding Lender to Governmental Lender under the Funding Loan Agreement, the proceeds of which are used by the Governmental Lender to make the Borrower Loan.

**“Funding Loan Agreement”** means the Funding Loan Agreement, of even date herewith, between the Governmental Lender and the Funding Lender, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

**“Funding Loan Documents”** shall have the meaning given to that term in the Funding Loan Agreement.



**"GAAP"** shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

**"General Partner"** shall mean Parkside Four II, LLC, an Illinois limited liability company, and/or any other Person that the partners of the Borrower, with the prior written approval of the Funding Lender (or as otherwise permitted with the Funding Lender's approval pursuant to the Borrower Loan Documents), selected to be a general partner of the Borrower.

**"Governmental Authority"** shall mean (i) any governmental municipality or political subdivision thereof, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or (iii) any court, administrative tribunal or public utility, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), now or hereafter in existence.

**"Governmental Lender"** shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

**"Governmental Lender Notes"** shall mean collectively, the Governmental Lender Note, Series 2019A and the Governmental Lender Note, Series 2019B and "Governmental Lender Note" means the applicable one of such.

**"Governmental Lender Note, Series 2019A"** shall mean that certain City of Chicago Multi-Family Housing Revenue Note, Series 2019A (Parkside Four Phase II), dated the Closing Date in the original maximum principal amount of \$[16,579,519], made by the Governmental Lender and payable to Funding Lender, as it may be amended, supplemented or replaced from time to time.

**"Governmental Lender Note, Series 2019B"** shall mean that certain City of Chicago Multi-Family Housing Revenue Note, Series 2019B (Parkside Four Phase II), dated the Closing Date in the original maximum principal amount of \$[11,538,417], made by the Governmental Lender and payable to Funding Lender, as it may be amended, supplemented or replaced from time to time.

**"Governmental Lender's Closing Fee"** shall mean an amount equal to \_\_\_\_% of the original principal amount of the Governmental Lender Notes. The Governmental Lender's Closing Fee is payable to the Governmental Lender on the Closing Date, pursuant to Section 2.3(c)(iii) hereof.

**"Gross Income"** shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership or operation of the Project, if any, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and proceeds received upon the foreclosure sale of the Project. Gross Income shall not include loan proceeds, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with applicable law.

**"Gross Proceeds"** shall mean, without duplication, the aggregate of:

(a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;



(b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;

(c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and

(d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

**“Ground Lease”** shall mean that certain Ground Lease dated as of \_\_\_\_ 1, 2019, between the Chicago Housing Authority, an Illinois municipal corporation (the "Chicago Housing Authority"), as landlord, and Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation, as tenant, and assigned to the Borrower, as tenant, as amended by the Assignment and Assumption and Amendment of Ground Lease, by and among Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation, the Borrower and the Chicago Housing Authority, dated as of \_\_\_\_ 1, 2019, with respect to the Project.

**“Guarantors”** shall mean Parkside Associates, LLC, Holsten Real Estate Development Corporation, Holsten Management Corporation, Cabrini Green LAC Community Development Corporation, and Peter M. Holsten or any other person or entity which may hereafter become a Guarantor of any of the Borrower’s obligations under the Borrower Loan.

**“Guaranty”** shall mean, collectively the Completion and Repayment Guaranty, of even date herewith, by the Guarantors for the benefit of the Funding Lender.

**“Improvements”** shall mean the multifamily residential project consisting of approximately 102 units, 66 of which will be affordable units (including 2 units which will be for Chicago Housing Authority tenants with incomes at or below 80% of area median income, under the Rental Assistance Demonstration Program) and approximately 36 of which will be unrestricted units together with related common areas along with parking lot facilities, to be constructed upon the Land and known or to be known as Parkside Four Phase II, and all other buildings, structures, fixtures, wiring, systems, equipment and other improvements and personal property to be constructed, rehabilitated and/or installed at or on the Land in accordance with the Cost Breakdown and the Plans and Specifications.

**“Indemnified Party”** shall have the meaning set forth in Section 5.15 hereof.

**“Installment Computation Date”** shall mean any Computation Date other than the first Computation Date or the final Computation Date.

**“Interest Rate”** shall mean with respect to a Borrower Note the rate of interest accruing on such Borrower Note.

**“Land”** means the real property described on **Exhibit A** to the Security Instrument.

**“Late Charge”** shall mean the amount due and payable as a late charge on overdue payments under the Borrower Notes, as provided in Section 7 of each Borrower Note and Section 2.5 hereof.

**“Legal Action”** shall mean an action, suit, investigation, inquiry, proceeding or arbitration at law or in equity or before or by any foreign or domestic court, arbitrator or other Governmental Authority.



**"Legal Requirements"** shall mean statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting all or part of the Project or any property (including the Project) or the construction, rehabilitation, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, the CC&R's and all other covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to the Borrower, at any time in force affecting all or part of the Project, including any that may (i) require repairs, modifications or alterations in or to all or part of the Project, or (ii) in any way limit the use and enjoyment thereof.

**"Liabilities"** shall have the meaning set forth in Section 5.15 hereof.

**"Licenses"** shall have the meaning set forth in Section 4.1.22 hereof.

**"Lien"** shall mean any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

**"Management Agreement"** shall mean the Management Agreement between the Borrower and the Manager, pursuant to which the Manager is to manage the Project, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

**"Manager"** shall mean the management company to be employed by the Borrower and approved by the Funding Lender in accordance with the terms of the Security Instrument, this Borrower Loan Agreement or any of the other Borrower Loan Documents.

**"Material Adverse Change"** means any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Borrower Loan Agreement or any other Borrower Loan Document; (b) is or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, General Partner, any Guarantor or the Mortgaged Property; (c) could reasonably be expected to impair materially the ability of the Borrower, General Partner or any Guarantor to duly and punctually pay or perform any of their respective obligations under any of the Borrower Loan Documents to which they are a party; or (d) impairs materially or could reasonably be expected to impair materially any rights of or benefits available to the Governmental Lender under this Borrower Loan Agreement or any other Borrower Loan Document, including, without limitation, the ability of Governmental Lender or, upon the assignment of the Borrower Loan to it, of the Funding Lender, to the extent permitted, to enforce its legal remedies pursuant to this Borrower Loan Agreement or any other Borrower Loan Document.

**"Moody's"** shall mean Moody's Investors Service, Inc., or its successor.

**"Mortgaged Property"** shall have the meaning given to that term in the Security Instrument.

**"Net Operating Income"** shall mean: (i) the Gross Income, less (ii) the Expenses of the Project.



**“Nonpurpose Investment”** shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan and which is not acquired to carry out the governmental purpose of the Funding Loan.

**“Ongoing Governmental Lender Fee”** shall mean the annual fee of the Governmental Lender in the amount of \$0. The Ongoing Governmental Lender Fee is payable annually in advance by the Borrower to the Governmental Lender, commencing on the Closing Date and, thereafter, on or before each anniversary of the Closing Date, so long as any portion of the Funding Loan is outstanding.

**“Other Borrower Moneys”** shall mean monies of Borrower other than Borrower Loan Proceeds and includes, but is not limited to, the Subordinate Debt, Net Operating Income, the Borrower’s Equity Contributions and any other funds contributed by or loaned to the Borrower for application to the Costs of the Improvements or other costs associated with the Project.

**“Other Charges”** shall mean all maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Project, now or hereafter levied or assessed or imposed against the Project or any part thereof.

**“Partnership Agreement”** shall mean that certain Amended and Restated Agreement of Limited Partnership of Parkside Four Phase II, LP, dated as of \_\_\_\_ 1, 2019, as the same may be amended, restated or modified in accordance with its terms.

**“Patriot Act”** shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

**“Patriot Act Offense”** shall have the meaning set forth in Section 4.1.48 hereof.

**“Payment Obligations”** shall mean all obligations of Borrower for the payment of money to the Governmental Lender or to any other person under the Borrower Notes, this Borrower Loan Agreement or under any other Borrower Loan Document.

**“Permanent Loan Commitment”** shall have the meaning assigned to such term in the Construction Funding Agreement.

**“Permitted Encumbrances”** shall have the meaning given to that term in the Security Instrument.

**“Permitted Lease”** shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, to a residential tenant in compliance with the Legal Requirements, providing for an initial term of not less than six (6) months nor more than two (2) years.

**“Person”** shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

**“Plan”** shall mean (i) an employee benefit or other plan established or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions and (ii) which is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.



**"Plans and Specifications"** shall mean the plans and specifications for the construction and/or rehabilitation, as the case may be, of the Project approved by Funding Lender.

**"Potential Default"** shall mean the occurrence of an event which, under this Borrower Loan Agreement or any other Borrower Loan Document, would, but for the giving of notice and/or passage of time, be an Event of Default.

**"Prepayment Premium"** shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of a Borrower Note (including any prepayment premium as set forth in such Borrower Note).

**"Project"** shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

**"Project Agreements and Licenses"** shall mean any and all Construction Contracts, Engineer's Contracts and Management Agreements, and all other rights, licenses, permits, franchises, authorizations, approvals and agreements relating to use, occupancy, operation or leasing of the Project or the Mortgaged Property.

**"Provided Information"** shall have the meaning set forth in Section 9.1.1 (a) hereof.

**"Qualified Project Costs"** shall mean costs paid with respect to the Project that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with Section 1.103-8(a)(1) of the Regulations, provided, however, that only such portion of the interest accrued during rehabilitation or construction of the Project (in the case of rehabilitation, with respect to vacated units only) shall be eligible to be a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all costs of the acquisition and construction or rehabilitation of the Project; and provided further that interest accruing after the date of completion of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed or rehabilitated by an Affiliate (whether as general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual Borrower out of pocket costs incurred by such Affiliate in constructing or rehabilitating the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by such Affiliate, and (C) any overhead expenses incurred by such Affiliate which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an "affiliated group" (within the meaning of Section 1504 of the Code) participating in the rehabilitation or construction of the Project or payments received by such affiliate due to early completion of the Project (or any portion thereof); (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to \_\_\_\_\_, 201\_, being the date on which the Governmental Lender first declared its "official intent" to reimburse costs paid with respect to the Project (within the meaning of Section 1.150-2 of the Regulations) or the date of issue of the Funding Loan, and (iv) if the costs of the acquisition and construction or rehabilitation of the Project were previously paid and are to be reimbursed with proceeds of the Funding Loan such costs were (A) "preliminary expenditures" (within the meaning of Section 1.150-2(f)(2) of the Regulations) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition and construction or rehabilitation of the Project that do not exceed twenty percent (20%) of the issue price of the Governmental Lender Notes (as defined in Section 1.148-1 of the Regulations), or (B) were capital expenditures with respect to the Project that are reimbursed no later than 18 months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three years after the expenditures is paid); provided, however, that (w) Costs of Funding



shall not be deemed to be Qualified Project Costs; (x) fees, charges or profits (including, without limitation, developer fees) payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) shall not be deemed to be Qualified Project Costs; (y) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk shall be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Funding Loan; and (z) letter of credit fees and municipal bond insurance premiums which do not represent a transfer of credit risk (including, without limitation, letter of credit fees payable to a "related person" to the Borrower) shall not constitute Qualified Project Costs.

**"Rebate Amount"** shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.

**"Rebate Analyst"** shall mean the rebate analyst selected by the Borrower prior to the Closing Date and acceptable to the Governmental Lender and the Funding Lender. The initial Rebate Analyst shall be [BLX Group LLC].

**"Rebate Analyst's Fee"** shall mean the annual fee of the Rebate Analyst in the amount of [\$3,000]. The Rebate Analyst's Fee is payable by the Borrower to the Rebate Analyst, commencing November 1, 2019, every fifth anniversary thereof, and the Maturity Date.

**"Rebate Fund"** shall mean the Rebate Fund created pursuant to Section 5.35 hereof.

**"Redevelopment Agreement"** shall mean that certain Redevelopment Agreement of even date herewith, between the Governmental Lender, Borrower, and Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation (the **"Sponsor"**).

**"Regulations"** shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

**"Related Documents"** shall mean, collectively, any agreement or other document (other than the Borrower Loan Documents) granting a security interest (including each agreement that is the subject of any Borrower Loan Document), the Partnership Agreement, and any other agreement, instrument or other document (not constituting a Borrower Loan Document) relating to or executed in connection with the transactions contemplated by this Borrower Loan Agreement.

**"Retainage"** shall mean, for each Construction Contract, the lesser of (a) ten percent (10%) of all amounts required to be paid to a Contractor under the Construction Contract and (b) the actual retainage required under such Construction Contract, which shall be released upon satisfaction of the conditions set forth in [Section 3.13] of the Construction Funding Agreement.

**"Secondary Market Disclosure Document"** shall have the meaning set forth in Section 9.1.2 hereof.

**"Secondary Market Transaction"** shall have the meaning set forth in Section 9.1.1 hereof.

**"Securities"** shall have the meaning set forth in Section 9.1.1 hereof.

**"Securities Act"** shall mean the Securities Act of 1933, as amended.



**"Security"** shall have the meaning set forth in Article IV of the Funding Loan Agreement.

**"Security Documents"** shall mean the Security Instrument, the Guaranty, the Collateral Assignments, this Borrower Loan Agreement, the Environmental Agreement, and such other security instruments that Funding Lender may reasonably request.

**"Security Instrument"** shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

**"Servicer"** shall mean the Servicer contracting with or appointed by the Funding Lender to service the Borrower Loan. The initial Servicer shall be CIBC Bank USA.

**"Servicing Agreement"** shall mean any servicing agreement or master servicing agreement, among the Servicer and the Funding Lender relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

**"Special Limited Partner"** shall mean Stratford SLP, Inc., a Delaware corporation, and its successors and assigns.

**"Standard & Poor's"** or **"S&P"** shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business division, or its successors.

**"State"** shall mean the State in which the Project is located.

**"Subordinate Debt"** shall mean the subordinate loans to Borrower (i) in the amount of \$11,538,417 being made by the Chicago Housing Authority, as a Subordinate Lender, as of the Closing Date pursuant to the Subordinate Loan Documents, (ii) in the amount of \$2,000,000 being made by the City of Chicago, through its [HOME][Community Development Block Grant Program], as a Subordinate Lender as of the Closing Date pursuant to the Subordinate Loan Documents, (iii) in the amount of \$4,781,804 being made by the Chicago Housing Authority, as a Subordinate Lender as of the Closing Date pursuant to the Subordinate Loan Documents, (iv) in the amount of \$9,500,000 being made by Cabrini Green LAC Community Development Corporation, as a Subordinate Lender as of the Closing Date pursuant to the Subordinate Loan Documents, and (v) in the amount of \$264,269 being made by Cabrini Green LAC Community Development Corporation, as a Subordinate Lender as of the Closing Date pursuant to the Subordinate Loan Documents.

**"Subordinate Lender"** shall mean the Chicago Housing Authority, the City of Chicago, through its [HOME program][Community Development Block Grant] and Cabrini Green LAC Community Development Corporation, each as applicable.

**"Subordinate Loan Documents"** shall mean, collectively, all instruments, agreements and other documents evidencing, securing or otherwise relating to the Subordinate Debt or executed and delivered by Borrower and/or Subordinate Lender in connection with the Subordinate Debt.

**"Substantial Completion Date"** means the date that is three (3) months prior to the Completion Date.

**"Substantially Complete"** or **"Substantially Completed"** means the Funding Lender has determined that construction or rehabilitation, as the case may be, of the Improvements is sufficiently complete in accordance with the Construction Contract and the Legal Requirements such that the



Improvements can be occupied by tenants as a multifamily residential rental project and the appropriate Governmental Authority has issued a temporary certificate of occupancy or equivalent.

**"Tax Counsel"** shall have the meaning set forth in the Funding Loan Agreement.

**"Taxes"** shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

**"Term"** shall mean the term of this Borrower Loan Agreement pursuant to Section 10.14.

**"Title Company"** means Greater Illinois Title Company.

**"Title Insurance Policy"** shall mean the mortgagee title insurance policy, in form acceptable to the Funding Lender, issued with respect to the Mortgaged Property and insuring the lien of the Security Instrument.

**"Transfer"** shall have the meaning given to that term in the Security Instrument.

**"UCC"** shall mean the Uniform Commercial Code as in effect in the State.

**"Unit"** shall mean a residential apartment unit within the Improvements.

**"Written Consent"** and **"Written Notice"** shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

## ARTICLE II GENERAL

**Section 2.1. Origination of Borrower Loan.** In order to provide funds for the purposes provided herein, the Governmental Lender agrees that it will, in accordance with the Ordinance, enter into the Funding Loan Agreement and accept the Funding Loan from the Funding Lender. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Borrower in accordance with the terms of the Construction Funding Agreement and this Borrower Loan Agreement.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loan, and for the other purposes set forth in this Borrower Loan Agreement and to do all other acts necessary or incidental to the performance and execution thereof. This appointment is coupled with an interest and is irrevocable except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take actions under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may designate Servicer to fulfill the rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to this Section 2.1; provided, however, that such designation shall not release or absolve Funding Lender from ultimate responsibility for fulfillment of such rights or responsibilities.

### **Section 2.2. Security for the Funding Loan.**

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned the Security to the Funding Lender under and pursuant to the Funding Loan Agreement.



All revenues and assets pledged and assigned thereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Notes, which shall be endorsed by the Governmental Lender and delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) Tax Covenants. Seek specific performance of, and enforce, the tax covenants of the Funding Loan Agreement, and the Funding Loan Documents, injunctive relief against acts which may be in violation of any of the tax covenants, and enforce the Borrower's obligation to pay amounts for credit to the Rebate Fund;

(ii) Reserved Rights. Take whatever action at law or in equity which appears necessary or desirable to enforce the other Unassigned Rights, provided, however, that the Governmental Lender or any person under its control may only enforce any right it may have for monetary damages against Excess Revenues, if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the enforcement against other funds of the Borrower.

(c) In no event shall the Governmental Lender, except at the express written direction of the Funding Lender:

(i) prosecute its action to a lien on the Project; or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Funding Lender or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by the Borrower under the Borrower Loan Documents or the Funding Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan or the Funding Loan.

(d) The Governmental Lender shall provide written notice to the Funding Lender and the Servicer immediately upon taking any action at law or in equity to exercise any remedy or direct any proceeding under the Borrower Loan Documents or the Funding Loan Documents.

### **Section 2.3. Loan; Borrower Notes; Conditions to Closing.**

(a) The Funding Loan shall be funded by the Funding Lender directly to the Borrower or through the escrow established by the Construction Escrow Agreement, subject to the conditions set forth in the Construction Funding Agreement, in one or more installments not to exceed the Borrower Loan Amount in accordance with the disbursement procedures set forth in



the Construction Funding Agreement. Upon funding of each installment of the Funding Loan, the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower in a like principal amount. Borrower Loan advances and Funding Loan advances shall be allocated to the Borrower Note, Series 2019A and the related Governmental Lender Construction Note A and the Borrower Note, Series 2019B and the related Governmental Lender Construction Note B as specified by the Borrower and approved by the Funding Lender. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Notes. The proceeds of the Borrower Loan shall be used by the Borrower to pay costs of the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender shall cause the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Construction Funding Agreement and the Funding Loan Agreement. The Governmental Lender acknowledges that the Borrower Loan shall be funded by the Funding Lender for the account of the Governmental Lender.

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, simultaneously with the delivery of this Borrower Loan Agreement to the Governmental Lender, the Borrower hereby agrees to execute and deliver the Borrower Notes. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Notes.

(c) Closing of the Borrower Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, in their sole discretion of each of the conditions precedent to closing set forth in the Funding Loan Agreement and this Borrower Loan Agreement, including but not limited to the following:

(i) evidence of proper recordation of the Security Instrument, an assignment of the Security Instrument from the Governmental Lender to the Funding Lender, the Regulatory Agreement, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender); and

(ii) delivery into escrow with the Title Company (or separate escrow company, if applicable) of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit and the Borrower Initial Equity, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender (or such other counsel as may be acceptable to the Funding Lender); and

(iii) payment of all fees payable in connection with the closing of the Borrower Loan, including the Governmental Lender's Closing Fee and the initial fees and expenses of the Funding Lender.

#### **Section 2.4. Borrower Loan Payments.**

(a) The Borrower shall make Borrower Loan Payments in accordance with the Borrower Notes. Each Borrower Loan Payment made by the Borrower shall be made in funds immediately available to the Funding Lender or the Servicer by 2:00 p.m., Chicago time, on the



Borrower Loan Payment Date. Each such payment shall be made to the Funding Lender or the Servicer by deposit to such account as the Funding Lender or Servicer, as applicable, may designate by Written Notice to the Borrower. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Notes in the amounts and at the times necessary to make all payments due and payable on the Funding Loan. All payments made by the Borrower hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.

(b) Unless there is no Servicer, payments of principal and interest on the Borrower Notes shall be paid to the Servicer. If there is no Servicer, payments of principal and interest on the Borrower Notes shall be paid directly to Funding Lender.

**Section 2.5. Additional Borrower Payments.**

(a) The Borrower shall pay on demand the following amounts:

(i) to the Servicer or the Funding Lender, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as specified in Section 5.35 hereof and the Rebate Analyst's Fee and any other costs incurred to calculate such Rebate Amount (to the extent such costs are not included in the Borrower Loan Payment);

(ii) to the Governmental Lender, the Ongoing Governmental Lender Fee and all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Governmental Lender incurred under the Borrower Loan Documents or the Funding Loan Documents, and any taxes and assessments with respect to the Project, as and when the same become due;

(iii) [Reserved];

(iv) all Costs of Funding and fees, charges and expenses, including agent and counsel fees incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(v) to the Funding Lender, all charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Funding Lender incurred by the Funding Lender at any time in connection with the Borrower Loan, the Funding Loan or the Project, including, without limitation, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit; and

(vi) any Late Charge due and payable under the terms of the Borrower Notes and Section 2.6 hereof; provided, however, that all payments made pursuant to this subsection (vi) shall be made to the Servicer, and if there is no Servicer, such payments shall be made to the Funding Lender.



(b) The Borrower shall pay to the party entitled thereto as expressly set forth in this Borrower Loan Agreement or the other Borrower Loan Documents or Funding Loan Documents:

(i) all expenses incurred in connection with the enforcement of any rights under this Borrower Loan Agreement or any other Borrower Loan Document, the Regulatory Agreement, or any Funding Loan Document by the Governmental Lender, Funding Lender or the Servicer;

(ii) all other payments of whatever nature that the Borrower has agreed to pay or assume under the provisions of this Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document; and

(iii) all expenses, costs and fees relating to inspections of the Project required by the Governmental Lender, the Funding Lender, the Servicer or the Construction Consultant, in accordance with the Borrower Loan Documents or the Funding Loan Documents or to reimburse such parties for such expenses, costs and fees.

**Section 2.6. Overdue Payments; Payments if Default.** If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Funding Lender, a Late Charge in the amount and to the extent set forth in the Borrower Notes, if any.

**Section 2.7. Calculation of Interest Payments and Deposits to Real Estate Related Reserve Funds.** The Borrower acknowledges as follows: (a) calculation of all interest payments shall be made by the Funding Lender; and (b) deposits with respect to the Taxes and Other Charges shall be calculated by the Servicer or if there is no Servicer, the Funding Lender in accordance with the Security Instrument.

**Section 2.8. Grant of Security Interest; Application of Funds.** To the extent not inconsistent with the Security Instrument and as security for payment of the Borrower Payment Obligations and the performance by the Borrower of all other terms, conditions and provisions of the Borrower Loan Documents, the Borrower hereby pledges and assigns to the Funding Lender, and grants to the Funding Lender, a security interest in, all the Borrower's right, title and interest in and to all payments to or moneys held in the funds and accounts created and held by the Funding Lender or the Servicer for the Project. This Borrower Loan Agreement is, among other things, intended by the parties to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default hereunder, the Funding Lender and the Servicer shall apply or cause to be applied any sums held by the Funding Lender and the Servicer with respect to the Project in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion.

**Section 2.9. Marshalling; Payments Set Aside.** The Governmental Lender and Funding Lender shall be under no obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of any or all of the proceeds. To the extent that Borrower makes a payment or payments or transfers any assets to the Governmental Lender or Funding Lender, or the Governmental Lender or Funding Lender enforces its liens, and such payment or payments or transfers, or the proceeds of such enforcement or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party in connection with any insolvency proceeding, or otherwise, then: (i) any and all obligations owed to the Governmental Lender or Funding Lender and any and all remedies available to the Governmental Lender or Funding Lender under the terms of the Borrower Loan Documents and the Funding Loan Documents or in law or equity against Borrower, General Partner or any Guarantor and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under



clause (ii) below; and (ii) the Governmental Lender and Funding Lender shall be entitled to recover (and shall be entitled to file a proof of claim to obtain such recovery in any applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by Borrower for the initial asset transfer, plus in each case any deferred interest from the date of the disgorgement to the date of distribution to the Governmental Lender or Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender or Funding Lender in connection with the exercise by the Governmental Lender or Funding Lender of its rights under this Section 2.9.

**Section 2.10. Borrower Loan Disbursements.** The Borrower Loan shall be disbursed by the Funding Lender, as agent for the Governmental Lender, pursuant to the Construction Funding Agreement.

### **ARTICLE III [RESERVED]**

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

**Section 4.1. Borrower Representations.** To induce the Governmental Lender to execute this Borrower Loan Agreement and to induce Funding Lender to make Disbursements, Borrower represents and warrants for the benefit of the Governmental Lender, Funding Lender and the Servicer, that the representations and warranties set forth in this Section 4.1 are complete and accurate as of the Closing Date and will be complete and accurate, and deemed remade, as of the date of each Disbursement, and as of the Maturity Date in accordance with the terms and conditions of the Borrower Notes. Subject to Section 4.2 hereof, the representations, warranties and agreements set forth in this Section 4.1 shall survive the making of the Borrower Loan, and shall remain in effect and true and correct in all material respects until the Borrower Loan and all other Borrower Payment Obligations have been repaid in full.

**Section 4.1.1 Organization; Special Purpose.** The Borrower is in good standing under the laws of the State (and under the laws of the state in which the Borrower was formed if the Borrower was not formed under the laws of the State), has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party, and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper corporate limited partnership or limited liability company action, as appropriate has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower. The sole business of the Borrower is the ownership, management and operation of the Project.

**Section 4.1.2 Proceedings; Enforceability.** Assuming due execution and delivery by the other parties thereto, the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.



**Section 4.1.3 No Conflicts.** The execution and delivery of the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Partnership Agreement of the Borrower, or to the best knowledge of the Borrower and with respect to the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

**Section 4.1.4 Litigation; Adverse Facts.** There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, the General Partner or any Guarantor, or their respective assets, properties or operations which, if determined adversely to the Borrower, General Partner, or such Guarantor or their respective interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Borrower Loan Documents or the Funding Loan Documents, upon the ability of each of Borrower, General Partner and Guarantors to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or upon the financial condition, assets (including the Project), properties or operations of the Borrower, the General Partner and Guarantors, none of the Borrower, General Partner or any Guarantor is in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the ability of each of Borrower, General Partner and each Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or the financial condition, assets, properties or operations of the Borrower, General Partner or any Guarantor. None of Borrower, General Partner or any Guarantor are (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or such Guarantor, as applicable; (b) subject to, or in default with respect to, any other Legal Requirement that would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or any Guarantor, as applicable; or (c) in default with respect to any agreement to which Borrower, General Partner or any Guarantor, as applicable, is a party or by which it is bound, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower, General Partner or any Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents or of any of the Related Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which



reserves, if any, are reflected in the audited financial statements described therein. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

**Section 4.1.5 Agreements; Consents; Approvals.** Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition or business prospects, except the Permitted Encumbrances. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

**Section 4.1.6 Title.** The Borrower shall have marketable title to the Project, free and clear of all Liens except the Permitted Encumbrances. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create (i) a valid, perfected first priority lien on the fee (or leasehold, if applicable) interest in the Project and (ii) perfected security interests in and to, and perfected collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

**Section 4.1.7 Survey.** To the best knowledge of the Borrower, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

**Section 4.1.8 No Bankruptcy Filing.** The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "**Bankruptcy Proceeding**"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

**Section 4.1.9 Full and Accurate Disclosure.** No statement of fact made by the Borrower in any Borrower Loan Document or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations



under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

**Section 4.1.10 No Plan Assets.** The Borrower is not an “employee benefit plan,” as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute “plan assets” of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101.

**Section 4.1.11 Compliance.** The Borrower, the Project and the use thereof will comply, to the extent required, in all material respects with all applicable Legal Requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower. There has not been committed by the Borrower or any Affiliate of Borrower involved with the operation or use of the Project any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof or any moneys paid in performance of the Borrower's obligations under any Borrower Loan Document or any Funding Loan Documents.

**Section 4.1.12 Contracts.** All service, maintenance or repair contracts affecting the Project have been entered into at arm's length (except for such contracts between the Borrower and its Affiliates or the affiliates of the Borrower Controlling Entity of the Borrower) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

**Section 4.1.13 Financial Information.** All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Governmental Lender or the Funding Lender in respect of the Project by or on behalf of the Borrower, to the best knowledge of the Borrower, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

**Section 4.1.14 Condemnation.** No Condemnation or other proceeding has been commenced or, to the Borrower's knowledge, is contemplated, threatened or pending with respect to all or part of the Project or for the relocation of roadways providing access to the Project.

**Section 4.1.15 Federal Reserve Regulations.** No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any “margin stock” within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Borrower Loan Document or Funding Loan Document.

**Section 4.1.16 Utilities and Public Access.** To the best of the Borrower's knowledge, the Project is or will be served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the full use and enjoyment



of the Project is or will be located in the public right-of-way abutting the Project, and all such utilities are or will be connected so as to serve the Project without passing over other property absent a valid easement. All roads necessary for the use of the Project for its current purpose have been or will be completed and dedicated to public use and accepted by all Governmental Authorities. Except for Permitted Encumbrances, the Project does not share ingress and egress through an easement or private road or share on-site or off-site recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, or where there is shared ingress and egress or amenities, there exists an easement or joint use and maintenance agreement under which (i) access to and use and enjoyment of the easement or private road and/or recreational facilities and amenities is perpetual, (ii) the number of parties sharing such easement and/or recreational facilities and amenities must be specified, (iii) the Borrower's responsibilities and share of expenses are specified, and (iv) the failure to pay any maintenance fee with respect to an easement will not result in a loss of usage of the easement.

**Section 4.1.17 Not a Foreign Person.** The Borrower is not a "foreign person" within the meaning of §1445(f)(3) of the Code.

**Section 4.1.18 Separate Lots.** Each parcel comprising the Land is (or will be) a separate tax lot and is not (or will not be) a portion of any other tax lot that is not a part of the Land.

**Section 4.1.19 Assessments.** There are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, or any contemplated improvements to the Project that may result in such special or other assessments.

**Section 4.1.20 Enforceability.** The Borrower Loan Documents and the Funding Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

**Section 4.1.21 Insurance.** The Borrower has obtained the insurance required by this Borrower Loan Agreement, if applicable, and the Security Instrument and has delivered to the Servicer copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement, if applicable, and the Security Instrument.

**Section 4.1.22 Use of Property; Licenses.** The Project will be used as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "**Licenses**") required at this time for the construction or rehabilitation, as appropriate, and equipping of the Project have been obtained. To the Borrower's knowledge, all Licenses obtained by the Borrower have been validly issued and are in full force and effect. The Borrower has no reason to believe that any of the Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. No Licenses will terminate, or become void or voidable or terminable, upon any sale, transfer or other disposition of the Project, including any transfer pursuant to foreclosure sale under the Security Instrument or deed in lieu of foreclosure thereunder. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge, pending or threatened that would result in a change of the zoning of the Project.

**Section 4.1.23 Flood Zone.** Either all Improvements will be constructed above the flood grade or the Borrower will obtain appropriate flood insurance as directed by the Funding Lender.



**Section 4.1.24 Physical Condition.** The Project, including all Improvements, parking facilities, systems, fixtures, equipment and landscaping, are or, after completion of the construction, rehabilitation and/or repairs, as appropriate, will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond. The physical configuration of the Project is not in material violation of the ADA, if required under applicable law.

**Section 4.1.25 Encroachments.** All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvement on an adjoining property encroaches upon the Project, and no easement or other encumbrance upon the Project encroaches upon any of the Improvements, so as to affect the value or marketability of the Project, except those insured against by the Title Insurance Policy or disclosed in the survey of the Project as approved by the Funding Lender.

**Section 4.1.26 State Law Requirements.** The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable State laws relating to the Borrower Loan, the Funding Loan and the Project.

**Section 4.1.27 Filing and Recording Taxes.** All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

**Section 4.1.28 Investment Company Act.** The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended.

**Section 4.1.29 Fraudulent Transfer.** The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including



contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

**Section 4.1.30 Ownership of the Borrower.** Except as set forth in the Partnership Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in it.

**Section 4.1.31 Environmental Matters.** To the best of Borrower's knowledge and except as disclosed in environmental reports previously delivered to the Funding Lender and the Governmental Lender (the "Prior Environmental Disclosures"), the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean-up, and will comply with covenants and requirements relating to environmental hazards as set forth in the Security Instrument. The Borrower will execute and deliver the Agreement of Environmental Indemnification.

**Section 4.1.32 Name; Principal Place of Business.** Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name, and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notices as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

**Section 4.1.33 Subordinated Debt.** There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein, other than Permitted Encumbrances and the permitted secured indebtedness described in Section 6.7 hereof, except an unsecured deferred developer fee not to exceed the amount permitted by Funding Lender as determined on the Closing Date.

**Section 4.1.34 Filing of Taxes.** The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

**Section 4.1.35 General Tax.** All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Compliance Agreement are incorporated by reference herein and the Borrower will comply with such as if set forth herein.

**Section 4.1.36 Approval of the Borrower Loan Documents and Funding Loan Documents.** By its execution and delivery of this Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents, and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Lender or the Servicer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Lender or the Servicer in any manner.



**Section 4.1.37 Funding Loan Agreement.** The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

**Section 4.1.38 Americans with Disabilities Act.** The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), to the extent required (as evidenced by an architect's certificate to such effect).

**Section 4.1.39 Requirements of Code and Regulations.** The Project satisfy all requirements of the Code and the Regulations applicable to the Project.

**Section 4.1.40 Regulatory Agreement.** The Project, as of the date of origination of the Funding Loan, is in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and the Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Regulatory Agreement, including all applicable requirements of the Code and the Regulations, and pursuant to leases which comply with all applicable laws.

**Section 4.1.41 Intention to Hold Project.** The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreements, to sell the Project or any part of the Project (except for rights granted in the Partnership Agreement, including the right of first refusal and purchase options in favor of the Chicago Housing Authority and Cabrini Green LAC Community Development Corporation, and that certain Right of First Refusal Agreement (as defined in the Partnership Agreement)); and the Borrower intends to occupy the Project or cause the Project to be occupied and to operate it or cause it to be operated at all times during the term of this Borrower Loan Agreement in compliance with the terms of this Borrower Loan Agreement and the Regulatory Agreement and does not know of any reason why the Project will not be so used by it in the absence of circumstances not now anticipated by it or totally beyond its control.

**Section 4.1.42 Concerning General Partner.**

(a) The General Partner of Borrower is a limited liability company, duly organized and validly existing under the laws of the State. The General Partner has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by such General Partner for its own account and on behalf of Borrower, as General Partner of Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) General Partner has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it transacts makes such filings necessary or where the failure to make such filings could have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of General Partner.

(c) General Partner is duly authorized to do business in the State.



(d) The execution, delivery and performance by Borrower of the Borrower Loan Documents and the Funding Loan Documents have been duly authorized by all necessary action of General Partner on behalf of Borrower, and by all necessary action on behalf of General Partner.

(e) The execution, delivery and performance by General Partner, on behalf of Borrower, of the Borrower Loan Documents and the Funding Loan Documents will not violate (i) General Partner's organizational documents; (ii) any other Legal Requirement affecting General Partner or any of its properties; or (iii) any agreement to which General Partner is bound or to which it is a party; and will not result in or require the creation (except as provided in or contemplated by this Borrower Loan Agreement) of any Lien upon any of such properties, any of the Collateral or any of the property or funds pledged or delivered to Funding Lender pursuant to the Security Documents.

**Section 4.1.43 Government and Private Approvals.** All governmental or regulatory orders, consents, permits, authorizations and approvals required for the construction, rehabilitation, use, occupancy and operation of the Improvements, that may be granted or denied in the discretion of any Governmental Authority, have been obtained and are in full force and effect (or, in the case of any of the foregoing that Borrower is not required to have as of the Closing Date, will be obtained), and will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. All such orders, consents, permits, authorizations and approvals that may not be denied in the discretion of any Governmental Authority shall be obtained prior to the commencement of any work for which such orders, consents, permits, authorizations or approvals are required, and, once obtained, such orders, consents, permits, authorizations and approvals will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. Except as set forth in the preceding two sentences, no additional governmental or regulatory actions, filings or registrations with respect to the Improvements, and no approvals, authorizations or consents of any trustee or holder of any indebtedness or obligation of Borrower, are required for the due execution, delivery and performance by Borrower or General Partner of any of the Borrower Loan Documents or the Funding Loan Documents or the Related Documents executed by Borrower or General Partner, as applicable. All required zoning approvals have been obtained, and the zoning of the Land for the Project is not conditional upon the happening of any further event.

**Section 4.1.44 Concerning Guarantors.** The Borrower Loan Documents and the Funding Loan Documents to which the Guarantors are a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by the Guarantors and are legally valid and binding obligations of the Guarantors, enforceable against the Guarantors in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

**Section 4.1.45 No Material Defaults.** Except as previously disclosed to Funding Lender in writing, there exists no material violation of or material default by Borrower under, and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or therein; (ii) any lease or other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound; in the case of any of the foregoing: (1) which involves any Borrower Loan Document or Funding Loan Document; (2) which involves the



Project and is not adequately covered by insurance; (3) that might materially and adversely affect the ability of Borrower, General Partner or any Guarantor to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

**Section 4.1.46 Payment of Taxes.** Except as previously disclosed to Funding Lender in writing: (i) all tax returns and reports of Borrower, General Partner and Guarantors required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, General Partner or Guarantors, and upon their respective properties, assets, income and franchises, which are due and payable have been paid when due and payable; and (ii) Borrower knows of no proposed tax assessment against it or against the General Partner or any Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or Guarantor, and neither Borrower nor General Partner have contracted with any Governmental Authority in connection with such taxes.

**Section 4.1.47 Rights to Project Agreements and Licenses.** Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in the ordinary course of business.

**Section 4.1.48 Patriot Act Compliance.** Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("OFAC"), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Funding Lender notified Borrower in writing is now included in "Government Lists", or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Funding Lender notified Borrower in writing is now included in "Government Lists".

**Section 4.1.49 Rent Schedule.** Borrower has prepared, or has had prepared on its behalf, a prospective Unit absorption and rent collection schedule with respect to the Project substantially in the form attached as an exhibit to the Construction Funding Agreement, which schedule takes into account, among other relevant factors (i) a schedule of minimum monthly rentals for the Units, and



(ii) any and all concessions including free rent periods, and on the basis of such schedule, Borrower believes it will collect rents with respect to the Project in amounts greater than or equal to debt service on the Borrower Loan.

**Section 4.1.50 Other Documents.** Each of the representations and warranties of Borrower or General Partner contained in any of the other Borrower Loan Documents or the Funding Loan Documents or Related Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Borrower Loan Documents or Funding Loan Documents or Related Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Funding Lender.

**Section 4.1.51 Subordinate Loan Documents.** The Subordinate Loan Documents are in full force and effect and the Borrower has paid all commitment fees and other amounts due and payable to the Subordinate Lender(s) thereunder. There exists no material violation of or material default by the Borrower under, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default under the Subordinate Loan Documents.

**Section 4.1.52 Ground Lease.** The Ground Lease is in full force and effect and the Borrower has paid all rent and other amounts due and payable to each ground lessor thereunder. There exists no material violation of or material default by the Borrower under the Ground Lease, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default by any other party under the Ground Lease.

**Section 4.2. Survival of Representations and Covenants.** All of the representations and warranties in Section 4.1 hereof and elsewhere in the Borrower Loan Documents (i) shall survive for so long as any portion of the Borrower Payment Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Governmental Lender and the Servicer notwithstanding any investigation heretofore or hereafter made by the Governmental Lender or the Servicer or on its or their behalf, provided, however, that the representations, warranties and covenants set forth in Section 4.1.31 hereof shall survive in perpetuity and shall not be subject to the exculpation provisions of Section 11.1 hereof.

## ARTICLE V AFFIRMATIVE COVENANTS

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Funding Lender and the Servicer that:

**Section 5.1. Existence.** The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, and franchises, (ii) continue to engage in the business presently conducted by it, (iii) obtain and maintain all material Licenses, and (iv) qualify to do business and remain in good standing under the laws of the State.

**Section 5.2. Taxes and Other Charges.** The Borrower shall pay all Taxes and Other Charges as the same become due and payable and prior to their becoming delinquent in accordance with the Security Instrument, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Security Instrument.

The Borrower covenants to pay all taxes and Other Charges of any type or character charged to the Funding Lender affecting the amount available to the Funding Lender from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and Other



Charges assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Funding Lender and taxes based upon or measured by the net income of the Funding Lender; provided, however, that the Borrower shall have the right to protest any such taxes or Other Charges and to require the Funding Lender, at the Borrower's expense, to protest and contest any such taxes or Other Charges levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or Other Charges pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Funding Lender. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

**Section 5.3. Repairs; Maintenance and Compliance; Physical Condition.** The Borrower shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) as set forth in the Security Instrument and shall not remove, demolish or materially alter the Improvements or equipment (except for removal of aging or obsolete equipment or furnishings in the normal course of business), except as provided in the Security Instrument.

**Section 5.4. Litigation.** The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

**Section 5.5. Performance of Other Agreements.** The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of the Project Agreements, the CC&R's, the Subordinate Loan Documents and any other agreement or instrument materially affecting or pertaining to the Project.

**Section 5.6. Notices.** The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

**Section 5.7. Cooperate in Legal Proceedings.** The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender and the Servicer at their option, to participate in, any proceedings before any Governmental Authority that may in any way affect the rights of the Governmental Lender, the Funding Lender and/or the Servicer under any Borrower Loan Document or Funding Loan Document.

**Section 5.8. Further Assurances.** The Borrower shall, at the Borrower's sole cost and expense (except as provided in Section 9.1 hereof), (i) furnish to the Servicer and the Funding Lender all instruments, documents, boundary surveys, footing or foundation surveys (to the extent that Borrower's construction or renovation of the Project alters any existing building foundations or footprints), certificates, plans and specifications, appraisals, title and other insurance reports and agreements,



reasonably requested by the Servicer or the Funding Lender for the better and more efficient carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents; (ii) execute and deliver to the Servicer and the Funding Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Borrower Loan, as the Servicer and the Funding Lender may reasonably require from time to time; (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, as the Servicer or the Funding Lender shall reasonably require from time to time; provided, however, with respect to clauses (i)-(iii) above, the Borrower shall not be required to do anything that has the effect of (A) changing the essential economic terms of the Borrower Loan or (B) imposing upon the Borrower greater personal liability under the Borrower Loan Documents and the Funding Loan Documents; and (iv) upon the Servicer's or the Funding Lender's request therefor given from time to time after the occurrence of any Potential Default or Event of Default for so long as such Potential Default or Event of Default, as applicable, is continuing pay for (a) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (b) searches of title to the Project, each such search to be conducted by search firms reasonably designated by the Servicer or the Funding Lender in each of the locations reasonably designated by the Servicer or the Funding Lender.

**Section 5.9. Delivery of Financial Information.** After notice to the Borrower of the need for a Secondary Market Disclosure Document in connection with a Secondary Market Transaction, the Borrower shall deliver to the Funding Lender or the Servicer copies of the Provided Information and all other financial information required under Article IX.

**Section 5.10. Environmental Matters.** So long as the Borrower owns or is in possession of the Project, the Borrower shall (a) keep the Project in compliance with all Environmental Laws (as defined in the Agreement of Environmental Indemnification), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Materials (as defined in the Agreement of Environmental Indemnification) are on or near the Project in violation of Environmental Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Environmental Laws, in each case as set forth in the Agreement of Environmental Indemnification.

**Section 5.11. Governmental Lender's and Funding Lender's Fees.** The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender (including the Ongoing Governmental Lender Fee) and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

**Section 5.12. Estoppel Statement.** The Borrower shall furnish to the Funding Lender or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth, as applicable, with respect to each Borrower Note, (i) the unpaid principal of such Borrower Note, (ii) the



applicable Interest Rate, (iii) the date installments of interest and/or principal were last paid, (iv) any offsets or defenses to the payment of the Borrower Payment Obligations, and (v) that the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are valid, legal and binding obligations of the Borrower and have not been modified or, if modified, giving particulars of such modification, and no Event of Default exists thereunder or specify any Event of Default that does exist thereunder. The Borrower shall use commercially reasonable efforts to furnish to the Funding Lender or the Servicer, within 30 days of a request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project, if any, in form and substance reasonably satisfactory to the Funding Lender and the Servicer; provided that the Funding Lender and the Servicer shall not make such requests more frequently than twice in any year.

**Section 5.13. Defense of Actions.** The Borrower shall appear in and defend any action or proceeding purporting to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents and the Funding Loan Documents, and shall pay, in the manner required by Section 2.4 hereof, all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Funding Lender may appear. If the Borrower fails to perform any of the covenants or agreements contained in this Borrower Loan Agreement or any other Borrower Loan Document, or if any action or proceeding is commenced that is not diligently defended by the Borrower which affects the Funding Lender's interest in the Project or any part thereof, including eminent domain, code enforcement or proceedings of any nature whatsoever under any Federal or state law, whether now existing or hereafter enacted or amended, then the Funding Lender may make such appearances, disburse such sums and take such action as the Funding Lender deems necessary or appropriate to protect its interests. Such actions include disbursement of attorneys' fees, entry upon the Project to make repairs or take other action to protect the security of the Project, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Funding Lender appears to be prior or superior to the Borrower Loan Documents or the Funding Loan Documents. The Funding Lender shall have no obligation to do any of the above. The Funding Lender may take any such action without notice to or demand upon the Borrower. No such action shall release the Borrower from any obligation under this Borrower Loan Agreement or any of the other Borrower Loan Documents or Funding Loan Documents. In the event (i) that the Security Instrument is foreclosed in whole or in part or that any Borrower Loan Document is put into the hands of an attorney for collection, suit, action or foreclosure, or (ii) of the foreclosure of any mortgage, deed of trust or deed to secure debt prior to or subsequent to the Security Instrument or any Borrower Loan Document in which proceeding the Funding Lender is made a party or (iii) of the bankruptcy of the Borrower or an assignment by the Borrower for the benefit of its creditors, the Borrower shall be chargeable with and agrees to pay all costs of collection and defense, including actual attorneys' fees in connection therewith and in connection with any appellate proceeding or post-judgment action involved therein, which shall be due and payable together with all required service or use taxes.

**Section 5.14. Expenses.** The Borrower shall pay all reasonable expenses incurred by the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the Borrower Loan and the Funding Loan, including reasonable fees and expenses of the Governmental Lender's, the Funding Lender's and the Servicer's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of Borrower Loan Documents and the Funding Loan Documents. The Borrower shall pay or cause to be paid all reasonable expenses of the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the issuance or administration of the Borrower Loan and the Funding Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. The Borrower shall, upon request, promptly reimburse the Governmental Lender, the Funding Lender and the Servicer for all reasonable amounts expended, advanced or incurred by the Governmental Lender, the Funding Lender and the Servicer to collect the



Borrower Notes, or to enforce the rights of the Governmental Lender, the Funding Lender and the Servicer under this Borrower Loan Agreement or any other Borrower Loan Document, or to defend or assert the rights and claims of the Governmental Lender, the Funding Lender and the Servicer under the Borrower Loan Documents and the Funding Loan Documents arising out of an Event of Default or with respect to the Project (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Governmental Lender, the Funding Lender and the Servicer in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each such amount from the Date of Disbursement until the date of reimbursement to the Governmental Lender, the Funding Lender and the Servicer, all of which shall constitute part of the Borrower Loan and the Funding Loan and shall be secured by the Borrower Loan Documents and the Funding Loan Documents. The obligations and liabilities of the Borrower under this Section 5.14 shall survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender or the Servicer, as the case may be, of any of its rights or remedies under the Borrower Loan Documents and the Funding Loan Documents, including the acquisition of the Project by foreclosure or a conveyance in lieu of foreclosure. Notwithstanding the foregoing, the Borrower shall not be obligated to pay amounts incurred as a result of the gross negligence or willful misconduct of any other party, and any obligations of the Borrower to pay for environmental inspections or audits will be governed by the Agreement of Environmental Indemnification.

**Section 5.15. Indemnity.** In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Governmental Lender or Funding Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, the Funding Lender, the Servicer, the Beneficiary Parties, and each of their respective officers, directors, employees, attorneys and agents (each an "**Indemnified Party**"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "**Liabilities**") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(a) The Borrower Loan Documents and the Funding Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby, including the sale, transfer or resale of the Borrower Loan or the Funding Loan, except with respect to any Secondary Market Disclosure Document (other than any Borrower's obligations under Article IX);

(b) Any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Funding Loan or the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction, installation or rehabilitation of, the Project or any part thereof;

(c) Any lien (other than a Permitted Lien) or charge upon payments by the Borrower to the Governmental Lender or the Funding Lender hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and Other Charges imposed on the Governmental Lender or the Funding Lender in respect of any portion of the Project;



(d) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof, provided, however, the Borrower's liability under this provision shall not extend to cover the period of any violation that first arose, commenced or occurred as a result of actions of the Indemnified Party, after the satisfaction, discharge, release, assignment, termination or cancellation of the Security Instrument following the payment in full of the Borrower Note and all other sums payable under the Borrower Loan Documents or after the actual dispossession from the entire Mortgaged Property of Borrower and all entities which control, are controlled by, or are under the common control with Borrower following foreclosure of the Security Instrument or acquisition of the Mortgaged Property by a deed in lieu of foreclosure;

(e) The enforcement of, or any action taken by the Governmental Lender or the Funding Lender related to remedies under, this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents;

(f) [Reserved];

(g) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower made in the course of Borrower applying for the Borrower Loan or the Funding Loan or contained in any of the Borrower Loan Documents or Funding Loan Documents to which the Borrower is a party;

(h) Any Determination of Taxability;

(i) Any breach (or alleged breach) by Borrower of any representation, warranty or covenant made in or pursuant to this Borrower Loan Agreement or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Borrower, the General Partner, any Guarantor or their affiliates to Governmental Lender, the Funding Lender, Servicer or any other Person in connection with Borrower's application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);

(j) any failure (or alleged failure) by Borrower or Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or rehabilitation of, the Project or any part thereof; or

(l) the use of the proceeds of the Borrower Loan and the Funding Loan,

except in the case of the foregoing indemnification of the Governmental Lender, the Funding Lender or the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party.

Without limiting the foregoing, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, and each of its officers, officials, directors, employees, attorneys and agents ("**City Indemnified Parties**") against any Liability to which the City Indemnified Parties, or any of them, may become subject under federal or state securities laws or



any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to any declaration of taxability of interest on the Funding Loan or allegations (or regulatory inquiry) that interest on the Funding Loan is taxable for federal income tax purposes, except to the extent such damages are caused by the gross negligence or willful misconduct of a City Indemnified Party.

Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.1.4 hereof with respect to any securitization or Secondary Market Transaction described in Article IX hereof shall be limited to the indemnity set forth in Section 9.1.4 hereof. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof; provided, however, the Governmental Lender shall have the absolute right to employ separate counsel at the expense of the Borrower. The Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if and only if in such Indemnified Party's good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation, except that the Borrower shall always pay the reasonable fees and expenses of the Governmental Lender's separate counsel.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Borrower Loan Agreement or the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 5.15 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Governmental Lender and the Funding Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

The rights of any persons to indemnity and the right to payment of fees and reimbursement of expenses hereunder shall survive the final payment or defeasance of the Borrower Loan and the Funding Loan and in the case of the Servicer, any resignation or removal. The provisions of this Section 5.15 shall survive the termination of this Borrower Loan Agreement.

Nothing in this Section 5.15 shall in any way limit the Borrower's indemnification and other payment obligations set forth in the Regulatory Agreement.

**Section 5.16. No Warranty of Condition or Suitability by the Governmental Funding Lender.** Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

**Section 5.17. Right of Access to the Project.** The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation at all reasonable times during business hours and upon reasonable notice, to enter onto the Land (a) to examine, test and inspect the Project without material interference or prejudice to the Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of



the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

**Section 5.18. Notice of Default.** The Borrower will advise the Governmental Lender, the Funding Lender, and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

**Section 5.19. Covenant with Governmental Lender and Funding Lender.** The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others of the Governmental Lender Notes and, accordingly, all covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender and any lawful owner, holder or pledgee of the Borrower Notes or the Governmental Lender Notes from time to time.

**Section 5.20. Obligation of the Borrower to Construct or Rehabilitate the Project.** The Borrower shall proceed with reasonable dispatch to construct or rehabilitate, as appropriate, and equip the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction or rehabilitation, as appropriate, and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender or the Servicer in respect of any such costs or to any diminution or abatement in the repayment of the Borrower Loan. The Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project are not completed or if the proceeds of the Borrower Loan are insufficient to pay all costs of the Project. The Governmental Lender and the Funding Lender do not make any representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project, and the Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

**Section 5.21. Maintenance of Insurance.** Borrower will maintain the insurance required by the Construction Funding Agreement.

**Section 5.22. Information; Statements and Reports.** Borrower shall furnish or cause to be furnished to Governmental Lender and Funding Lender:

(a) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default or Potential Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default or Potential Default and any curative action Borrower proposes to take;

(b) Financial Statements; Rent Rolls. In the manner and to the extent required under the Construction Funding Agreement, such financial statements, expenses statements, rent rolls, reports and other financial documents and information as required by the Security Instrument and the other Borrower Loan Documents and Funding Loan Documents, in the form and within the time periods required therein;



(c) General Partner. As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of General Partner, copies of the financial statements of General Partner as of such date, prepared in substantially the form previously delivered to the Governmental Lender and Funding Lender and in a manner consistent therewith, or in such form (which may include a form prepared in accordance with GAAP) as Funding Lender may reasonably request;

(d) Leasing Reports. On a monthly basis (and in any event within fifteen (15) days after the end of each Calendar Month), a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such Calendar Month and on a cumulative basis since Project inception, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable;

(e) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(f) Notices; Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or General Partner naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents;

(g) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Funding Lender;

(h) Compliance Certificates. Together with each of the documents required pursuant to Section 5.22(b) hereof submitted by or on behalf of Borrower, a statement, in form and substance satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(i) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, General Partner, Guarantors or the Project, as Funding Lender or Governmental Lender reasonably requests from time to time.

**Section 5.23. Additional Notices.** Borrower will, promptly after becoming aware thereof, give notice to Funding Lender and the Governmental Lender of:

(a) any Lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Borrower Loan Agreement;



(b) any Legal Action which is instituted by or against Borrower, General Partner or any Guarantor, or any Legal Action which is threatened against Borrower, General Partner or any Guarantor, which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, prospects, assets, management, ownership or condition (financial or otherwise) of Borrower, General Partner, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, General Partner or any Guarantor is a party or by or to which Borrower, General Partner or any Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or such Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&R's (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default;

(f) any change or contemplated change in (i) the location of Borrower's or General Partner's executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or General Partner; or (iii) the nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, General Partner and the Equity Investor) under the Partnership Agreement.

#### **Section 5.24. Compliance with Other Agreements; Legal Requirements.**

(a) Borrower shall timely perform and comply with, and shall cause General Partner to timely perform and comply with the covenants, agreements, obligations and restrictions imposed on them under the Partnership Agreement, and Borrower shall not do or permit to be done anything to impair any such party's rights or interests under any of the foregoing.

(b) Borrower will comply and, to the extent it is able, will require others to comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or construction and/or rehabilitation of the Improvements, and will furnish Funding Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is able, will require others to comply, with applicable CC&R's and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, rehabilitation, equipping, fixturing, use or operation of the Project, and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Funding Lender shall at all times have the right to audit, at



Borrower's expense, Borrower's compliance with any agreement requiring a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Funding Lender may request and otherwise cooperate with Funding Lender in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Funding Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

**Section 5.25. Completion and Maintenance of Project.** Borrower shall cause the construction or rehabilitation, as the case may be, of the Improvements, to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with the Construction Funding Agreement, free and clear of any liens or claims for liens (but without prejudice to Borrower's rights of contest under Section 10.16 hereof) ("**Completion**") on or before the Completion Date. Borrower shall thereafter maintain the Project and the related and appurtenant uses as a residential apartment complex in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first class maintenance, which shall mean and be no less than the highest quality of maintenance provided by the Manager for similarly situated properties managed by the Manager.

**Section 5.26. Fixtures.** Borrower shall deliver to Funding Lender, on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

**Section 5.27. Income from Project.** Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Funding Loan Documents and the funding of all sums necessary to meet any required reserves, including any required reserves for Taxes and insurance before using or applying such Gross Income for any other purpose. With the exception of asset management fees, tax credit adjustment amounts and payments of deferred developer fees payable pursuant to the Partnership Agreement, Borrower shall not make or permit any distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Funding Lender.

**Section 5.28. Leases and Occupancy Agreements.**

(a) Lease Approval.

(i) Borrower has submitted to Funding Lender, and Funding Lender has approved, Borrower's standard form of tenant lease (the "**Tenant Lease Form**") for use in the Project. Borrower shall not materially modify the Tenant Lease Form without Funding Lender's prior Written Consent in each instance, which consent shall not be unreasonably withheld or delayed. Borrower may enter into leases of space within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third party tenants without Funding Lender's prior Written Consent if:

(A) The Tenant Lease Form is a Permitted Lease, and is executed in the form attached as an exhibit to the Construction Funding Agreement without material modification;

(B) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any



applicable CC&R and is financially capable of performing all of its obligations under the Tenant Lease Form; and

(C) The Tenant Lease Form conforms to the Rent Schedule attached as an exhibit to the Construction Funding Agreement and reflects an arm's-length transaction, subject to the requirement that the Borrower comply with any applicable CC&R's.

(ii) If any Event of Default has occurred and is continuing, Funding Lender may make written demand on Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender.

(iii) No approval of any lease by Funding Lender shall be for any purpose other than to protect Funding Lender's security for the Borrower Loan and to preserve Funding Lender's rights under the Borrower Loan Documents and the Funding Loan Documents. No approval by Funding Lender shall result in a waiver of any default of Borrower. In no event shall any approval by Funding Lender of a lease be a representation of any kind with regard to the lease or its enforceability, or the financial capacity of any tenant.

(b) Obligations. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(c) Leasing and Marketing Agreements. Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

**Section 5.29. Project Agreements and Licenses.** To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of all Project Agreements and Licenses and the Plans and Specifications, together with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Neither Borrower nor General Partner has assigned or granted, or will assign or grant, a security interest in any of the Project Agreements and Licenses, other than to Funding Lender.

**Section 5.30. Payment of Debt Payments.** In addition to its obligations under the Borrower Notes, Borrower will (i) duly and punctually pay or cause to be paid all principal of and interest on any Debt of Borrower as and when the same become due on or before the due date; (ii) comply with and perform all conditions, terms and obligations of other instruments or agreements evidencing or securing such Debt; (iii) promptly inform Funding Lender of any default, or anticipated default, under any such note, agreement, instrument; and (iv) forward to Funding Lender a copy of any notice of default or notice of any event that might result in default under any such note, agreement, instrument, including Liens encumbering the Project, or any portion thereof, which have been subordinated to the Security Instrument (regardless of whether or not permitted under this Borrower Loan Agreement).



**Section 5.31. ERISA.** Borrower will comply, and will cause each of its ERISA Affiliates to comply, in all respects with the provisions of ERISA.

**Section 5.32. Patriot Act Compliance.** Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. Funding Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Funding Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Funding Lender in connection therewith shall be secured by the Security Instrument and shall be immediately due and payable.

Borrower covenants that it shall comply with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Without limiting the foregoing, Borrower shall not take any action, or permit any action to be taken, that would cause Borrower's representations and warranties in Article IV become untrue or inaccurate at any time during the term of the Funding Loan. Upon any Beneficiary Party's request from time to time during the term of the Funding Loan, Borrower shall certify in writing to such Beneficiary Party that Borrower's representations, warranties and obligations under Article IV remain true and correct and have not been breached, and in addition, upon request of any Beneficiary Party, Borrower covenants to provide all information required to satisfy obligations under all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, during the term of the Funding Loan. Borrower shall immediately notify the Funding Lender in writing of (a) Borrower's actual knowledge that any of such representations, warranties or covenants are no longer true and have been breached, (b) Borrower has a reasonable basis to believe that they may no longer be true and have been breached or (c) Borrower becomes the subject of an investigation by Governmental Authorities related to money laundering, anti-terrorism, trade embargos and economic sanctions. Borrower shall also reimburse Funding Lender for any expense incurred by Funding Lender in evaluating the effect of an investigation by Governmental Authorities on the Funding Loan and Funding Lender's interest in the collateral for the Funding Loan, in obtaining necessary license from Governmental Authorities as may be necessary for Funding Lender to enforce its rights under the Funding Loan Documents, and in complying with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to Funding Lender as a result of the existence of such an event and for any penalties or fines imposed upon Funding Lender as a result thereof.

**Section 5.33. Funds from Equity Investor.** Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms, conditions and adjustments of the Partnership Agreement and the Construction Funding Agreement.

**Section 5.34. Tax Covenants.** The Borrower further represents, warrants and covenants as follows:

(a) General. The Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the exclusion of interest on the Governmental Lender Notes from gross income (as defined in Section 61 of the Code), for federal income tax purposes and, if it should take or permit any such action, the Borrower will take all



lawful actions that it can take to rescind such action promptly upon having knowledge thereof and that the Borrower will take such action or actions, including amendment of this Borrower Loan Agreement, the Security Instrument and the Regulatory Agreement, as may be necessary, in the opinion of Tax Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service applicable to the Governmental Lender Notes, the Funding Loan or affecting the Project. Capitalized terms used in this Section 5.34 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not defined therein, in the Funding Loan Agreement. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that, prior to the final maturity of the Governmental Lender Notes, unless it has received and filed with the Governmental Lender and the Funding Lender a Tax Counsel No Adverse Effect Opinion (other than with respect to interest on any portion of the Governmental Lender Notes for a period during which such portion of the Governmental Lender Notes is held by a "substantial user" of any facility financed with the proceeds of the Governmental Lender Notes or a "related person," as such terms are used in Section 147(a) of the Code), the Borrower will comply with this Section 5.34.

(b) Use of Proceeds. The use of the net proceeds of the Funding Loan at all times will satisfy the following requirements:

(i) Limitation on Net Proceeds. At least 95% of the net proceeds of the Funding Loan (within the meaning of the Code) actually expended shall be used to pay Qualified Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is "functionally related and subordinate" thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) of the Regulations).

(ii) Limit on Costs of Funding. The proceeds of the Funding Loan will be expended for the purposes set forth in this Borrower Loan Agreement and in the Funding Loan Agreement and no portion thereof in excess of two percent of the proceeds of the Funding Loan, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Funding of the Funding Loan.

(iii) Prohibited Facilities. The Borrower shall not use or permit the use of any proceeds of the Funding Loan or any income from the investment thereof to provide any airplane, skybox, or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(iv) Limitation on Land. Less than 25 percent of the net proceeds of the Funding Loan actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein, nor will any portion of the net proceeds of the Funding Loan be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) Limitation on Existing Facilities. No portion of the net proceeds of the Funding Loan will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures with respect to any building and the equipment therefor equal or exceed 15 percent of the cost of acquiring such building financed with the proceeds of the Funding Loan (with respect to structures other than buildings, this clause shall be



applied by substituting 100 percent for 15 percent). For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vi) Accuracy of Information. The information furnished by the Borrower and used by the Governmental Lender in preparing its certifications with respect to Section 148 of the Code and the Borrower's information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of origination of the Funding Loan.

(vii) Limitation of Project Expenditures. The acquisition, construction and equipping of the Project was not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding the adoption of the resolution of the Governmental Lender with respect to the Project on March \_\_, 2019 [INSERT DATE OF INDUCEMENT RESOLUTION], and no obligation for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition, construction or equipping of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering surveying, soil testing, reimbursement bond issuance and similar costs incurred prior to the commencement of construction, rehabilitation or acquisition of the Project, and which do not exceed 20% of the aggregate issue price of the Governmental Lender Notes.

(viii) Qualified Costs. The Borrower hereby represents, covenants and warrants that the proceeds of the Funding Loan shall be used or deemed used exclusively to pay costs which are (A) capital expenditures (as defined in Section 1.150-1(b) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code and that for the greatest number of buildings the proceeds of the Governmental Lender Notes shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located, so that each building in the Project and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Governmental Lender Notes for the purpose of complying with Section 42(h)(4)(B) of the Code; provided however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Funding Lender nor the Governmental Lender shall have any obligation to enforce this statement nor shall they incur any liability to any person, including without limitation, the Borrower, the partners of the Borrower, any other Affiliate of the Borrower or the holders or payees of the Governmental Lender Notes and the Borrower Notes for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or event of default under this Borrower Loan Agreement or the Funding Loan Agreement.

(c) Limitation on Maturity. The average maturity of the Governmental Lender Notes does not exceed 120 percent of the average reasonably expected economic life of the Project to be financed by the Funding Loan, weighted in proportion to the respective cost of each item comprising the property the cost of which has been or will be financed, directly or indirectly, with the Net Proceeds of the Funding Loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Funding Loan or (B) the date on which such property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.



(d) No Arbitrage. The Borrower shall not take any action or omit to take any action with respect to the Gross Proceeds of the Governmental Lender Notes or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Notes to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Except as provided in the Funding Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Agreement or the Borrower Notes relating to the Governmental Lender Notes, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Governmental Lender Notes, unless the Borrower has obtained in each case a Tax Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding Lender. The Borrower shall not, at any time prior to the final maturity of the Governmental Lender Notes, invest or cause any Gross Proceeds to be invested in any investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Governmental Lender Notes to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Governmental Lender Notes and the interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from and after the Closing Date for the calculation of rebatable amounts to the United States Treasury Department. The Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts prior to the Computation Date, annually not later than forty-five days after the anniversary of the Closing Date and subsequent to the Computation Date, not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter and agrees that the Borrower will pay all costs associated therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and Funding Lender.

(e) No Federal Guarantee. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Governmental Lender Notes to be “federally guaranteed” within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Representations. The Borrower has supplied or caused to be supplied to Tax Counsel all documents, instruments and written information requested by Tax Counsel, and all such documents, instruments and written information supplied by or on behalf of the Borrower at the request of Tax Counsel, which have been reasonably relied upon by Tax Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the Governmental Lender Notes for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Tax Counsel has not requested.

(g) Qualified Residential Rental Project. The Borrower hereby covenants and agrees that the Project will be operated as a “qualified residential rental project” within the meaning of Section 142(d) of the Code, on a continuous basis during the longer of the Qualified Project



Period (as defined in the Regulatory Agreement) or any period during which any portion of the Governmental Lender Notes remains outstanding, to the end that the interest on the Governmental Lender Notes shall be excluded from gross income for federal income tax purposes. The Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(h) Information Reporting Requirements. The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Governmental Lender Notes to be filed with the Internal Revenue Service within prescribed time limits.

(i) Governmental Lender Notes Not Hedge Bonds. The Borrower covenants and agrees that not more than 50% of the proceeds of the Governmental Lender Notes will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(f)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Governmental Lender Notes will be used to carry out the governmental purposes of the Governmental Lender Notes within the three-year period beginning on the Closing Date.

(j) Termination of Restrictions. Although the parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate in accordance with Section 10.14 hereof, the parties hereto recognize that pursuant to the Regulatory Agreement, certain requirements, including the requirements incorporated by reference in this Section, may continue in effect beyond the term hereof.

(k) Public Approval. The Borrower covenants and agrees that the proceeds of the Governmental Lender Notes will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Governmental Lender Notes.

(l) 40/60 Test Election. The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(m) Modification of Tax Covenants. Subsequent to the origination of the Funding Loan and prior to its payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Funding Loan Agreement), this Section 5.34 hereof may not be amended, changed, modified, altered or terminated except as permitted herein and by the Funding Loan Agreement and with the Written Consent of the Governmental Lender and the Funding Lender. Anything contained in this Agreement or the Funding Loan Agreement to the contrary notwithstanding, the Governmental Lender, the Funding Lender and the Borrower hereby agree to amend this Borrower Loan Agreement and, if appropriate, the Funding Loan Agreement and the Regulatory Agreement, to the extent required, in the opinion of Tax Counsel, in order for interest on the Governmental Lender Notes to remain excludable from gross income for federal income tax purposes. The party requesting such amendment, which may include the Funding Lender, shall notify the other parties to this Borrower Loan Agreement of the proposed amendment and send a copy of such requested amendment to Tax Counsel. After review of such proposed amendment, Tax Counsel shall render to the Funding Lender and the Governmental



Lender an opinion as to the effect of such proposed amendment upon the includability of interest on the Governmental Lender Notes in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Governmental Lender and, where applicable, the Funding Lender per written instructions from the Governmental Lender shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation, an amendment to the Regulatory Agreement, with a file-stamped copy to the Funding Lender, necessary to effectuate the intent of this Section 5.34, and the Borrower and the Governmental Lender hereby appoint the Funding Lender as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument (in such form as may be approved by and upon instruction of Tax Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligation under this Section 5.34; provided, however, that the Funding Lender shall take no action under this Section 5.34 without first notifying the Borrower or the Governmental Lender, as is applicable, of its intention to take such action and providing the Borrower or the Governmental Lender, as is applicable, a reasonable opportunity to comply with the requirements of this Section 5.34.

The Borrower irrevocably authorizes and directs the Funding Lender and any other agent designated by the Governmental Lender to make payment of such amounts from funds of the Borrower, if any, held by the Funding Lender, or any agent of the Governmental Lender or the Funding Lender. The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Governmental Lender Notes in an amount related to the amount of the Borrower Loan.

**Section 5.35. Payment of Rebate.**

(a) Arbitrage Rebate. The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage relating to the Funding Loan or the Governmental Lender Notes in accordance with Section 148(f) of the Code including:

(i) Delivery of Documents and Money on Computation Dates. The Borrower will deliver to the Servicer, within 55 days after each Computation Date:

(A) a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date;

(B) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such final Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.



(ii) Correction of Underpayments. If the Borrower shall discover or be notified as of any date that any payment paid to the United States Treasury pursuant to this Section 5.35 of an amount described in Section 5.35(a)(i)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Governmental Lender or the Funding Lender), the Borrower shall (1) pay to the Servicer (for deposit to the Rebate Fund) and cause the Servicer to pay to the United States Treasury from the Rebate Fund the underpayment of the Rebate Amount, together with any penalty and/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Servicer an Internal Revenue Service Form 8038-T completed as of such date. If such underpayment of the Rebate Amount, together with any penalty and/or interest due, is not paid to the United States Treasury in the amount and manner and by the time specified in the Regulations, the Borrower shall take such steps as are necessary to prevent the Governmental Lender Notes from becoming an arbitrage bond within the meaning of Section 148 of the Code.

(iii) Records. The Borrower shall retain all of its accounting records relating to the funds established under this Borrower Loan Agreement and all calculations made in preparing the statements described in this Section 5.35 for at least six years after the later of the final maturity of the Governmental Lender Notes or the date the Funding Loan is retired in full.

(iv) Costs. The Borrower agrees to pay all of the fees and expenses of a nationally recognized Tax Counsel, the Rebate Analyst, a certified public accountant and any other necessary consultant employed by the Borrower or the Funding Lender in connection with computing the Rebate Amount.

(v) No Diversion of Rebatable Arbitrage. The Borrower will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Funding Loan which is not purchased at Fair Market Value or includes terms that the Borrower would not have included if the Funding Loan were not subject to Section 148(f) of the Code.

(vi) Modification of Requirements. If at any time during the term of this Agreement, the Governmental Lender, the Funding Lender or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.35, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Tax Counsel No Adverse Effect Opinion with respect to such action.

(b) Rebate Fund. The Servicer shall establish and hold a separate fund designated as the "Rebate Fund." The Servicer shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Servicer by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto.

(c) Within 15 days after each receipt or transfer of funds to the Rebate Fund, the Servicer shall withdraw from the Rebate Fund and pay to the United States of America the entire balance of the Rebate Fund.



(d) All payments to the United States of America pursuant to this Section 5.35 shall be made by the Servicer for the account and in the name of the Governmental Lender and shall be paid through the United States Mail (return receipt requested or overnight delivery), addressed to the appropriate Internal Revenue Service Center and accompanied by the appropriate Internal Revenue Service forms (such forms to be provided to the Servicer by the Borrower or the Rebate Analyst as set forth in this Section 5.35).

(e) The Borrower shall preserve all statements, forms and explanations received delivered pursuant this Section 5.35 and all records of transactions in the Rebate Fund until six years after the retirement of the Funding Loan.

(f) Moneys and securities held in the Rebate Fund shall not be deemed funds of the Funding Lender or of the Governmental Lender and are not pledged or otherwise subject to any security interest in favor of the Funding Lender to secure the Funding Loan or any other obligations.

(g) Notwithstanding anything to the contrary in this Borrower Loan Agreement, no payment shall be made to the United States if the Borrower shall furnish to the Governmental Lender and the Funding Lender an opinion of Tax Counsel to the effect that such payment is not required under Section 148(d) and (f) of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Notes. In such event, the Borrower shall be entitled to withdraw funds from the Rebate Fund to the extent the Borrower shall provide a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender with respect to such withdrawal.

(h) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.35 need not be made to the extent that neither the Governmental Lender nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on a Tax Counsel No Adverse Effect Opinion, a copy of which shall be provided to the Funding Lender.

**Section 5.36. Covenants under Funding Loan Agreement.** The Borrower will fully and faithfully perform all the duties and obligations which the Governmental Lender has covenanted and agreed in the Funding Loan Agreement to cause the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing will not apply to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

**Section 5.37. Notice of Default.** The Borrower will advise the Governmental Lender, the Funding Lender, and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

**Section 5.38. Continuing Disclosure Agreement.** The Borrower and the Funding Lender shall enter into the Continuing Disclosure Agreement to provide for the continuing disclosure of information about the Governmental Lender Notes, the Borrower and other matters as specifically provided for in such agreement.

**Section 5.39. Compliance with Ground Lease.** Borrower will do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Borrower, as lessee under the Ground Lease, and to prevent any default under the Ground Lease or any termination, surrender, cancellation,



forfeiture or impairment thereof. Borrower will keep, observe and perform, or cause to be kept, observed and performed, all of the terms, covenants, provisions and agreements contained in the Ground Lease on the part of Borrower thereunder to be kept, observed and performed.

**Section 5.40. Compliance with Permanent Loan Commitment.** Borrower will do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Borrower under the Permanent Loan Commitment, and to prevent any default or failure of condition under the Permanent Loan Commitment or any termination or cancellation thereof. Borrower will keep, observe and perform, or cause to be kept, observed and performed, all of the terms, covenants, provisions and agreements contained in the Permanent Loan Commitment on the part of Borrower thereunder to be kept, observed and performed. Without the Funding Lender's prior written consent, the Borrower will not terminate, cancel (or permit any cancellation or termination), modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Permanent Loan Commitment and any attempt on the part of Borrower to do so without such prior written consent of Funding Lender shall be null and void and of no effect.

**Section 5.40.1 Compliance with Redevelopment Agreement.** Borrower will do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Borrower under the Redevelopment Agreement, and to prevent any default or failure of condition under the Redevelopment Agreement or any termination or cancellation thereof. Borrower will keep, observe and perform, or cause to be kept, observed and performed, all of the terms, covenants, provisions and agreements contained in the Redevelopment Agreement on the part of Borrower thereunder to be kept, observed and performed. Without the Funding Lender's prior written consent, the Borrower will not terminate, cancel (or permit any cancellation or termination), modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Redevelopment Agreement and any attempt on the part of Borrower to do so without such prior written consent of Funding Lender shall be null and void and of no effect.

## **ARTICLE VI NEGATIVE COVENANTS**

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

**Section 6.1. Management Agreement.** Without first obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) and subject to the Regulatory Agreement: (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

**Section 6.2. Dissolution.** Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.



**Section 6.3. Change in Business or Operation of Property.** Enter into any line of business other than the ownership and operation of the Project, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multi-family property or terminate such business for any reason whatsoever (other than temporary cessation in connection with construction or rehabilitation, as appropriate, of the Project).

**Section 6.4. Debt Cancellation.** Cancel or otherwise forgive or release any claim or debt owed to the Borrower by a Person, except for adequate consideration or in the ordinary course of the Borrower's business in its reasonable judgment.

**Section 6.5. Assets.** Purchase or own any real property or personal property incidental thereto other than the Project.

**Section 6.6. Transfers.** Make, suffer or permit the occurrence of any Transfer other than a transfer permitted under the Construction Funding Agreement, nor transfer any material License required for the operation of the Project.

**Section 6.7. Debt.** Other than as expressly approved in writing by the Funding Lender, create, incur or assume any indebtedness for borrowed money (including subordinate debt) whether unsecured or secured by all or any portion of the Project or interest therein or in the Borrower or any partner thereof (including subordinate debt) other than (i) the Borrower Payment Obligations, (ii) the Subordinate Debt, (iii) secured indebtedness incurred pursuant to or permitted by the Borrower Loan Documents and the Funding Loan Documents, (iv) unsecured deferred developer fees as permitted pursuant to the terms of the Development Services Agreement (as defined in the Partnership Agreement), and (v) trade payables incurred in the ordinary course of business.

**Section 6.8. Assignment of Rights.** Without the Funding Lender's prior Written Consent, attempt to assign the Borrower's rights or interest under any Borrower Loan Document or Funding Loan Document in contravention of any Borrower Loan Document or Funding Loan Document.

**Section 6.9. Principal Place of Business.** Change its principal place of business without providing 30 days' prior Written Notice of the change to the Funding Lender and the Servicer.

**Section 6.10. Partnership Agreement.** Without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld, conditioned or delayed) surrender, terminate, cancel, modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect, any of its rights or remedies under the Partnership Agreement, except as permitted by and in accordance with the Security Instrument or Construction Funding Agreement; provided, however, the consent of Funding Lender is not required for an amendment of the Partnership Agreement (i) permitted by Section 6.6 of the Construction Funding Agreement, (ii) resulting solely from the "Permitted Transfer" of partnership interests of Borrower as defined in and permitted by the Construction Funding Agreement, or (iii) correcting scrivener's errors.

**Section 6.11. ERISA.** Maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower to, maintain, sponsor, contribute to or become obligated to contribute to, any Plan, or permit the assets of the Borrower to become "plan assets," whether by operation of law or under regulations promulgated under ERISA.

**Section 6.12. No Hedging Arrangements.** Without the prior Written Consent of the Funding Lender or unless otherwise required by this Borrower Loan Agreement, the Borrower will not enter into



or guarantee, provide security for or otherwise undertake any form of contractual obligation with respect to any interest rate swap, interest rate cap or other arrangement that has the effect of an interest rate swap or interest rate cap or that otherwise (directly or indirectly, derivatively or synthetically) hedges interest rate risk associated with being a debtor of variable rate debt or any agreement or other arrangement to enter into any of the above on a future date or after the occurrence of one or more events in the future.

**Section 6.13. Loans and Investments; Distributions; Related Party Payments.**

(a) Without the prior Written Consent of Funding Lender in each instance, Borrower shall not (i) lend money, make investments, or extend credit, other than in the ordinary course of its business as presently conducted; or (ii) repurchase, redeem or otherwise acquire any interest in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the extent permitted by the Security Instrument and subject to the limitations set forth in Section 5.27 hereof).

(b) Disbursements for fees and expenses of any Affiliate of Borrower and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction or rehabilitation, as the case may be, of the Improvements, as determined by the Construction Consultant, and only after deducting the applicable Retainage. Except as otherwise permitted hereunder or by the Funding Lender, no Disbursements for the Developer Fee or any "deferred developer fees" shall be made prior to the payment in full of the Borrower Payment Obligations other than in accordance with the Approved Developer Fee Payment Schedule.

**Section 6.14. Amendment of Related Documents or CC&R's.** Without the prior Written Consent of Funding Lender in each instance, except as provided herein, Borrower shall not enter into or consent to any amendment, termination, modification, or other alteration of any of the Related Documents or any of the CC&R's (including, without limitation, those contained in the Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement, but excluding the Partnership Agreement, which is covered by Section 6.10), or any assignment, transfer, pledge or hypothecation of any of its rights thereunder, if any.

**Section 6.15. Personal Property.** Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement or other agreement or contract wherein the right is reserved to any Person other than Borrower to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not completely vested in Borrower at the time of installation, without Funding Lender's prior Written Consent; provided, however, that this Section 6.15 shall not apply to laundry equipment or other equipment that is owned by a third-party vendor and commercial tenants.

**Section 6.16. Fiscal Year.** Without Funding Lender's Written Consent, which shall not be unreasonably withheld, neither Borrower nor General Partner shall change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP.

**Section 6.17. Publicity.** Neither Borrower nor General Partner shall issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Funding Lender or any of its affiliates as the source of the financing provided for herein, without the prior written approval of Funding Lender in each instance (provided that nothing herein shall prevent



Borrower or General Partner from identifying Funding Lender or its affiliates as the source of such financing to the extent that Borrower or General Partner are required to do so by disclosure requirements applicable to publicly held companies). Borrower and General Partner agree that no sign shall be posted on the Project in connection with the construction or rehabilitation of the Improvements unless such sign identifies the Funding Lender and its affiliates as the source of the financing provided for herein or Funding Lender consents to not being identified on any such sign.

**Section 6.18. Subordinate Loan Documents.** Without Funding Lender's prior written consent, Borrower will not surrender, terminate, cancel, modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Subordinate Loan Documents.

**Section 6.19. Ground Lease.** Without the Funding Lender's prior written consent, the Borrower will not surrender, terminate, cancel (or permit any cancellation, termination or surrender), modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Ground Lease and any attempt on the part of Borrower to do so without such prior written consent of Funding Lender shall be null and void and of no effect.

## **ARTICLE VII RESERVED**

## **ARTICLE VIII DEFAULTS**

**Section 8.1. Events of Default.** Each of the following events shall constitute an "Event of Default" under the Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner and on the date such payment is due in accordance with the terms and provisions of one or both of the Borrower Notes, or the failure by the Borrower to pay any Additional Borrower Payment on the date such payment is due in accordance with the terms and provisions of one or both of the Borrower Notes, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1) required to be paid by the Borrower under this Borrower Loan Agreement, one or both of the Borrower Notes, the Security Instrument or any of the other Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after Written Notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined by a Borrower Note, the Security Instrument, the Construction Funding Agreement or any other Borrower Loan Document, occurs (or to the extent an "Event of Default" is not defined in any other Borrower Loan Document, any default or breach by the Borrower, General Partner or any Guarantor of any of its obligations, covenants, representations or warranties under such Borrower Loan Document occurs and any applicable notice and/or cure period has expired);



(d) any representation or warranty made by any of the Borrower, the General Partner or any Guarantor in any Borrower Loan Document or Funding Loan Document to which it is a party, or in any report, certificate, financial statement or other instrument, agreement or document furnished by the Borrower, the General Partner or any Guarantor in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect as of the Closing Date;

(e) the Borrower shall make a general assignment for the benefit of creditors, or shall generally not be paying its debts as they become due;

(f) the Borrower Controlling Entity shall make a general assignment for the benefit of creditors, shall generally not be paying its debts as they become due, or an Act of Bankruptcy with respect to the Borrower Controlling Entity shall occur, unless in all cases the Borrower Controlling Entity is replaced with a substitute Borrower Controlling Entity that satisfies the requirements of Section 6.6 of the Construction Funding Agreement; which, in the case of a non-profit Borrower Controlling Entity, may be replaced within sixty (60) days of such event with another non-profit Borrower Controlling Entity acceptable to the Funding Lender, in which case no Event of Default shall be deemed to have occurred;

(g) any portion of Borrower Deferred Equity to be made by the Equity Investor and required for (i) completion of the construction or rehabilitation, as the case may be, of the Improvements, or (ii) the operation of the Improvements, is not received in accordance with the terms of the Partnership Agreement after the expiration of all applicable notice and cure periods;

(h) the failure by Borrower or any ERISA Affiliate of Borrower to comply in all respects with ERISA, or the occurrence of any other event (with respect to the failure of Borrower or any ERISA Affiliate to pay any amount required to be paid under ERISA or with respect to the termination of, or withdrawal of Borrower or any ERISA Affiliate from, any employee benefit or welfare plan subject to ERISA) the effect of which is to impose upon Borrower (after giving effect to the tax consequences thereof) for the payment of any amount in excess of Fifty Thousand Dollars (\$50,000);

(i) a Bankruptcy Event shall occur with respect to Borrower, General Partner or any Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document; provided that any such Bankruptcy Event with respect to a Guarantor shall not constitute an Event of Default if the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender and such replacement guarantor executes and delivers to Funding Lender a guaranty in the form of the Guaranty or in such other form as is acceptable to Funding Lender;

(j) all or any part of the property of Borrower is attached, levied upon or otherwise seized by legal process, and such attachment, levy or seizure is not quashed, stayed or released: (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days of the date thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days of the date thereof;



(k) subject to Section 10.16 hereof, Borrower fails to pay when due any monetary obligation (other than pursuant to this Borrower Loan Agreement) to any Person in excess of \$100,000, and such failure continues beyond the expiration of any applicable cure or grace periods;

(l) any material litigation or proceeding is commenced before any Governmental Authority against or affecting Borrower, General Partner, any Guarantor or property of Borrower, General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, General Partner or such Guarantor, as applicable;

(m) a final judgment or decree for monetary damages in excess of \$50,000 or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, General Partner or any Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not paid and discharged or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment, fine or penalty);

(n) a final, un-appealable and uninsured money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of \$50,000 or more shall be rendered against Borrower, General Partner or any Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment); or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, General Partner or any Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, General Partner or such Guarantor to perform their respective obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document), and such judgment, writ, warrant or process shall remain unsatisfied, unsettled, unvacated, unhanded and unstayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of ten (10) days or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of thirty (30) days, or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder; provided that any such judgment, decree, fine or penalty against a Guarantor shall not constitute an Event of Default if the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender and such replacement guarantor executes and delivers to Funding Lender a guaranty in the form of the Guaranty or in such other form as is acceptable to Funding Lender;

(o) the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender unless (i) such inability shall



have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping; (ii) Borrower shall have made adequate provision, acceptable to Funding Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft; (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction or rehabilitation will not adversely affect or interfere with the rights of Borrower under labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date;

(p) the construction or rehabilitation of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days;

(q) Borrower shall fail to keep in force and effect any material permit, license, consent or approval required under this Borrower Loan Agreement, or any Governmental Authority with jurisdiction over the Mortgaged Property or the Project orders or requires that construction or rehabilitation of the Improvements be stopped, in whole or in part, or that any required approval, license or permit be withdrawn or suspended, and the order, requirement, withdrawal or suspension remains in effect for a period of thirty (30) days;

(r) failure by the Borrower to Substantially Complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Substantial Completion Date;

(s) failure by Borrower to complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Completion Date;

(t) the occurrence of a default or failure of condition under the Permanent Loan Commitment or the expiration, termination or cancellation of the Permanent Loan Commitment;

(u) failure by any Subordinate Lender to disburse the proceeds of its Subordinate Loan in approximately such amounts and at approximately such times as set forth in the Cost Breakdown and in the Subordinate Loan Documents;

(v) an "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents, CC&Rs or the Redevelopment Agreement, after the expiration of all applicable notice and cure periods; or

(w) any failure by the Borrower to perform or comply with any of its obligations under this Borrower Loan Agreement (other than those specified in this Section 8.1), as and when required, which continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer on its behalf to the Borrower; provided, however, if such failure is susceptible of cure but cannot reasonably be cured within such thirty (30) day period, and the Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for an additional period of time as is reasonably necessary for the Borrower in the exercise of due diligence to cure such failure, such additional period not to exceed sixty (60) days. However, no such notice or grace period shall apply to the extent such failure could, in the Funding Lender's judgment, absent immediate exercise by the Funding Lender of a right or



remedy under this Borrower Loan Agreement, result in harm to the Funding Lender, impairment of the Borrower Notes or this Borrower Loan Agreement or any security given under any other Borrower Loan Document.

## **Section 8.2. Remedies.**

**Section 8.2.1 Acceleration.** Upon the occurrence of an Event of Default (other than an Event of Default described in paragraph (e), (f) or (i) of Section 8.1) and at any time and from time to time thereafter, as long as such Event of Default continues to exist, in addition to any other rights or remedies available to the Governmental Lender pursuant to the Borrower Loan Documents or at law or in equity, the Funding Lender may, take such action, without notice or demand, as the Funding Lender deems advisable to protect and enforce its rights against the Borrower and in and to the Project, including declaring the Borrower Payment Obligations to be immediately due and payable (including, without limitation, the principal of, Prepayment Premium, if any, and interest on and all other amounts due on the Borrower Notes to be immediately due and payable), without notice or demand, and apply such payment of the Borrower Payment Obligations in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion; and upon any Event of Default described in paragraph (e), (f) or (i) of Section 8.1, the Borrower Payment Obligations shall become immediately due and payable, without notice or demand, and the Borrower hereby expressly waives any such notice or demand, anything contained in any Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of remedies hereunder and under the Funding Loan Agreement shall be controlled by the Funding Lender.

**Section 8.2.2 Remedies Cumulative.** Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Funding Lender against the Borrower under the Borrower Loan Documents or at law or in equity may be exercised by the Funding Lender, at any time and from time to time, whether or not all or any of the Borrower Payment Obligations shall be declared due and payable, and whether or not the Funding Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Borrower Loan Documents. Any such actions taken by the Funding Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Funding Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Funding Lender permitted by law, equity or contract or as set forth in the Borrower Loan Documents. Without limiting the generality of the foregoing, the Borrower agrees that if an Event of Default is continuing, all Liens and other rights, remedies or privileges provided to the Funding Lender shall remain in full force and effect until they have exhausted all of its remedies, the Security Instrument has been foreclosed, the Project has been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations has been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the Project or any part thereof, in its absolute discretion.

Notwithstanding any provision herein to the contrary, the Governmental Lender and the Funding Lender agrees that any cure of any default made or tendered by the Equity Investor and/or the Special Limited Partner shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

**Section 8.2.3 Delay.** No delay or omission to exercise any remedy, right, power accruing upon an Event of Default, or the granting of any indulgence or compromise by the Funding



Lender shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Potential Default or Event of Default shall not be construed to be a waiver of any subsequent Potential Default or Event of Default or to impair any remedy, right or power consequent thereon. Notwithstanding any other provision of this Borrower Loan Agreement, the Funding Lender reserves the right to seek a deficiency judgment or preserve a deficiency claim, in connection with the foreclosure of the Security Instrument to the extent necessary to foreclose on the Project, the Rents, the funds or any other collateral.

**Section 8.2.4 Set Off; Waiver of Set Off.** Upon the occurrence of an Event of Default, Funding Lender may, at any time and from time to time, without notice to Borrower or any other Person (any such notice being expressly waived), set off and appropriate and apply (against and on account of any obligations and liabilities of Borrower to Funding Lender arising under or connected with this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents, irrespective of whether or not Funding Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured), and Borrower hereby grants to Funding Lender, as security for the Borrower Payment Obligations, a security interest in, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Debt at any time held or owing by Funding Lender to or for the credit or the account of Borrower.

**Section 8.2.5 Assumption of Obligations.** In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under this Borrower Loan Agreement, the Borrower Notes, the Regulatory Agreement, and any other Borrower Loan Documents and Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts (or inaction) of the Borrower.

**Section 8.2.6 Accounts Receivable.** Upon the occurrence of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

**Section 8.2.7 Defaults under Other Documents.** Funding Lender shall have the right to cure any default under any of the Related Documents and the Subordinate Loan Documents, but shall have no obligation to do so.

**Section 8.2.8 Abatement of Disbursements.** Notwithstanding any provision to the contrary herein or any of the other Borrower Loan Documents or the Funding Loan Documents, Funding Lender's obligation to make further Disbursements shall abate (i) during the continuance of any Potential Default, (ii) after any disclosure to Funding Lender of any fact or circumstance that, absent such disclosure, would cause any representation or warranty of Borrower to fail to be true and correct in all material respects, unless and until Funding Lender elects to permit further Disbursements notwithstanding such event or circumstance; and (iii) upon the occurrence of any Event of Default.

**Section 8.2.9 Completion of Improvements.** Upon the occurrence of any Event of Default, Funding Lender shall have the right to cause an independent contractor selected by Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the



completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

**Section 8.2.10 Right to Directly Enforce.** Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender, provided that only the Governmental Lender may enforce the Unassigned Rights that exclusively benefit Governmental Lender and Funding Lender shall not impair Governmental Lender's enforcement of such Unassigned Rights. Notwithstanding the foregoing, the Governmental Lender and the Funding Lender shall have the right to enforce all rights and remedies under Sections 5.14, 5.15 and 5.17, with or without involvement of the other party. In the event that any of the provisions set forth in this Section 8.2.10 are inconsistent with the covenants, terms and conditions of the Security Instrument, the covenants, terms and conditions of the Security Instrument shall prevail.

**Section 8.2.11 Power of Attorney.** Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender, or an independent contractor selected by Funding Lender, as its true and lawful attorney-in-fact with full power of substitution, for the purposes of completion of the Project and performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents):

- (a) to use any of the funds of Borrower or General Partner, including any balance of the Borrower Loan, as applicable, and any funds which may be held by Funding Lender for Borrower (including all funds in all deposit accounts in which Borrower has granted to Funding Lender a security interest), for the purpose of effecting completion of the construction or rehabilitation, as the case may be, of the Improvements, in the manner called for by the Plans and Specifications;
- (b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;
- (c) to employ any contractors, subcontractors, agents, architects and inspectors required for said purposes;
- (d) to employ attorneys to defend against attempts to interfere with the exercise of power granted hereby;
- (e) to pay, settle or compromise all existing bills and claims which are or may be liens against the Project, the Improvements or the Project, or may be necessary or desirable for the completion of the construction or rehabilitation, as the case may be, of the Improvements, or clearance of objections to or encumbrances on title;
- (f) to execute all applications and certificates in the name of Borrower, which may be required by any other construction contract;



(g) to prosecute and defend all actions or proceedings in connection with the Project and to take such action, require such performance and do any and every other act as is deemed necessary with respect to the completion of the construction or rehabilitation, as the case may be, of the Improvements, which Borrower might do on its own behalf;

(h) to let new or additional contracts to the extent not prohibited by their existing contracts;

(i) to employ watchmen and erect security fences to protect the Project from injury; and

(j) to take such action and require such performance as it deems necessary under any of the bonds or insurance policies to be furnished hereunder, to make settlements and compromises with the sureties or insurers thereunder, and in connection therewith to execute instruments of release and satisfaction.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default, rights and remedies may be pursued pursuant to the terms of the Borrower Loan Documents and the Funding Loan Documents. The parties hereto acknowledge that, among the possible outcomes to the pursuit of such remedies, is the situation where the Funding Lender assignees or designees become the owner of the Project and assume the obligations identified above, and the Borrower Notes, the Borrower Loan and the other Borrower Loan Documents and Funding Loan Documents remain outstanding.

## ARTICLE IX SPECIAL PROVISIONS

### Section 9.1. Sale of Notes and Secondary Market Transaction.

**Section 9.1.1 Cooperation.** Subject to the restrictions of Section 2.4(b) of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Notes and the Funding Loan or participations therein or securitizations of single or multi-class securities (the "**Securities**") secured by or evidencing ownership interests in all or a portion of the Governmental Lender Notes and the Funding Loan (each such sale, assignment and/or securitization, a "**Secondary Market Transaction**"); provided that neither the Borrower nor the Governmental Lender shall incur any third party or other out-of-pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinion required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and shall not materially modify Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is still outstanding:

(a) (i) provide such financial and other information with respect to the Borrower Loan, and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit, and (iii), at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspection, appraisals, surveys, market studies, environmental reviews and reports (Phase I's and, if appropriate, Phase II's), engineering reports and other due



diligence investigations of the Project, as may be reasonably requested from time to time by the Funding Lender or the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a) being called the “**Provided Information**”), together, if customary, with appropriate verification of and/or consents to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer and the Rating Agencies;

(b) make such representations and warranties as of the closing date of any Secondary Market Transaction with respect to the Project, the Borrower, the Borrower Loan Documents and the Funding Loan Documents reasonably acceptable to the Funding Lender or the Servicer, consistent with the facts covered by such representations and warranties as they exist on the date thereof; and

(c) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such amendment does not affect the material economic terms of the Borrower Loan Documents and the Funding Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

**Section 9.1.2 Use of Information.** The Borrower understands that certain of the Provided Information and the required records may be included in disclosure documents in connection with a Secondary Market Transaction, including a prospectus or private placement memorandum (each, a “**Secondary Market Disclosure Document**”), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies and service providers or other parties relating to the Secondary Market Transaction. In the event that the Secondary Market Disclosure Document is required to be revised, the Borrower shall cooperate, subject to Section 9.1.1(c) hereof, with the Funding Lender and the Servicer in updating the Provided Information or required records for inclusion or summary in the Secondary Market Disclosure Document or for other use reasonably required in connection with a Secondary Market Transaction by providing all reasonably requested current information pertaining to the Borrower and the Project necessary to keep the Secondary Market Disclosure Document accurate and complete in all material respects with respect to such matters. The Borrower hereby consents to any and all such disclosures of such information.

**Section 9.1.3 Borrower Obligations Regarding Secondary Market Disclosure Documents.** In connection with a Secondary Market Disclosure Document, the Borrower shall provide, or in the case of a Borrower-engaged third party such as the Manager, cause it to provide, information reasonably requested by the Funding Lender pertaining to the Borrower, the Project or such third party (and portions of any other sections reasonably requested by the Funding Lender pertaining to the Borrower, the Project or the third party). The Borrower shall, if requested by the Funding Lender and the Servicer, certify in writing that the Borrower has carefully examined those portions of such Secondary Market Disclosure Document, pertaining to the Borrower, the Project or the Manager, and such portions (and portions of any other sections reasonably requested and pertaining to the Borrower, the Project or the Manager) do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; provided that the Borrower shall not be required to make any representations or warranties regarding any Provided Information obtained from a third party except with respect to information it provided to such parties. Furthermore, the Borrower hereby indemnifies the Funding Lender, the Governmental Lender and the Servicer for any Liabilities to which any such parties may become subject to the extent such Liabilities arise out of or are based upon the use of the Provided Information in a Secondary Market Disclosure Document; provided that the Borrower shall not provide any



indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

**Section 9.1.4 Borrower Indemnity Regarding Filings.** In connection with filings under the Exchange Act or the Securities Act, the Borrower shall (i) indemnify Funding Lender, the Governmental Lender and the underwriter group for any securities (the “**Underwriter Group**”) and all officials, employees and agents of any of them for any Liabilities to which Funding Lender, the Servicer or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon the omission or alleged omission to state in the Provided Information of a material fact required to be stated in the Provided Information in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading and (ii) reimburse the Funding Lender, the Servicer, the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Servicer or the Underwriter Group in connection with defending or investigating such Liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

**Section 9.1.5 Indemnification Procedure.** Promptly after receipt by an indemnified party under Sections 9.1.3 and 9.1.4 hereof of notice of the commencement of any action for which a claim for indemnification is to be made against the Borrower, such indemnified party shall notify the Borrower in writing of such commencement, but the omission to so notify the Borrower will not relieve the Borrower from any liability that it may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the Borrower. In the event that any action is brought against any indemnified party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by Written Notice delivered to the indemnified party promptly after receiving the aforesaid notice of commencement, to assume the defense thereof with counsel selected by the Borrower and reasonably satisfactory to such indemnified party in its sole discretion. After notice from the Borrower to such indemnified party under this Section 9.1.5, the Borrower shall not be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnified party shall settle or compromise any claim for which the Borrower may be liable hereunder without the prior Written Consent of the Borrower.

**Section 9.1.6 Contribution.** In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.1.4 hereof is for any reason held to be unenforceable by an indemnified party in respect of any Liabilities (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.1.4 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such Liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) the indemnified parties and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. The parties hereto hereby agree that it may not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.



## ARTICLE X MISCELLANEOUS

**Section 10.1. Notices.** All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Loan Document or Funding Loan Document (a “notice”) shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower: Parkside Four Phase II, LP  
c/o Holsten Real Estate Development Corporation  
1020 W. Montrose Avenue  
Chicago, Illinois 60613  
Attn: Peter M. Holsten

and:

c/o Cabrini Green LAC Community Development Corporation  
460 West Division Street  
Chicago, Illinois 60610  
Attention: President

and with a copy to:

**Applegate & Thorne-Thomsen, P.C.**  
**425 South Financial Place, Suite 1900**  
**Chicago, Illinois 60605**  
**Attention: Nicole A. Jackson**

and with a copy to:

Edwin F. Mandel-Legal Aid Clinic  
University of Chicago Law School  
6020 South University Avenue  
Chicago, Illinois 60637  
Attention: Jeff Leslie, Esq.

If to the Governmental Lender: City of Chicago  
Department of Housing and Economic Development  
121 North LaSalle Street, Suite 1006  
Chicago, Illinois 60602  
Attention: Commissioner, Department of Housing and  
Economic Development  
Telephone: (312) 744-9476  
Facsimile: (312) 742-2271



and with a copy to: City of Chicago  
Office of Corporation Counsel  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division  
Telephone: (312) 744-0200  
Facsimile: (312) 744-8538

and with a copy to: City of Chicago  
Office of the City Comptroller's Office  
121 North LaSalle Street, Suite 700  
Chicago, Illinois 60602  
Attention: City Comptroller  
Telephone: (312) 744-7106  
Facsimile: (312) 742-6544

If to Funding Lender: CIBC Bank USA  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Cheryl Wilson, Managing Director

and

Charity & Associates, P.C.  
20 North Clark Street, Suite 1150  
Chicago, Illinois 60602  
Attention: Elvin E. Charity

If to the Funding Lender: Stratford Parkside Chicago Investors Limited Partnership  
c/o Stratford Capital Group LLC  
100 Corporate Place, Suite 404  
Peabody, MA 01960  
Attention: Asset Management – Parkside Four Phase II

And to: Holland & Knight LLP  
10 St. James Ave., 11<sup>th</sup> Floor  
Boston, MA 02116  
Attention: Jonathan I. Sirois, Esq.

If to the Special Limited Partner: Stratford SLP, Inc.  
c/o Stratford Capital Group LLC  
100 Corporate Place, Suite 404  
Peabody, MA 01960  
Attention: Asset Management – Parkside Four Phase II

And to: Holland & Knight LLP  
10 St. James Ave., 11<sup>th</sup> Floor  
Boston, MA 02116  
Attention: Jonathan I. Sirois, Esq.



Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

**Section 10.2. Brokers and Financial Advisors.** The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 10.2 shall survive the expiration and termination of this Borrower Loan Agreement and the repayment of the Borrower Payment Obligations.

**Section 10.3. Survival.** This Borrower Loan Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by the Governmental Lender of the Borrower Loan and the execution and delivery to the Governmental Lender of the Borrower Notes and the assignment of the Borrower Notes to the Funding Lender, and shall continue in full force and effect so long as all or any of the Borrower Payment Obligations is unpaid. All the Borrower's covenants and agreements in this Borrower Loan Agreement shall inure to the benefit of the respective legal representatives, successors and assigns of the Governmental Lender, the Funding Lender and the Servicer.

**Section 10.4. Preferences.** The Governmental Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations. To the extent the Borrower makes a payment to the Governmental Lender or the Servicer, or the Governmental Lender or the Servicer receives proceeds of any collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Servicer.

**Section 10.5. Waiver of Notice.** The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer to the Borrower.

**Section 10.6. Offsets, Counterclaims and Defenses.** The Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by the Funding Lender or the Servicer with respect to a Borrower Loan Payment. Any assignee of Funding Lender's interest in and to the Borrower Loan Documents or the Funding Loan Documents shall



take the same free and clear of all offsets, counterclaims or defenses that are unrelated to the Borrower Loan Documents or the Funding Loan Documents which the Borrower may otherwise have against any assignor of such documents, and no such unrelated offset, counterclaim or defense shall be interposed or asserted by the Borrower in any action or proceeding brought by any such assignee upon such documents, and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Borrower.

**Section 10.7. Publicity.** The Funding Lender and the Servicer (and any affiliates of either party) shall have the right to issue press releases, advertisements and other promotional materials describing the Funding Lender's or the Servicer's participation in the making of the Borrower Loan or the Borrower Loan's inclusion in any Secondary Market Transaction effectuated by the Funding Lender or the Servicer or one of its or their affiliates. All news releases, publicity or advertising by the Borrower or its Affiliates through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Loan Documents, the Borrower Loan, the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

**Section 10.8. Construction of Documents.** The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of construing their meaning against the party that drafted them.

**Section 10.9. No Third Party Beneficiaries.** The Borrower Loan Documents and the Funding Loan Documents are solely for the benefit of the Governmental Lender, the Funding Lender, the Servicer and the Borrower and, with respect to Sections 9.1.3 and 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

**Section 10.10. Assignment.** The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's rights, title, obligations and interests therein may be assigned by the Funding Lender, at any time in its sole discretion, whether by operation of law (pursuant to a merger or other successor in interest) or otherwise. Upon such assignment, all references to Funding Lender in this Borrower Loan Agreement and in any Borrower Loan Document shall be deemed to refer to such assignee or successor in interest and such assignee or successor in interest shall thereafter stand in the place of the Funding Lender. Borrower shall accord full recognition to any such assignment, and all rights and remedies of Funding Lender in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by Funding Lender before such assignment. In connection with any proposed assignment, Funding Lender may disclose to the proposed assignee any information that Borrower has delivered, or caused to be delivered, to Funding Lender with reference to Borrower, General Partner, any Guarantor or any Affiliate of Borrower, or the Project, including information that Borrower is required to deliver to Funding Lender pursuant to this Borrower Loan Agreement, provided that such proposed assignee agrees to treat such information as confidential. The Borrower may not assign its rights, interests or obligations under this Borrower Loan Agreement or under any of the Borrower Loan Documents or Funding Loan Documents, or Borrower's interest in any moneys to be disbursed or advanced hereunder, except only as may be expressly permitted hereby.

**Section 10.11. [Intentionally Omitted].**



**Section 10.12. Governmental Lender, Funding Lender and Servicer Not in Control; No Partnership.** None of the covenants or other provisions contained in this Borrower Loan Agreement shall, or shall be deemed to, give the Governmental Lender, the Funding Lender or the Servicer the right or power to exercise control over the affairs or management of the Borrower, the power of the Governmental Lender, the Funding Lender and the Servicer being limited to the rights to exercise the remedies referred to in the Borrower Loan Documents and the Funding Loan Documents. The relationship between the Borrower and the Governmental Lender, the Funding Lender and the Servicer is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Borrower Loan Documents or the Funding Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Governmental Lender, the Funding Lender or the Servicer or to create an equity in the Project in the Governmental Lender, the Funding Lender or the Servicer. Neither the Governmental Lender, the Funding Lender nor the Servicer undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Project or the Borrower Loan, except as expressly provided in the Borrower Loan Documents or the Funding Loan Documents; and notwithstanding any other provision of the Borrower Loan Documents and the Funding Loan Documents: (1) the Governmental Lender, the Funding Lender and the Servicer are not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members, or partners and the Governmental Lender, the Funding Lender and the Servicer do not intend to ever assume such status; (2) the Governmental Lender, the Funding Lender and the Servicer shall in no event be liable for any the Borrower Payment Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Governmental Lender, the Funding Lender and the Servicer shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Borrower, the Borrower Controlling Entities or its stockholders, members, or partners. The Governmental Lender, the Funding Lender and the Servicer and the Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer and the Borrower, or to create an equity in the Project in the Funding Lender or the Servicer, or any sharing of liabilities, losses, costs or expenses.

**Section 10.13. Release.** The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

**Section 10.14. Term of Borrower Loan Agreement.** This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder have been paid in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for; except that on and after payment in full of the Borrower Notes, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided, however, that the obligations of the Borrower under Sections 5.11 (Governmental Lender's Fees), 5.14 (Expenses), 5.15 (Indemnity), 9.1.3, 9.1.4, 9.1.5, 9.1.6 and 10.15 (Reimbursement of Expenses) hereof, as well as under Section 5.7 of the Construction Funding Agreement, shall survive the termination of this Borrower Loan Agreement.

**Section 10.15. Reimbursement of Expenses.** If, upon or after the occurrence of any Event of Default or Potential Default, the Governmental Lender, the Funding Lender or the Servicer shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower will on demand therefor reimburse the Governmental Lender, the Funding Lender and the Servicer for fees of such attorneys and such other expenses so incurred.

The Borrower's obligation to pay the amounts required to be paid under this Section 10.15 shall be subordinate to its obligations to make payments under the Borrower Notes.



**Section 10.16. Permitted Contests.** Notwithstanding anything to the contrary contained in this Borrower Loan Agreement, Borrower shall have the right to contest or object in good faith to any claim, demand, levy or assessment (other than in respect of Debt or Contractual Obligations of Borrower under any Borrower Loan Document or Related Document) by appropriate legal proceedings that are not prejudicial to Funding Lender's rights, but this shall not be deemed or construed as in any way relieving, modifying or providing any extension of time with respect to Borrower's covenant to pay and comply with any such claim, demand, levy or assessment, unless Borrower shall have given prior Written Notice to the Governmental Lender and the Funding Lender of Borrower's intent to so contest or object thereto, and unless (i) Borrower has, in the Governmental Lender's and the Funding Lender's judgment, a reasonable basis for such contest, (ii) Borrower pays when due any portion of the claim, demand, levy or assessment to which Borrower does not object, (iii) Borrower demonstrates to Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings, (iv) Borrower furnishes such bond, surety, undertaking or other security in connection therewith as required by law, or as requested by and satisfactory to Funding Lender, to stay such proceeding, which bond, surety, undertaking or other security shall be issued by a bonding company, insurer or surety company reasonably satisfactory to Funding Lender and shall be sufficient to cause the claim, demand, levy or assessment to be insured against by the Title Company or removed as a lien against the Project, (v) Borrower at all times prosecutes the contest with due diligence, and (vi) Borrower pays, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, the amount so determined to be due and owing by Borrower. In the event that Borrower does not make, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, any payment required to be made pursuant to clause (vi) of the preceding sentence, an Event of Default shall have occurred, and Funding Lender may draw or realize upon any bond or other security delivered to Funding Lender in connection with the contest by Borrower, in order to make such payment.

**Section 10.17. Funding Lender Approval of Instruments and Parties.** All proceedings taken in accordance with transactions provided for herein, and all surveys, appraisals and documents required or contemplated by this Borrower Loan Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by Funding Lender. Funding Lender's approval of any matter in connection with the Project shall be for the sole purpose of protecting the security and rights of Funding Lender. No such approval shall result in a waiver of any default of Borrower. In no event shall Funding Lender's approval be a representation of any kind with regard to the matter being approved.

**Section 10.18. Funding Lender Determination of Facts.** Funding Lender shall at all times be free to establish independently, to its reasonable satisfaction, the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition of this Borrower Loan Agreement.

**Section 10.19. Calendar Months.** With respect to any payment or obligation that is due or required to be performed within a specified number of Calendar Months after a specified date, such payment or obligation shall become due on the day in the last of such specified number of Calendar Months that corresponds numerically to the date so specified; provided, however, that with respect to any obligation as to which such specified date is the 29th, 30th or 31st day of any Calendar Month: if the Calendar Month in which such payment or obligation would otherwise become due does not have a numerically corresponding date, such obligation shall become due on the first day of the next succeeding Calendar Month.

**Section 10.20. Determinations by Lender.** Except to the extent expressly set forth in this Borrower Loan Agreement to the contrary, in any instance where the consent or approval of the Governmental Lender and the Funding Lender may be given or is required, or where any determination,



judgment or decision is to be rendered by the Governmental Lender and the Funding Lender under this Borrower Loan Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

**Section 10.21. Governing Law.** This Borrower Loan Agreement shall be governed by and enforced in accordance with the laws of the State, without giving effect to the choice of law principles of the State that would require the application of the laws of a jurisdiction other than the State.

**Section 10.22. Consent to Jurisdiction and Venue.** Borrower agrees that any controversy arising under or in relation to this Borrower Loan Agreement shall be litigated exclusively in the State. The state and federal courts and authorities with jurisdiction in the State shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Borrower Loan Agreement. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Beneficiary Parties' right to bring any suit, action or proceeding relating to matters arising under this Borrower Loan Agreement against Borrower or any of Borrower's assets in any court of any other jurisdiction.

**Section 10.23. Successors and Assigns.** This Borrower Loan Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities.

**Section 10.24. Severability.** The invalidity, illegality or unenforceability of any provision of this Borrower Loan Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

**Section 10.25. Entire Agreement; Amendment and Waiver.** This Borrower Loan Agreement contains the complete and entire understanding of the parties with respect to the matters covered. This Borrower Loan Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Borrower Loan Agreement shall be considered as a general waiver. Without limiting the generality of the foregoing, no Disbursement shall constitute a waiver of any conditions to the Governmental Lender's or the Funding Lender's obligation to make further Disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the Funding Lender from thereafter declaring such inability to constitute a Potential Default or Event of Default under this Borrower Loan Agreement.

**Section 10.26. Counterparts.** This Borrower Loan Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

**Section 10.27. Captions.** The captions of the sections of this Borrower Loan Agreement are for convenience only and shall be disregarded in construing this Borrower Loan Agreement.



**Section 10.28. Servicer.** Borrower hereby acknowledges and agrees that, pursuant to the terms of Section 9.27 of the Construction Funding Agreement: (a) from time to time, the Governmental Lender or the Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Borrower Notes, this Borrower Loan Agreement or the other Borrower Loan Documents, and to otherwise service the Borrower Loan and (b) unless Borrower receives Written Notice from the Governmental Lender or the Funding Lender to the contrary, any action or right which shall or may be taken or exercised by the Governmental Lender or the Funding Lender may be taken or exercised by such servicer with the same force and effect.

**Section 10.29. Beneficiary Parties as Third Party Beneficiary.** Each of the Beneficiary Parties shall be a third party beneficiary of this Borrower Loan Agreement for all purposes.

**Section 10.30. Waiver of Trial by Jury.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BORROWER LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

**Section 10.31. Time of the Essence.** Time is of the essence with respect to this Borrower Loan Agreement.

**Section 10.32. Modifications.** Modifications (if any) to this Borrower Loan Agreement ("Modifications") are set forth on Exhibit A attached to this Borrower Loan Agreement. In the event of a Transfer under the terms of the Construction Funding Agreement, some or all of the Modifications to this Borrower Loan Agreement may be modified or rendered void by the Governmental Lender or the Funding Lender at its option by notice to Borrower or such transferee. There are no Modifications to this Borrower Loan Agreement.

**Section 10.33. Reference Date.** This Borrower Loan Agreement is dated for reference purposes only as of the first day of October, 2019, and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined herein) occurs.

## ARTICLE XI LIMITATIONS ON LIABILITY

**Section 11.1. Limitation on Liability.** Notwithstanding anything to the contrary herein, the liability of the Borrower hereunder and under the other Borrower Loan Documents and the Funding Loan Documents shall be limited to the extent set forth in the Borrower Notes.

**Section 11.2. Limitation on Liability of Governmental Lender.** The Funding Loan, and interest thereon, are special, limited obligations of the Governmental Lender, payable solely from the Security pledged under the Funding Loan Agreement. The Funding Loan is not a general indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any personal pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal and interest on the Funding Loan, and the Funding Loan is payable from no source other than the Security, and are special,



limited obligations of the Governmental Lender, payable solely out of the Security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement (and not against any money due or to become due to the Governmental Lender pursuant to the exercise or enforcement of Unassigned Rights). No holder of the Funding Loan or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Funding Loan or the interest thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Funding Loan or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official of the Governmental Lender, or any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing this Borrower Loan Agreement. No covenant, stipulation, promise, agreement or obligation contained in this Borrower Loan Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing this Borrower Loan Agreement shall be liable personally or be subject to any personal liability or accountability by reason of this Borrower Loan Agreement.

**Section 11.3. Waiver of Personal Liability.** No member, officer, agent or employee of the Governmental Lender or any director, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Governmental Lender Notes or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

**Section 11.4. Limitation on Liability of Funding Lender's Officers, Employees, Etc.**

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender (except to the extent that such acts or omissions constitute gross negligence or willful misconduct), provided, however, this assumption is not intended to, and shall not, preclude Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender and the Funding Lender, nor the other Beneficiary Parties or their respective officers, directors, employees or agents shall be liable or responsible for (i) for any acts or omissions of the Governmental Lender and the Funding Lender; or (ii) the validity, sufficiency or genuineness of any documents, or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance in light of such notice or information constitutes gross negligence or willful misconduct on the part of the Governmental Lender and the Funding Lender.

(b) None of the Governmental Lender the Funding Lender, the other Beneficiary Parties or any of their respective officers, directors, employees or agents shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with the Project. The Governmental Lender and the Funding Lender shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or others or against the Project. Borrower is not and shall not be an agent of the Governmental Lender and the Funding Lender for any purpose. Neither the



Governmental Lender nor the Funding Lender is a joint venture partner with Borrower in any manner whatsoever. Prior to default by Borrower under this Borrower Loan Agreement and the exercise of remedies granted herein, the Governmental Lender and the Funding Lender shall not be deemed to be in privity of contract with any contractor or provider of services to the Project, nor shall any payment of funds directly to a contractor, subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by the Governmental Lender and the Funding Lender. Approvals granted by the Governmental Lender and the Funding Lender for any matters covered under this Borrower Loan Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of Borrower.

(c) Any obligation or liability whatsoever of the Governmental Lender and the Funding Lender that may arise at any time under this Borrower Loan Agreement or any other Borrower Loan Document shall be satisfied, if at all, out of the Funding Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the Project or any of the Governmental Lender's or the Funding Lender's shareholders (if any), directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

**Section 11.5. Delivery of Reports, Etc.** The delivery of reports, information and documents to the Governmental Lender and the Funding Lender as provided herein is for informational purposes only and the Governmental Lender's and the Funding Lender's receipt of such shall not constitute constructive knowledge of any information contained therein or determinable from information contained therein. The Governmental Lender and the Funding Lender shall have no duties or responsibilities except those that are specifically set forth herein, and no other duties or obligations shall be implied in this Borrower Loan Agreement against the Governmental Lender and the Funding Lender.

**IN WITNESS WHEREOF**, the undersigned has duly executed and delivered this Borrower Loan Agreement or caused this Borrower Loan Agreement to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

**BORROWER:**

**PARKSIDE FOUR PHASE II, LP,**  
an Illinois limited partnership

By: **PARKSIDE FOUR II, LLC,**  
an Illinois limited liability company  
Its general partner

By: **Parkside Associates, LLC,**  
an Illinois limited liability company,  
its sole member

By: **Holsten Real Estate Development Corporation,**  
an Illinois corporation,  
a member



10/16/2019

REPORTS OF COMMITTEES

6981

By: \_\_\_\_\_  
Name: Peter M. Holsten  
Title: President

By: Cabrini Green LAC Community Development  
Corporation, an Illinois not-for-profit  
corporation, a member

By: \_\_\_\_\_  
Name: Carol Steele  
Title: President

**GOVERNMENTAL LENDER:  
CITY OF CHICAGO**

By: \_\_\_\_\_  
Name: Jennie Huang Bennett  
Title: Chief Financial Officer

[SEAL]

Attest:

By: \_\_\_\_\_  
Name: Anna M. Valencia  
Title: City Clerk

Agreed to and Acknowledged by:

**FUNDING LENDER:  
CIBC BANK USA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Sub)Exhibit "A" referred to in this Borrower Loan Agreement with Parkside Four Phase II L.P. reads as follows:

*(Sub)Exhibit "A".*  
(To Borrower Loan Agreement With  
Parkside Four Phase II L.P.)

*Section 10.32 Modifications.*

None.



*Exhibit "D".  
(To Ordinance)*

*Land-Use Restriction Agreement With  
Parkside Four Phase II L.P.*

**THIS LAND USE RESTRICTION AGREEMENT** (this "**Agreement**"), entered into as of October 1, 2019, between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "**Issuer**"), and **PARKSIDE FOUR PHASE II, LP** an Illinois limited partnership (the "**Owner**"),

**WITNESSETH:**

WHEREAS, pursuant to a Funding Loan Agreement, dated as of October 1, 2019 (the "**Funding Loan Agreement**") between the Issuer and CIBC Bank USA, an Illinois state chartered bank. (the "**Funding Lender**") and an ordinance adopted by the Issuer on September \_\_, 2019 (the "**Ordinance**"), the Funding Lender will advance funds (the "**Funding Loan**") in an aggregate principal amount not to exceed Thirty Million and 00/100 Dollars (\$30,000,000) and the Issuer will issue, sell and deliver its \$[16,579,519] Multi-Family Housing Revenue Note, Series 2019A (Parkside Four Phase II) (the "**Series 2019A Note**") and its \$[11,538,417] Multi-Family Housing Revenue Note, Series 2019B (Parkside Four Phase II) (the "**Series 2019B Note**" and, collectively with the Series 2019A Note, the "**Notes**") evidencing the obligation to repay the Funding Loan; and

WHEREAS, the proceeds derived from the issuance and sale of the Notes have been lent by the Issuer to the Owner pursuant to the a loan agreement of even date herewith (the "**Borrower Loan Agreement**"), between the Issuer and the Owner for the purpose of financing a portion of the costs of acquiring, rehabilitating, constructing and equipping approximately 102 units, 66 of which will be affordable units (including 2 units which will be for Chicago Housing Authority tenants with incomes at or below 80% of area median income, under the Rental Assistance Demonstration Program) and approximately 36 of which will be unrestricted units (together with related common areas along with parking lot facilities, the "**Project**"), which includes all rights and interests of the Owner in common areas in such buildings and on the related site, the "**Units**"), located on the site described in Exhibit A hereto (the "**Site**"),

WHEREAS, the Units will be leased primarily to low- and moderate-income tenants, with 36 Units expected to be unrestricted, market-rate Units; and

WHEREAS, the Site is currently owned by the Chicago Housing Authority (the "**CHA**"), and, upon issuance of the Notes, a leasehold interest will be assigned to the Owner; and

WHEREAS, the Owner will construct the Units on the Site and will own the Units; and

WHEREAS, in order to assure the Issuer and the Funding Lender that interest on the Notes will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Project under the Code must be established;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Owner and the Issuer agree as follows:



**Section 1. Term of Restrictions.**

(a) **Occupancy Restrictions.** The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least 10% of the Units are first occupied following completion of such Units and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the Units in the Project are first occupied; (ii) the first date on which no tax-exempt note or bond (including any refunding note or bond) issued with respect to the Project is outstanding (treating, for such purpose, the Project as being financed in part by all Notes); or (iii) the date on which any housing assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred with respect to the Project as the "**Qualified Project Period**").

(b) **Rental Restrictions.** The Rental Restrictions with respect to the Project set forth in Section 4 hereof shall remain in effect during the Qualified Project Period.

(c) **Involuntary Loss or Substantial Destruction.** The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency (with respect to the Project) after the date of delivery of the Notes, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions (with respect to the Project), or condemnation or similar event (with respect to the Project), but only if, within a reasonable time, (i) all of the Notes are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (selected by the Issuer) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions applicable to the Project as a result of such involuntary loss or substantial destruction resulting from an unforeseen event with respect to the Project will not adversely affect the exclusion of the interest on the Notes from the gross incomes of the owners thereof for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period with respect to the Project subsequent to such event the Owner or any Affiliated Party (as hereinafter defined) obtains an ownership interest in the Project for federal income tax purposes. "**Affiliated Party**" means a person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code; or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50%" shall be substituted for "at least 80%" each place it appears therein).

(d) **Termination.** This Agreement shall terminate with respect to the Project upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions with respect to the Project, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer and the Owner of an opinion of nationally recognized bond counsel (selected by the Issuer) to the effect that continued compliance of the Project with the Rental Restrictions and the Occupancy Restrictions applicable to the Project is not required in order for interest on the Notes to remain excludible from gross income for federal income tax purposes.



(e) **Certification.** Upon termination of this Agreement, the Owner and the Issuer shall execute and cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated.

(f) **Encumbrance of Fee.** In furtherance of enforcing compliance with the provisions of Section 142(d) of the Code and Section 1.103-8(b) of the Regulations applicable to this Agreement, unless the provisions of paragraph (c) or (d) above apply to the Project resulting in a termination of the restrictions set forth herein, such restrictions shall continue to apply to the Project following the termination of the Owner's or any other party's leasehold estate therein, whether or not the Project is thereafter released by the Issuer.

**Section 2. Project Restrictions.** The Owner represents, warrants and covenants that:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "**Regulations**") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) The Project is being acquired, leased, constructed and equipped for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder applicable to the Project continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) Substantially all (not less than 95%) of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures, of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)-(B) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). If any such building or structure contains fewer than five (5) units, no unit in such building or structure shall be Owner-occupied.

(d) None of the Units in the Project will at any time be used on a transient basis, nor will the Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis; nor shall any portion of the Project be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services; provided, however that nothing herein shall be understood to prohibit single room occupancy units occupied under month to month leases.

(e) All of the Units in the Project will be leased or rented, or available for lease or rental, on a continuous basis to members of the general public (other than (i) Units for resident managers or maintenance personnel, (ii) Units for Qualifying Tenants as provided for in Section 3 hereof, and (iii) Units which may be rented under the Section 8 assistance program, which units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a Unit in the Project shall be required to execute a written lease with a stated term of not less than 30 days nor more than one year.



(f) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, etc.) which are included as part of the Project, will be of a character and size commensurate with the character and size of the Project and will be made available to all tenants in the Project on an equal basis; fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (i.e., within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(g) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of the Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

**Section 3. Occupancy Restrictions.** The Owner represents, warrants and covenants with respect to the Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to the Project at least **40%** of the completed Units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "**Qualifying Tenants**" means individuals or families whose aggregate adjusted incomes do not exceed **60%** of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as **Exhibit B** (the "**Income Certification**") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver the Income Certification; *provided, however*, that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.



(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit, provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination, and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) The lease to be utilized by the Owner in renting any Unit in the Project to a prospective Qualifying Tenant shall provide for termination of the lease and consent by such person to eviction following 30 days' written notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualified Tenant.

(g) All Income Certifications will be maintained on file at the Project as long as any Notes are outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a Unit in the Project during the period the restrictions hereunder are applicable, and the Owner will, promptly upon receipt, file a copy thereof with the Issuer.

(h) On the first day of the Qualified Project Period with respect to the Project on the fifteenth days of January, April, July and October of each year during the Qualified Project Period with respect to the Project, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a Unit in the Project, the Owner will submit to the Issuer a "Certificate of Continuing Program Compliance," in the form attached hereto as Exhibit C executed by the Owner with respect to the Project.

(i) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) with respect to the Project, an annual certification on Form 8703 as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code.

**Section 4. Rental Restrictions.** The Owner represents, warrants and covenants with respect to the Project, that once available for occupancy, each Unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) Units for resident managers or maintenance personnel, (b) Units for Qualifying Tenants as provided for in Section 3 hereof, and (c) Units which may be rented under the Section 8 assistance program, which Units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements). If a Housing Assistance Payments Contract is subsequently entered into with respect to the Project under the Section 8 assistance program, in administering the restrictions hereunder with respect to the Project, the Owner will comply with all Section 8 requirements.

**Section 5. Transfer Restrictions.** The Owner covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to any portion of the Project (a "Transfer") shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project, unless the transferee pursuant to the Transfer assumes in writing (the "Assumption Agreement"), in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Owner with respect to such portion of the Project, including those contained in this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the



event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project. The Owner shall deliver the Assumption Agreement to the Issuer at least 30 days prior to a proposed Transfer. This Section 5 shall not apply to any involuntary transfer pursuant to Section 1(c) hereof. This Section shall not be deemed to restrict the transfer of any partnership interest in the Owner or a transfer by foreclosure or deed in lieu of foreclosure.

**Section 6. Enforcement.**

(a) The Owner shall permit all duly authorized representatives of the Issuer to inspect any books and records of the Owner regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer, which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer and the Owner each covenant that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, each covenants to take any lawful action within its control (including amendment of this Agreement as may be necessary in the opinion of nationally recognized bond counsel selected by the Issuer) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Owner covenants and agrees to inform the Issuer by written notice of any violation of its obligations hereunder within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer within the period of time specified by either the Issuer, which shall be (i) the lesser of (A) 60 days after the effective date of any notice to or from the Owner, or (B) 75 days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (ii) such longer period as may be necessary to cure such violation, provided bond counsel (selected by the Issuer) of nationally recognized standing in matters pertaining to the exclusion of interest on municipal bonds from gross income for purposes of federal income taxation issues an opinion that such extension will not result in the loss of such exclusion of interest on the Notes, without further notice, the Issuer shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer shall apply to any, court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner and the Issuer each acknowledge that the primary purposes for requiring compliance with the restrictions provided in this Agreement are to preserve the exclusion of interest on the Notes from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Notes, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.



(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the Issuer from exercising any remedies it might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder.

(h) Notwithstanding anything to the contrary contained herein, the Issuer hereby agrees that any cure of any default made or tendered by one or more of the Owner's partners shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

**Section 7. Covenants to Run with the Land.** The Owner hereby subjects the Project, the Site and the Units to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Project, the Units, and the Site, throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project, the Units or the Site, or any portion thereof or interest therein (excluding any transferee of a partnership interest in the Owner), shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

**Section 8. Recording.** The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

**Section 9. Agents of the Issuer.** The Issuer shall have the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon written request, certify in writing to the other party hereto any such agency appointment.

**Section 10. No Conflict with Other Documents.** The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

**Section 11. Interpretation.** Any capitalized terms not defined in this Agreement shall have the same meaning as terms defined in the Funding Loan Agreement, the Borrower Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

**Section 12. Amendment.** Subject to any restrictions set forth in the Funding Loan Agreement, this Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof.

**Section 13. Severability.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.



**Section 14. Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be given as provided for in Section 11.1 of the Funding Loan Agreement.

**Section 15. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and where applicable, the laws of the United States of America.

**Section 16. Limited Liability of Owner.** Notwithstanding any other provision or obligation stated in or implied by this Agreement to the contrary, any and all undertakings and agreements of the Owner contained herein shall not (other than as expressly provided hereinafter in this paragraph) be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner of the Owner, and no recourse (other than as expressly provided hereinafter in this paragraph) shall be had against the property of the Owner or any past, present or future partner of the Owner, personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or any document executed or delivered by or on behalf of the Owner pursuant hereto or in connection herewith, or for any claim based thereon. It is expressly understood and agreed that the Issuer and the registered owners of the Notes, and their respective successors and assigns, shall have the right to sue for specific performance of this Agreement and to otherwise seek equitable relief for the enforcement of the obligations and undertakings of the Owner hereunder, including, without limitation, obtaining an injunction against any violation of this Agreement or the appointment of a receiver to take over and operate all or any portion of the Project in accordance with the terms of this Agreement. This Section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Jennie Huang Bennett, Chief Financial Officer

(SEAL)

ATTEST:

\_\_\_\_\_  
Anna M. Valencia, City Clerk



Acknowledged and agreed to:

**PARKSIDE FOUR PHASE II, LP,**  
an Illinois limited partnership

By: PARKSIDE FOUR II, LLC,  
an Illinois limited liability company  
Its general partner

By: Parkside Associates, LLC,  
an Illinois limited liability company,  
its sole member

By: Holsten Real Estate Development  
Corporation, an Illinois corporation,  
a member

By: \_\_\_\_\_  
Name: Peter M. Holsten  
Title: President

By: Cabrini Green LAC Community  
Development Corporation,  
an Illinois not-for-profit corporation,  
a member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President



(STATE OF ILLINOIS )

) ss:

COUNTY OF COOK )

BEFORE ME, the undersigned authority, on this day personally appeared JENNIE HUANG BENNETT and ANNA M. VALENCIA, the CHIEF FINANCIAL OFFICER and CITY CLERK, respectively, of the CITY OF CHICAGO, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Issuer.

GIVEN UNDER MY HAND and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Illinois

My commission expires on:

\_\_\_\_\_



STATE OF ILLINOIS     )  
                                  ) ss  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Peter M. Holsten, personally known to me to be the president of Holsten Real Estate Development Corporation, an Illinois corporation, a member of Parkside Associates, LLC, an Illinois limited liability company ("Parkside"), the sole member of Parkside Four II, LLC, an Illinois limited liability company (the "General Partner"), the general partner of Parkside Four Phase II, LP, an Illinois limited partnership (the "Partnership"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by the members of Parkside, on behalf of the General Partner, as the free and voluntary act of such person, and as the free and voluntary act and deed of the General Partner and the Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires on:

\_\_\_\_\_



STATE OF ILLINOIS     )  
   ) ss  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the president of Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation, a member of Parkside Associates, LLC, an Illinois limited liability company ("Parkside"), the sole member of Parkside Four II, LLC, an Illinois limited liability company (the "General Partner"), the general partner of Parkside Four Phase II, LP, an Illinois limited partnership (the "Partnership"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, she signed and delivered the said instrument, pursuant to authority given by the members of Parkside, on behalf of the General Partner, as the free and voluntary act of such person, and as the free and voluntary act and deed of the General Partner and the Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 Notary Public

(SEAL)

My commission expires on:

\_\_\_\_\_

[(Sub)Exhibit "A" referred to in this Land-Use Restriction Agreement  
 With Parkside Four Phase II L.P. constitutes Exhibit "F"  
 to ordinance printed on page 7067 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this Land-Use Restriction Agreement with Parkside Four Phase II L.P. reads as follows:



(Sub)Exhibit "B".  
(To Land-Use Restriction Agreement With  
Parkside Four Phase II L.P.)

*Income Computation And Certification\*.*

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of October 1, 2019, among the City of Chicago and Parkside Four Phase II L.P., an Illinois limited partnership, (the "Owner").

Re: Parkside Four Phase II Project  
Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

Name Of Members Of The Household	Relationship To Head Of Household	Age	Social Security Number	Place Of Employment
_____	HEAD	_____	_____	_____
_____	SPOUSE	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\*\*6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., \_\_\_\_\_) is \$\_\_\_\_\_. Included in the total anticipated income listed above are:

\_\_\_\_\_

\* The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor.

\*\* Editor's Note: Numbering sequence error 1, 2, 3, 4 and 5 missing from original document.



(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulation; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(c) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.



Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payment received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the same period of time);

(l) compensation from state or local employment training programs in training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;



(m) reparations payment paid by a foreign government pursuant to claims filed under the laws of that government for persons who were persecuted during the Nazi era;

(n) earnings in excess of \$480 for each full-time student, 18 years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of \$480 per adopted child;

(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

#### 7. Assets.

(a) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in a housing cooperative unit or in a manufactured home in which such family resides, and interests in Indian trust land)?

\_\_\_\_ Yes \_\_\_\_ No

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value?

\_\_\_\_ Yes \_\_\_\_ No

(b) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000?

\_\_\_\_ Yes \_\_\_\_ No



(c) If the answer to (b) above is yes, state:

(i) the total value of all such assets: \$\_\_\_\_\_;

(ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: \$\_\_\_\_\_; and

(iii) the amount of such income, if any, that was included in Item 6 above: \$\_\_\_\_\_.

8. Full-time Students.

(a) Are all of the individuals who propose to reside in the unit full-time students?

\_\_\_\_\_ Yes \_\_\_\_\_ No

A full-time student is an individual enrolled as a full-time student (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended) during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to, 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return?

\_\_\_\_\_ Yes \_\_\_\_\_ No

9. Relationship To Project Owner. Neither myself nor any other occupant of the unit I/we propose to rent is the Owner, has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. Reliance. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on obligations issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such obligations, the holders



of such obligations, any fiduciary acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

12. Misrepresentation. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Illinois.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

[Signature of all persons over the age of 18 years listed in 2 above required.]

Subscribed and sworn before me this  
\_\_\_\_ day of \_\_\_\_\_.

[Notary Seal]

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



## For Completion By Apartment Owner Only:

## 1. Calculation of eligible income:

- a. Enter amount entered for entire household in 6 above: \$\_\_\_\_\_
- b. (1) if the amount entered in 7(c)(i) above is greater than \$5,000, enter the total amount entered in 7(c)(ii), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$\_\_\_\_\_);
- (2) multiply the amount entered in 7(c)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(c)(ii) would be if invested in passbook savings (\$\_\_\_\_\_), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$\_\_\_\_\_); and
- (3) enter at right the greater of the amount calculated under (1) or (2) above: \$\_\_\_\_\_.
- c. Total Eligible Income (Line 1.a plus line 1.b(3)): \$\_\_\_\_\_.

## 2. The amount entered in 1.c is:

- \_\_\_\_\_ Less than 80 percent of Median Gross Income for Area\*\*.
- \_\_\_\_\_ More than 80 percent of Median Gross Income for the Area\*\*\*.

## 3. Number of apartment unit assigned: \_\_\_\_\_

Bedroom Size: \_\_\_\_\_ Rent: \$\_\_\_\_\_

---

\*\* "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(0)(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

\*\*\* See footnote 2.



4. The last tenants of this apartment unit for a period of 31 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 80 percent of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

\_\_\_\_\_ Employer income verification.

\_\_\_\_\_ Copies of tax returns.

\_\_\_\_\_ Other (\_\_\_\_\_)

\_\_\_\_\_  
Owner or Manager

*Income Verification.*  
(For Employed Persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages	_____
Overtime	_____
Bonuses	_____
Commissions	_____
Total current income	_____



I hereby certify that the statements above are true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

I hereby grant you permission to disclose my income to Parkside Phase IIB L.P., an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in one of its projects which has been financed by the City of Chicago.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please send to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Income Verification.  
(For Self-Employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



*(Sub)Exhibit "C".*  
(To Land-Use Restriction Agreement With  
Parkside Four Phase II L.P.)  
*Certificate Of Continuing Program Compliance.*

The undersigned, on behalf of Parkside Four Phase II L.P., an Illinois limited partnership (the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land-Use Restriction Agreement, dated as of October 1, 2019 (the "Land-Use Restriction Agreement"), between the City of Chicago and the Owner. All capitalized terms used herein shall have the meanings given in the Land-Use Restriction Agreement.

2. Based on Certificates of Tenant Eligibility on file with the Owner, as of the date of this Certificate the following number of completed Units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land-Use Restriction Agreement), or (ii) were previously occupied by Lower-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants\*\*\*\*: \_\_\_\_\_ Number of Units

Previously occupied by Qualifying Tenants  
(vacant and not reoccupied except for a  
temporary period of no more than 31 days): \_\_\_\_\_ Number of Units

3. The total number of completed Units in the Project is \_\_\_\_\_.

4. The total number in 2 is at least 40 percent of the total number in 3 above.

5. No Event of Default (as defined in the Land-Use Restriction Agreement) has occurred and is subsisting under the Land-Use Restriction Agreement, except as set forth in Schedule A attached hereto.

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\*\*\*\* A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return.



Parkside Four Phase II L.P.,  
an Illinois limited partnership

By: Parkside Four II LLC,  
an Illinois limited liability  
company, its general partner

By: Parkside Associates LLC,  
an Illinois limited liability company,  
its sole member

By: Holsten Real Estate  
Development Corporation,  
an Illinois corporation,  
a member

By: \_\_\_\_\_

Name: Peter M. Holsten

Title: President

By: Cabrini Green LAC Community  
Development Corporation,  
an Illinois not-for-profit corporation,  
a member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President



*Exhibit "E".  
(To Ordinance)*

*Parkside Four Phase II Rental Project Redevelopment Agreement.*

This Parkside Four Phase II Rental Project Redevelopment Agreement (the "**Agreement**") is made as of this [ ] day of [ ], 2019, by and among the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), and Parkside Four Phase II, LP, an Illinois limited partnership ("**Rental Owner**"), and Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("**LAC**").

**RECITALS**

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

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

**C. City Council Authority:** To induce redevelopment pursuant to the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on July 30, 1997: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Near North Redevelopment Project Area" (the "**Plan Adoption Ordinance**"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Near North Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Near North Redevelopment Project Area" (the "**TIF Adoption Ordinance**") (items(1)-(3) collectively referred to herein as the "**TIF Ordinances**"). The Redevelopment Area (as defined below) is legally described in Exhibit A.

**D. The Project:** Parkside Associates, LLC, an Illinois limited liability company, ("**Parkside**") of which Holsten Real Estate Development Corporation ("**Holsten**") and LAC are members, previously entered into a Contract for Redevelopment of Cabrini-Green Extension North dated September 29, 2005 (as amended, the "**CHA Redevelopment Agreement**") with the Chicago Housing Authority ("**CHA**") and Daniel E. Levin and The Habitat Company LLC, not personally but in their former official capacity as Receiver for CHA, for the construction by Parkside and other entities formed by Parkside of approximately 718 housing units, including replacement public housing, on sites located within the Near North Tax Increment Financing Redevelopment Project Area (the "**Redevelopment Area**"). The project contemplated by this Redevelopment Agreement is for the construction of approximately 102 of those units on sites bounded generally by North Larrabee Street on the west, West Elm Street on the north, North Cambridge Avenue on the east and West Hobbie Street on the south, in the Redevelopment Area (the "**Property**"). CHA will lease the Property to LAC which will assign the ground lease to Rental Owner, subject to certain regulatory restrictions. The Property is approximately \_\_\_\_ acres, and is located wholly within the Redevelopment Area. A legal description of the Property is stated in Exhibit B-1. The Property is currently undeveloped and subject to the zoning requirements stated in Residential-Business Planned District No. 1006 (including any approved



(f) Any functionally related and subordinate facilities (*e.g.*, parking areas, swimming pools, tennis courts, etc.) which are included as part of the Project, will be of a character and size commensurate with the character and size of the Project and will be made available to all tenants in the Project on an equal basis; fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (*i.e.*, within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(g) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of the Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

**Section 3. Occupancy Restrictions.** The Owner represents, warrants and covenants with respect to the Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to the Project at least **40%** of the completed Units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "**Qualifying Tenants**" means individuals or families whose aggregate adjusted incomes do not exceed **60%** of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as **Exhibit B** (the "**Income Certification**") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver the Income Certification; *provided, however*, that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.



12. Insurance	L	Escrow Agreement
13. Indemnification	M	Prior TIF Obligations
14. Maintaining Records/Right to Inspect	N	Form of Certificate of Completion
15. Defaults and Remedies		
16. Mortgaging of the Project		(An asterisk (*) indicates which exhibits are to be recorded.)
17. Notice		
18. Miscellaneous		

## SECTION TWO: DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals the following terms shall have the meanings stated below:

**"Act"** has the meaning defined in the recitals.

**"Actual Residents of the City"** has the meaning defined for such phrase in Section 10.02(c).

**"Affiliate"** means any individual, corporation, partner, partnership, trust or entity which owns or controls a controlling interest, or is owned or controlled by, or is under common ownership or control with, in whole or in part, a Developer Party or any successor to a Developer Party or its respective subsidiary(ies) or parent(s).

**"Agreement"** has the meaning defined in the Agreement preamble.

**"AMI"** shall mean Chicago-area median income, adjusted for family (as defined in 24 C.F.R. Part 5.403) size, as determined from time to time by HUD.

**"Annual Compliance Report"** shall mean a signed report from the Rental Owner to the City (a) itemizing each of the Developer Parties' obligations under this Agreement during the preceding calendar year, (b) certifying the Developer Parties' compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer Parties are not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) delivery of Financial Statements and unaudited financial statements (Section 8.12); (2) delivery of updated insurance certificates, if applicable (Section 8.13); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.14); (4) compliance with the Affordability Requirements (Section 8.19); and (5) compliance with all other executory provisions of the RDA.

**"Available Incremental Taxes"** means an amount equal to 90% of the Incremental Taxes (as defined below) deposited in the Redevelopment Project Area Special Tax Allocation Fund (as defined below) attributable to the taxes levied on property in the Redevelopment Area, using the year 1997 as a base year for equalized assessed valuation.

**"Available Project Funds"** has the meaning defined for such phrase in Section 4.08(g).

**"Bonds"** has the meaning defined in Section 8.05.



**"Business Day"** means any day other than Saturday, Sunday or a legal holiday in the State.

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

**"CHA-RAD LIHTC Units"** shall mean the 33 residential units in the Project which shall be leased to CHA Residents by the Rental Owner, and subject to the requirements of Section 42 of the Internal Revenue Code of 1986, as amended.

**"CHA-RAD Units"** shall mean the 2 residential units in the Project which shall be leased to CHA Residents by the Rental Owner, but not governed by Section 42 of the Internal Revenue Code of 1986, as amended.

**"CHA Residents"** shall mean tenants converting from "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended, to assistance under Section 8 of the aforesaid Act in accordance with the Rental Assistance Demonstration ("RAD") Program authorized by the Consolidated and Further Continuing Appropriations Act of 2012, as such laws may hereafter be amended from time to time or any successor legislation, together with all regulations implementing the same.

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

**"CIBC"** means CIBC Bank USA and its successors and assigns.

**"City"** has the meaning defined in the Agreement preamble.

**"City Contract"** has the meaning defined in Section 8.01(o).

**"City Council"** means the City Council of the City of Chicago as defined in the recitals.

**"City Funds"** means the funds described in Section 4.03(b).

**"City Group Member"** has the meaning defined in Section 8.10.

**"City Regulatory Agreement"** means that certain Regulatory Agreement entered into on the date hereof by Rental Owner and the City.

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

**"Construction Contract"** means collectively those certain contracts substantially in the form of Exhibit E, to be entered into between Rental Owner and the General Contractor (as defined below) providing for construction of the TIF-Funded Improvements.

**"Construction Program"** has the meaning defined in Section 10.03.

**"Corporation Counsel"** means the City's Office of Corporation Counsel.



**"Davis-Bacon Act"** shall mean 40 U.S.C. Section 276a et seq.

**"Developer Parties"** means, collectively, the Rental Owner, and LAC; **"Developer Party"** means any one of the Developer Parties.

**"DPD"** has the meaning defined in the Agreement preamble.

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

**"Employer(s)"** has the meaning defined in Section 10.01.

**"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 of Chicago, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

**"Equity"** means funds of Developer Parties (other than funds derived from Lender Financing (as defined below)) available for the Project, in the amount stated in Exhibit K attached hereto, which amount may be increased under Section 4.06 (Cost Overruns) or Section 4.03(b).

**"Escrow Agreement"** means that certain Escrow Agreement entered into on the date hereof by the City, Developer Parties, lenders providing Lender Financing and other parties, in substantially the form attached as Exhibit L.

**"Event of Default"** has the meaning defined in Section 15.01.

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

**"Existing Mortgages"** has the meaning defined in Section 16.01.

**"Financial Statements"** means, for each of Rental Owner and LAC, the financial statements of such Developer Party regularly prepared by such Developer Party, and including, but not limited to, a balance sheet, income statement and cash-flow statement, in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods, and which are delivered to the lender(s) providing Lender Financing pursuant to Rental Owner's loan agreement(s), if any.



**"General Contractor"** means the general contractor(s) hired by Rental Owner under Section 6.01.

**"Governmental Charge"** has the meaning defined in Section 8.18(a).

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

**"HUD"** shall mean the U.S. Department of Housing and Urban Development.

**"Human Rights Ordinance"** has the meaning defined in Section 10.01(a).

**"In Balance"** has the meaning defined in Section 5.16(g).

**"Incremental Taxes"** means such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to, and when collected are paid to, the Treasurer of the City for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs (as defined below) and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the Redevelopment Project Area Special Tax Allocation Fund.

**"Indemnitee"** and **"Indemnitees"** have the respective meanings defined in Section 13.01.

**"Lender Financing"** means funds borrowed by Rental Owner from lenders and available to pay for costs of the Project, in the amount stated in Exhibit K, if any.

**"Limited Partner"** means Stratford Parkside Chicago Investors Limited Partnership or another affiliate of Stratford Capital Group LLC and its successors and assigns.

**"MBE(s)"** has the meaning defined in Section 10.03.

**"MBE/WBE Budget"** shall mean the budget attached hereto as Exhibit C-2, as described in Section 10.03.

**"MBE/WBE Program"** has the meaning defined in Section 10.03.

**"Municipal Code"** means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

**"New Mortgage"** has the meaning defined in Section 16.01.

**"NFRL"** shall mean a No Further Remediation Letter issued pursuant to the SRP.

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

**"PD"** has the meaning defined in the recitals.



**"Permitted Liens"** means those liens and encumbrances against the buildings in the Project and/or the Project stated in Exhibit G.

**"Permitted Mortgage"** has the meaning defined in Section 16.01.

**"Plans and Specifications"** means final construction documents containing a site plan and working drawings and specifications for the Project.

**"Prior Expenditure(s)"** has the meaning defined in Section 4.05.

**"Procurement Program"** has the meaning defined in Section 10.03.

**"Project"** has the meaning defined in the recitals.

**"Project Budget"** shall mean the budget attached hereto as Exhibit C-1, showing the total cost of the Project by line item, furnished by Rental Owner to DPD, in accordance with Section 3.03 hereof.

**"Property"** has the meaning defined in the recitals.

**"Redevelopment Area"** has the meaning defined in the recitals.

**"Redevelopment Plan"** has the meaning defined in the recitals.

**"Redevelopment Project Area Special Tax Allocation Fund"** means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes (as defined below) will be deposited.

**"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 stated in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

**"Rental Owner"** has the meaning defined in the Agreement preamble.

**"Requisition Form"** shall mean the document, in the form attached hereto as Exhibit L, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

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

**"Site Plan"** has the meaning defined in the recitals.

**"SRP"** means the State of Illinois Site Remediation Program, as codified at 415 ILCS 5/58, et seq., as amended from time to time.

**"State"** means the State of Illinois as defined in the recitals.

**"Survey"** means a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, 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).

**"Term of the Agreement"** means the period of time commencing on the Closing Date and ending [December 31, 2021], such date being the date on which the Redevelopment Area is no longer in effect.

**"TIF Adoption Ordinance"** has the meaning stated in the recitals.

**"TIF Bonds"** has the meaning defined for such term in the recitals.

**"TIF Bond Ordinance"** has the meaning stated in the recitals.

**"TIF Bond Proceeds"** has the meaning stated in the recitals.

**"TIF Ordinances"** has the meaning stated in the recitals.

**"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, as needed, subject to the terms of this Agreement, and (iv) are stated in Exhibit D.

**"Title Company"** means Greater Illinois Title Company.

**"Title Policy"** means a leasehold title insurance policy in the most recently revised ALTA or equivalent form, showing Rental Owner 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 Project related to Lender Financing, if any, issued by the Title Company.

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

**"WBE(s)"** has the meaning defined in Section 10.03.

### SECTION THREE: THE PROJECT

3.01 **The Project.** Developer Parties shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) begin redevelopment construction no later than [ninety days] after the Closing Date; and (ii) complete redevelopment construction no later than the [third anniversary] of the Closing Date, subject to the provisions of Section 18.16 (Force Majeure).

3.02 **Scope Drawings and Plans and Specifications.** Rental Owner has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved them. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 will be submitted to DPD as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications will at all times conform to the Redevelopment Plan as in effect on the date of this Agreement, and all applicable Federal, State and local laws, ordinances and regulations. Developer Parties will submit all necessary documents to the City's Department of Buildings, Department of Transportation, and to such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.



3.03 **Project Budget.** Rental Owner has furnished to DPD, and DPD has approved, a Project Budget which is Exhibit C-1, showing total costs for the Project in an amount not less than [\$43,815,435]. Rental Owner hereby certifies to the City that: (a) in addition to City Funds, the Lender Financing and/or Equity described in Exhibit K shall be sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Rental Owner will promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval as provided in Section 3.04.

3.04 **Change Orders.** Except as provided in subparagraph (b) below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by Rental Owner to DPD concurrently with the progress reports described in Section 3.07; provided, however, that any Change Orders relating to any of the following must be submitted by Rental Owner to DPD for DPD's prior written approval: (i) a reduction or increase by more than five percent (5%) in the square footage of the Project, or (ii) a change in the basic use of the Property and improvements, (iii) an increase or reduction in the Project budget by more than 10% or (iv) a delay in the Project completion date of more than 90 days, or (v) Change Orders costing more than \$150,000 each, or more than \$1,000,000 in the aggregate. DPD will respond to Rental Owner's request for written approval within 30 days from receipt of such request by granting or denying such request or by requesting additional information from Rental Owner. If DPD does not respond to Rental Owner's request, and if Rental Owner has complied with the requirements for notice stated in Section 17.02, then Rental Owner's request will be deemed to have been approved by DPD. Developer Parties will not authorize or permit the performance of any work relating to any Change Order requiring DPD's prior written approval or the furnishing of materials in connection therewith prior to the receipt by Rental Owner of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, will contain a provision to this effect. An approved Change Order will not be deemed to imply any obligation on the part of the City to increase the amount of City Funds or to provide any other additional assistance to Rental Owner.

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

3.06 **Other Approvals.** Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer Parties' obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. Developer Parties shall not commence construction of the Project until Developer Parties have 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.

3.07 **Progress Reports and Survey Updates.** After the Closing Date, on or before the 15th day of each reporting month, Rental Owner will provide DPD with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring DPD's written approval under Section 3.04). Rental Owner must also deliver to the City written progress reports by draw, but not less than quarterly, detailing compliance with the



requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Rental Owner's MBE/WBE Commitment). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there must also be included a written plan from Rental Owner acceptable to DPD to address and cure such shortfall. At Project completion, upon the request of DPD, Rental Owner will provide 3 copies of an updated Survey to DPD reflecting improvements made to the Property.

3.08 **Inspecting Agent or Architect.** The independent agent or architect (other than Rental Owner's architect) selected by the lender providing Lender Financing will also act as the inspecting agent or architect for DPD for the Project, and any fees and expenses connected with its work or incurred by such independent agent or architect will be solely for Rental Owner's account and will be promptly paid by Rental Owner. The inspecting agent or architect will perform periodic inspections with respect to the Project, providing written certifications with respect thereto to DPD, prior to requests for disbursements for costs related to the Project.

3.09 **Barricades.** Rental Owner has installed (or shall install) a construction barricade of a type and appearance satisfactory to the City and which barricade was constructed in compliance with all applicable Federal, State or City laws, ordinances, rules and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades (other than the name and logo of the Project) installed after the date of this Agreement.

3.10 **Signs and Public Relations.** Rental Owner will erect in a conspicuous location on the Property during the Project a sign of commercially reasonable size and style, 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 any other pertinent, non-confidential information regarding Developer Parties and the Project in the City's promotional literature and communications.

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

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

3.13 **Accessibility for Disabled Persons.** Rental Owner acknowledges that it is in the public interest to design, construct and maintain the Project in a manner that promotes, enables, and maximizes universal access throughout the Project. Plans for all buildings on the Property and related improvements have been reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

#### SECTION FOUR: FINANCING

4.01 **Total Project Cost and Sources of Funds.** The cost of the Project is estimated to be [\$43,815,435] to be applied in the manner stated in the Project Budget and funded from the sources identified in Exhibit K.



4.02 **Developer Parties Funds.** Equity and Lender Financing shall be used to pay the majority of Project costs, including but not limited to costs of TIF-Funded Improvements.

4.03 **City Funds.**

(a) **Uses of City Funds.** City Funds may only be used to pay directly or reimburse the Developer Parties for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit D 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 Sections 4.03(b) and 4.06(d)), 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.

(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 up to \$9,500,000 of City funds (the "City Funds") from Available Incremental Taxes to pay for or reimburse the Developer Parties for the costs of the TIF-Funded Improvements; provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000); and provided further, that the \$9,500,000 to be derived from Available Incremental Taxes and/or TIF Bond proceeds, if any, shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Available Incremental Taxes deposited into the Redevelopment Project Area Special Tax Allocation Fund shall be sufficient to pay for such costs.

The Developer Parties acknowledge and agree that the City's obligation to pay for TIF-Funded Improvements is contingent upon the fulfillment of the conditions set forth above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by the Developer Parties pursuant to Section 4.01 hereof shall increase proportionately until such City Funds are available.

(c) **Disbursement of City Funds.** Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.08 and Section 5 hereof, the City shall disburse the City Funds in five (5) payments as follows: (i) \$2,375,000 upon the completion of 25% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; (ii) \$2,375,000 upon the completion of 50% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; (iii) \$2,375,000 upon the completion of 75% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; (iv) \$1,187,500 upon the completion of 100% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and (v) \$1,187,500 upon issuance of the Certificate. The Developer Parties hereby appoint the Rental Owner as the agent for all Developer Parties for the purpose of executing Requisition Forms and other certifications required to be delivered to the City pursuant to this Agreement and providing support documentation in connection with requests for disbursement of City Funds hereunder.

4.04 **Construction Escrow.** The City and the Developer Parties hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto, or as otherwise set forth pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.



**4.05 Sale or Transfer of the Property or Project by Developer Parties.**

(a) Prior to the Date of Issuance of the Certificate. Subject to Sections 4.05(b) and 16.01 below, Rental Owner must obtain the prior approval of the City for any sale or transfer to an entity that is not a Developer Party of any part of the Property or the Project prior to the issuance of the Certificate. Such approval by the City will be subject to the reasonable discretion requirement stated in Section 18.19.

(b) Sales of Assets or Equity. For purposes of this Section 4.05, the phrase: "sale or transfer of any part of the Property or Project" includes any sales or transfers which are a part of the sale or transfer of all or substantially all of Rental Owner's assets or equity. The foregoing restrictions of this Section 4.05 do not apply to: (i) transfers of the ground lease; (ii) transfers to any condominium association or community association; (iii) any dedications or easements required by the subdivision, PD or applicable law; and (iv) transfers made to secure Lender Financing.

**4.06 Treatment of Prior Expenditures.** Only those expenditures made by Developer Parties 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, will be considered previously contributed Equity or Lender Financing, if any, hereunder (the "**Prior Expenditure(s)**"). DPD has the right, in its sole discretion, to disallow any such expenditure (not listed on Exhibit F) as a Prior Expenditure as of the date hereof. Exhibit F states the prior expenditures approved by DPD as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements will not be reimbursed to Developer Parties, but will reduce the amount of Equity and/or Lender Financing, if any, required to be contributed by Developer Parties under Section 4.01.

**4.07 Cost Overruns.** If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available under Section 4.03, Developer Parties will be solely responsible for such excess costs, and will hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and from any and all costs and expenses of completing the Project in excess of the Project Budget.

**4.08 Preconditions of Disbursement.** Prior to each disbursement of City Funds hereunder, the Developer Parties shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer Parties to DPD of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

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

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

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



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

(e) the Developer Parties have received no notice and have no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer Parties hereby agree that, if the Project is not In Balance, the Developer Parties shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require the Developer Parties to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer Parties. In addition, the Developer Parties shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.09 **Conditional Grant**. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer Parties' compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Sections 7.03 and 15.02 hereof.

4.10 **TIF Bonds**. The Commissioner of DPD may, in his or her sole discretion, recommend that the City Council approve an ordinance or ordinances authorizing the issuance of TIF Bonds in an amount which, in the opinion of the City Comptroller, is marketable under the then current market conditions. The costs of issuance of the TIF Bonds would be borne solely by the City. Rental Owner will cooperate with the City in the issuance of the TIF Bonds, as provided in Section 8.05.

## SECTION FIVE: CONDITIONS PRECEDENT

The following conditions precedent to closing must be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 **Project Budget**. Developer Parties will have submitted to DPD, and DPD will have approved, a Project Budget in accordance with the provisions of Section 3.03.



5.02 **Scope Drawings and Plans and Specifications.** Developer Parties will have submitted to DPD, and DPD will have approved, the Scope Drawings and Plans and Specifications as provided in Section 3.02.

5.03 **Other Governmental Approvals.** Developer Parties will have secured or applied for all other necessary approvals and permits required by any Federal, State, or local statute, ordinance, rule or regulation to begin or continue construction of the Project, and will submit evidence thereof to DPD.

5.04 **Financing.**

(a) Developer Parties will have furnished evidence acceptable to the City that Developer Parties have Equity and Lender Financing, if any, at least in the amounts stated in Section 4.01 and Exhibit K, which are sufficient to complete the Project and satisfy their obligations under this Agreement. If a portion of such financing consists of Lender Financing, Developer Parties will have furnished evidence as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer Parties as needed and are sufficient (along with the Equity and other financing sources, if any, stated in Section 4.01 and Exhibit K) to complete the Project.

(b) Prior to the Closing Date, Rental Owner will deliver to DPD a copy of the Escrow Agreement. The Escrow Agreement must provide that DPD will receive copies of all construction draw request materials submitted by Rental Owner after the date of this Agreement.

(c) Any financing liens against the Property and Project in existence at the Closing Date will be subordinated to certain encumbrances of the City stated in Section 7.02(b) of this Agreement under a subordination agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Rental Owner, in the Office of the Recorder of Deeds of Cook County.

(d) The City agrees that the Developer Parties may collaterally assign their respective interests in this Agreement to any of their collective or respective lenders if any such lenders require such collateral assignment.

5.05 **Acquisition and Title.** On the Closing Date, Developer Parties will furnish the City with a copy of the Title Policy for the Property, showing Rental Owner as the named insured. The Title Policy will be dated as of the Closing Date and will contain only those title exceptions listed as Permitted Liens on Exhibit G and will evidence the recording of this Agreement under the provisions of Section 8.17. The Title Policy will also contain the following endorsements as required by Corporation Counsel: an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (i.e., Zoning 3.1 plans and specifications) with parking, contiguity, location, access, and survey.

5.06 **Evidence of Clear Title.** Not less than 5 Business Days prior to the Closing Date, Developer Parties, at their own expense, will have provided the City with current searches under the names of each of the entities comprising Developer Parties as follows:

Secretary of State (IL)	UCC search
Secretary of State (IL)	Federal tax lien search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax lien search
Cook County Recorder	State tax lien search



Cook County Recorder  
U.S. District Court (N.D. IL)  
Clerk of Circuit Court,  
Cook County

Memoranda of judgments search  
Pending suits and judgments  
Pending suits and judgments

showing no liens against Developer Parties, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 **Surveys.** Developer Parties will have furnished the City with 3 copies of the Survey.

5.08 **Insurance.** Rental Owner, at its own expense, will have insured the Property and the Project as required under Section 12. Prior to the Closing Date, certificates required under Section 12 evidencing the required coverages will have been delivered to DPD.

5.09 **Opinions of Developer Parties' Counsel.** On the Closing Date, Developer Parties will furnish the City with an opinion of counsel, substantially in the form of Exhibit H, with such changes as may be required by or acceptable to Corporation Counsel. If any Developer Party has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions stated in Exhibit H, such opinions shall be obtained by such Developer Party from its general corporate counsel.

5.10 **Evidence of Prior Expenditures.** Developer Parties will have provided evidence satisfactory to DPD of the Prior Expenditures as provided in Section 4.06.

5.11 **Financial Statements.** Developer Parties will have provided Financial Statements to DPD for their fiscal year 2018, and their most recently available unaudited interim Financial Statements.

5.12 **Additional Documentation.** Rental Owner will have provided documentation to DPD, satisfactory in form and substance to DPD concerning Rental Owner's employment profile and copies of any ground leases or operating leases and other tenant leases executed by Rental Owner for leaseholds in the Project, if any.

5.13 **Environmental Audit.** Rental Owner will have provided DPD with copies of all phase I environmental audits completed with respect to the Property, if any, and a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits. If environmental issues exist on the Property, the City will require written verification from the Illinois Environmental Protection Agency that all identified environmental issues have been or will be resolved to its satisfaction.

5.14 **Entity Documents; Economic Disclosure Statement.** LAC shall provide a copy of its current Articles of Incorporation, with all amendments, containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state or incorporation and all other states in which LAC is qualified to do business; its current bylaws; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such organizational documentation as the City may request. Rental Owner shall provide comparable organizational documentation.

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



acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer Parties and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 **Litigation.** Developer Parties will provide to Corporation Counsel and DPD a description of all pending or threatened litigation or administrative proceedings involving Developer Parties or any Affiliate of Developer Parties (excluding any limited partners of the Rental Owner) specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith, and whether (and to what extent) such potential liability is covered by insurance.

## SECTION SIX: AGREEMENTS WITH CONTRACTORS

### 6.01 **Bid Requirement for General Contractor and Subcontractors.**

(a) DPD acknowledges that Rental Owner has selected Linn-Mathes, Inc. or an Affiliate as the General Contractor for the Block 5 Project. Rental Owner will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago.

(b) Rental Owner must submit copies of the Construction Contract to DPD as required under Section 6.02 below. Upon the written request of the City, Rental Owner will provide photocopies of all subcontracts entered or to be entered into in connection with the Project within five (5) Business Days of the execution thereof. The Rental Owner must ensure that the General Contractor will not (and must cause the General Contractor to ensure that the subcontractors will not) begin work on the Project (or any phase thereof) until the applicable Plans and Specifications for that phase have been approved by the City and all requisite permits have been obtained.

6.02 **Construction Contract.** Prior to the execution thereof, Rental Owner must deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to work on the Project, for DPD's prior written approval. Following execution of such contract by Rental Owner, the General Contractor and any other parties thereto, Rental Owner must deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 **Performance and Payment Bonds.** Prior to commencement of construction of any work in the public way, Rental Owner will require that the General Contractor and any applicable subcontractor(s) be bonded (as to such work in the public way) for their respective payment and performance by sureties having an AA rating or better using the bond form attached as Exhibit I. The City will be named as obligee or co-obligee on such bond.

6.04 **Employment Opportunity.** Rental Owner will contractually obligate and cause the General Contractor to agree and contractually obligate each subcontractor to agree to the provisions of Section 10; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any one subcontractor to satisfy, such obligation shall



not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

6.05 **Other Provisions.** In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. 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.

## **SECTION SEVEN: COMPLETION OF CONSTRUCTION**

### **7.01 Certificate of Completion of Construction.**

(a) Upon completion of the construction of the Project in compliance with the terms and conditions of this Agreement, and upon Rental Owner's written request, DPD will issue to Developer Parties a recordable certificate of completion of construction in substantially the form attached hereto as Exhibit N (the "**Certificate**") certifying that Developer Parties have fulfilled their obligations to complete the Project in compliance with the terms and conditions of this Agreement. DPD will respond to Rental Owner's written request for a Certificate within 30 days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by Developer Parties in order to obtain the Certificate. Rental Owner may resubmit a written request for a Certificate upon completion of such measures, and the City will respond within 30 days in the same way as the procedure for the initial request. Such process may repeat until the City issues a Certificate.

(b) Each Developer Party acknowledges and understands that the City will not issue a Certificate until (i) the City's Monitoring and Compliance unit has determined in writing that Rental Owner is in complete compliance with all City requirements (M/WBE, City residency and prevailing wage) as required in this Agreement, (ii) the Project, including all 102 residential units, the parking spaces and all related improvements, has been completed, (iii) at least 80% of the residential units have been leased, and (iv) Developer Parties have received a Certificate of Occupancy from the City or other evidence reasonably acceptable to DPD that the Developer Parties have complied with building permit requirements.

### **7.02 Effect of Issuance of Certificate; Continuing Obligations.**

(a) The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer Parties' obligation to complete such activities have been satisfied. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate must not be construed as a waiver by the City of any of its rights and remedies under such executory terms.

(b) Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.18 (Real Estate Provisions), and Section 8.19 (Affordability Requirements) as covenants that run with the land are the only covenants in this Agreement intended to be



binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement. The other executory terms of this Agreement that remain after the issuance of the Certificate will be binding only upon each Developer Party or a permitted assignee of such Developer Party who, as provided in Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of such Developer Party's rights under this Agreement and assume such Developer Party's liabilities hereunder.

7.03 **Failure to Complete.** If Developer Parties fail to timely complete the Project in compliance with the terms of this Agreement, then the City will have, but will not be limited to, any of the following rights and remedies, subject in each case to Section 15 hereof:

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

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of such TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available under Section 4.01, Rental Owner will reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer Parties, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status, if any, of any TIF Bonds.

7.04 **Notice of Expiration of Term of Agreement.** Upon the expiration of the Term of the Agreement, DPD will provide Developer Parties, at their written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

#### **SECTION EIGHT: REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER PARTIES.**

8.01 **General.** Each of Rental Owner and LAC represent, warrant, and covenant, as of the date of this Agreement as follows. Representations, warranties and covenants denoted (Rental Owner only) or (LAC only) shall be deemed to have been made only by Rental Owner or LAC, as applicable; otherwise, they shall be deemed to apply to both.

(a) LAC is an Illinois not-for-profit corporation, validly existing and in good standing (LAC only);

(b) Holsten and LAC are the sole members of Parkside, which is the sole member of the general partner of Rental Owner.

(c) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate LAC's Articles of Incorporation as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which LAC is now a party or by which LAC or any of its assets is now or may become bound (LAC only); LAC has the right, power and authority to enter into, execute, deliver and perform this Agreement (LAC only);



(d) Rental Owner (i) is an Illinois limited partnership duly organized and validly existing in the State of Illinois, (ii) has the right, power and authority to enter into, execute, deliver and perform this Agreement, and (iii) has been duly authorized by all necessary limited partnership action to execute, deliver and perform its obligations under this Agreement, which execution, delivery and performance does not and will not violate its certificate of limited partnership or partnership agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Rental Owner is now a party or by which it may become bound (Rental Owner only);

(e) Rental Owner has acquired and will maintain good and merchantable leasehold title, and fee simple title, as the case may be, to the Property (and improvements) free and clear of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget (Rental Owner only);

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

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

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

(i) Rental Owner 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 Rental Owner is a party or by which Rental Owner or any of its assets is bound which would materially adversely affect its ability to comply with its obligations under this Agreement (Rental Owner only);

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

(k) prior to the issuance of the Certificate, if it would materially adversely affect Rental Owner's ability to perform its obligations under this Agreement, Rental Owner will 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 (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or in accordance with Section 4.05; (3) enter into any transaction outside the ordinary course of Rental Owner's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity (except as required in connection with Lender Financing or tax credit equity investment for the Project); or (5) enter into any transaction that would cause a material and detrimental change to Rental Owner's financial condition; provided, however, this section shall not apply to



any commercial leases entered into in the ordinary course of business, it being acknowledged that Rental Owner shall have the right to enter into commercial leases in the ordinary course of business for all or any portion of the Property on such terms as are determined by Rental Owner (Rental Owner only);

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

(m) None of the Developer Parties has 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 under 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 such Developer Party in violation of Chapter 2-156-120 of the Municipal Code of the City, as amended; and

(n) None of the Developer Parties or any affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subsection only, "affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

**8.02 Covenant to Redevelop.** Upon DPD's approval of the Scope Drawings and Plans and Specifications as provided in Section 3.02, and DPD's approval of the Project Budget as provided in Section 3.03, and Rental Owner's receipt of all required building permits and governmental approvals, Developer Parties will redevelop the Property in compliance with this Agreement, the TIF Ordinances, the PD, the CHA Redevelopment Agreement, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all Federal, State and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project and/or Rental Owner.

The covenants set forth in this Section 8.02 will run with the land and will be binding upon any transferee of the Property, or a portion thereof, unless terminated in whole or in part by the City, acting through DPD, pursuant to a written instrument executed pursuant to Section 7.02 and recorded against the Property, or any portion thereof.

**8.03 Redevelopment Plan.** Developer Parties represent that the Project is and will be in compliance with all applicable terms of the Redevelopment Plan, as in effect on the date of this Agreement.

**8.04 Use of City Funds.** City Funds disbursed to Developer Parties will be used by Developer Parties solely to pay for or reimburse Developer Parties for their payment for the TIF-Funded Improvements as provided in this Agreement.



8.05 **Other Bonds.** At the request of the City, Developer Parties will agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole and absolute discretion) TIF Bonds or other bonds ("**Bonds**") in connection with the Project or the Redevelopment Area, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the TIF-Funded Improvements; provided, however, that any such amendments will not have a material adverse effect on Developer Parties or the Project. Developer Parties will cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition, and assisting the City in its preparation of an offering statement with respect thereto. None of the Developer Parties will have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer Parties that is determined to be false and misleading.

8.06 **Employment Opportunity.**

(a) Rental Owner covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and, as applicable, to cause the General Contractor to contractually obligate each subcontractor to abide by the terms set forth in Section 8.08 and Section 10; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of the Agreement or require payment of the City resident hiring shortfall amount so long as such Section 10 obligations are satisfied on an aggregate basis. Rental Owner will submit to DPD a plan describing their compliance program prior to the Closing Date.

(b) Rental Owner will deliver to the City written progress reports by draw, but not less than quarterly, detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, Rental Owner will also deliver a plan to DPD which will outline, to DPD's satisfaction, the manner in which Developer Parties will correct any shortfall.

8.07 **Employment Profile.** Rental Owner will submit, and contractually obligate and cause the General Contractor to submit and contractually obligate any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.08 **Prevailing Wage.** The Rental Owner covenants and agrees to pay, and to contractually obligate and cause the General Contractor to pay and to contractually cause each subcontractor to pay, the prevailing wage rate as ascertained by the federal government pursuant to the Davis-Bacon Act, to all their respective employees working on constructing the Project or otherwise completing the TIF-Funded Improvements. All such contracts will 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 federal prevailing wage rates are revised, the revised rates will apply to all such contracts. Upon the City's request, Rental Owner will provide the City with copies of all such contracts entered into by any Developer Party or the General Contractor to evidence compliance with this Section 8.08.

8.09 **Arms-Length Transactions.** Unless DPD has given its prior written consent with respect thereto, no Affiliate of a Developer Party may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in



connection with any TIF-Funded Improvement. Developer Parties will provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to an Affiliate by a Developer Party and reimbursement to such Developer Party for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.10 **No Conflict of Interest.** Under Section 5/11-74.4-4(n) of the Act, each Developer Party represents, warrants and covenants that to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer Parties with respect thereto, (a "City Group Member") owns or controls, has owned or controlled or will own or control any interest, and no such City Group Member will 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 any Developer Party, the Property, the Project, or to any Developer Party's actual knowledge, any other property in the Redevelopment Area.

8.11 **Disclosure of Interest.** None of the Developer Parties' counsel has direct or indirect financial ownership interest in a Developer Party, the Property, or any other feature of the Project.

8.12 **Financial Statements.** Rental Owner will obtain and provide to DPD Financial Statements for Rental Owner's fiscal year ended 2018, and each yearly thereafter for the Term of the Agreement. In addition, if requested by DPD, Rental Owner will submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.13 **Insurance.** Solely at their own expense, Developer Parties will comply with all provisions of Section 12 hereof.

8.14 **Non-Governmental Charges.**

(a) **Payment of Non-Governmental Charges.** Except for the Permitted Liens, and subject to subsection (b) below, Developer Parties agree to pay or cause to be paid when due any Non-Governmental Charges assessed or imposed upon the Project, or any fixtures that are or may become attached thereto and which are owned by a Developer Party, which create, may create, or appear to create a lien upon all or any portion of the Project; provided however, that if such Non-Governmental Charges may be paid in installments, Developer Parties may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer Parties will furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other evidence satisfactory to DPD, evidencing payment of the Non-Governmental Charges in question.

(b) **Right to Contest.** Developer Parties will have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charges by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charges, prevent the imposition of a lien or remove such lien, or prevent the transfer or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer Parties' covenants to pay any such Non-Governmental Charges at the time and in the manner provided in this Section 8.14); or



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

8.15 **Developer's Liabilities.** No Developer Party will enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement. Each Developer Party will immediately notify DPD of any and all events or actions which may materially affect such party's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

8.16 **Compliance with Laws.** To the best of each Developer Party's knowledge, after diligent inquiry, the Property and the Project are in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and the Project. Upon the City's request, Developer Parties will provide evidence satisfactory to the City of such current compliance.

8.17 **Recording and Filing.** Rental Owner will cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois against the Property. Rental Owner will pay all fees and charges incurred in connection with any such recording. Upon recording, Rental Owner will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.18 **Real Estate Provisions.**

(a) **Governmental Charges.**

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

(ii) **Right to Contest.** Developer Parties have 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 transfer or forfeiture of the Property. No such contest or objection will be deemed or construed in any way as relieving, modifying or extending Developer Parties' covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement



unless Rental Owner has given prior written notice to DPD of a Developer Party's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

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

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

(b) Developer Parties' Failure To Pay Or Discharge Lien. If Developer Parties fail to pay or contest any Governmental Charge or to obtain discharge of the same as required by this Section 8.18, Rental Owner will advise DPD thereof in writing, at which time DPD may, but will not be obligated to, and without waiving or releasing any obligation or liability of Developer Parties 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, will be promptly disbursed to DPD by Developer Parties. Notwithstanding anything contained herein to the contrary, this paragraph must not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer Parties fail to pay any Governmental Charge, the City, in its sole discretion, may require Developer Parties to submit to the City audited Financial Statements at Developer Parties' own expense.

#### 8.19 Affordability Requirements.

(a) Affordable Units. Of the 102 units comprising the Project, 33 units (or 32% of the Project's units) shall be CHA-RAD LIHTC Units affordable to households with incomes not greater than 50% AMI, 31 units (or 30% of the Project's units) shall be affordable to households with AMI not greater than 60% AMI; 2 units shall be CHA-RAD Units affordable to households with incomes not greater than 80% AMI; and 36 units shall not have any affordability restrictions.

(b) CHA-RAD LIHTC Units. The Developer Parties agree and covenant to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain City Regulatory Agreement executed by the Rental Owner and DPD as of the date hereof shall govern the terms of the Developer Parties' obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(i) During the term of the RAD Use Agreement and HAP Contract, the CHA-RAD LIHTC Units shall be operated and maintained solely as residential rental housing;



- (ii) All of the CHA-RAD LIHTC Units shall be available for occupancy to and be occupied solely by Low Income Families (as defined below) upon initial occupancy; and
- (iii) All of the CHA-RAD LIHTC Units have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.
- (iv) As used in this Section 8.19, the following terms have the following meanings:
  - (A) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and
  - (B) "Low Income Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.
- (c) The covenants set forth in this Section 8.19 shall run with the land and be binding upon any transferee.
- (d) The City and the Rental Owner may enter into a separate agreement to implement the provisions of this Section 8.19;

**8.20 Job Readiness Program.** If requested by the City, Rental Owner will use its best efforts to encourage its tenants at the Project to participate in job readiness programs established by the City to help prepare individuals to work for businesses located within the Redevelopment Area.

**8.21 Broker's Fees.** Rental Owner has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.

**8.22 No Business Relationship with City Elected Officials.** Rental Owner acknowledges receipt of a copy of Section 2-156-030(b) of the Municipal Code and that Rental Owner has read and understands such provision. Under 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(b)(2) of the Municipal Code), 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 this Agreement, or in connection with the transactions contemplated thereby, will be grounds for termination of this Agreement and the transactions contemplated



thereby. Rental Owner 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 thereby.

8.23 **Environmental Features.** The design of the Project incorporates the following environmentally-friendly elements for which Rental Owner shall be responsible: permeable pavers covering 100% of the outdoor surface parking spaces; high efficiency heating and hot water; high insulation values in the windows and walls using environmentally-friendly insulation; insulated domestic hot water tanks, a gearless elevator, and high-performance HVAC systems.

8.24 **Annual Compliance Report.** Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Rental Owner shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.25 **Survival of Covenants.** All warranties, representations, covenants and agreements of Rental Owner contained in this Section 8 and elsewhere in this Agreement are true, accurate and complete at the time of Rental Owner's execution of this Agreement, and will survive the execution, delivery and acceptance by the parties and (except as provided in Section 7 upon the issuance of the Certificate) will be in effect throughout the Term of the Agreement.

#### **SECTION NINE: REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY**

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

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

#### **SECTION TEN: DEVELOPER PARTIES' EMPLOYMENT OBLIGATIONS**

10.01 **Employment Opportunity.** Rental Owner, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Rental Owner operating on the Project (collectively, with Rental Owner, such parties are defined herein as the "**Employers**," and individually defined herein as an "**Employer**") to agree, that for the Term of this Agreement with respect to Rental Owner 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 must 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 setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, must state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

(c) Each Employer will comply with all applicable 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 State Human Rights Act, 775 ILCS 5/1-101 et. seq. (2002 State Bar Edition, as amended), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, will 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 will include the foregoing provisions of subparagraphs (a) through (d) in every construction contract entered into in connection with the Project (other than for remediation and demolition entered into prior to the date of this Agreement), and will 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 will be binding upon each contractor, subcontractor or Affiliate, as the case may be.

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

#### **10.02 City Resident Construction Worker Employment Requirement.**

(a) Rental Owner agrees for itself and its successors and assigns, and will contractually obligate its General Contractor and will cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they will 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 will be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Rental Owner, its General Contractor and each subcontractor will be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Rental Owner, the General Contractor and each subcontractor will use their respective best efforts to exceed the minimum percentage of hours stated above, and to employ neighborhood residents in connection with the Project.



(b) Rental Owner 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.

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

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

(e) Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) will be submitted to the Commissioner of DPD in triplicate, which will 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.

(f) Upon 2 Business Days prior written notice, Rental Owner, the General Contractor and each subcontractor will provide full access to their employment records related to the Construction of the Project 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. Rental Owner, the General Contractor and each subcontractor will maintain all relevant personnel data and records related to the Construction of the Project for a period of at least 3 years after final acceptance of the work constituting the Project.

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

(h) Good faith efforts on the part of Rental Owner, 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) will not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

(i) When work at the Project is completed, in the event that the City has determined that Rental Owner has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual residents of the City or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget undertaken by Rental Owner (and specifically excluding any tenant improvements which are not undertaken by Rental Owner) (the product of .0005 x such aggregate hard construction costs) (as the same will be evidenced by approved contract value for the actual contracts) will be surrendered by Rental Owner 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 will 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



Rental Owner, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Rental Owner 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 Rental Owner must surrender damages as provided in this paragraph.

(j) Nothing herein provided will 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.

(k) Rental Owner will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project (other than contracts for remediation and demolition entered into prior to the date of this Agreement).

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

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

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

(b) For purposes of this Section 10.03 only:

(i) The Rental Owner (and any party to whom a contract is let by Rental Owner in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Rental Owner in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" 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.

(iii) The term "women-owned business" or "WBE" 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.



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

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

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

(g) Prior to the commencement of the Project, Rental Owner shall be required to meet with the City's monitoring staff with regard to Rental Owner's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Rental Owner shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Rental Owner shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention



requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Rental Owner is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Rental Owner, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Rental Owner to halt the Project, (2) withhold any further payment of any City Funds to Developer Parties or the General Contractor, or (3) seek any other remedies against Rental Owner available at law or in equity.

#### **SECTION ELEVEN: ENVIRONMENTAL MATTERS**

11.01 **Environmental Matters.** Rental Owner hereby represents and warrants to the City that Rental Owner has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws (taking into account the anticipated issuance and applicability of any NFRLs issued with respect to the Property), this Agreement and all Exhibits, the Scope Drawings, the Plans and Specifications and all amendments thereto, the TIF Bond Ordinance, if any, and the Redevelopment Plan.

Without limiting any other provisions hereof, Rental Owner agrees to indemnify, defend and hold the City (except with respect to Existing Materials and any gross negligence or wanton or willful misconduct by the City) harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Rental Owner: (i) the presence of any Hazardous Materials on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Materials from all or any portion of the Property, or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Rental Owner or any of its Affiliates under any Environmental Laws relating to the Property.

This Section shall not be construed to require Rental Owner to assume any of the obligations of the CHA with respect to remediation work required to be performed by Parkside on behalf of the CHA, and Rental Owner may exercise such rights and remedies it may have to enforce the CHA's obligation to cause the performance of the work, provided, however, that this sentence shall not be construed to limit Rental Owner's indemnification obligations hereunder.

#### **SECTION TWELVE: INSURANCE**

12.01. **Insurance.** The Rental Owner must provide and maintain, at Rental Owner'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) Prior to execution and delivery of this Agreement
- (i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.



(ii) Commercial General Liability (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. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

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

(b) Construction Prior to the construction of any portion of the Project, Rental Owner will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include 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, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) 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 \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Rental Owner must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.



(v) All Risk /Builders Risk

When Rental Owner undertakes any construction, including improvements, betterments, and/or repairs, the Rental Owner 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. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Rental Owner must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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 of Chicago is to be named as an additional insured.

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

(d) Other Requirements: The Rental Owner must furnish the City of Chicago, Department of Planning Services, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Rental Owner must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Rental Owner is not a waiver by the City of any requirements for the Rental Owner to obtain and maintain the specified coverages. The Rental Owner shall advise all insurers of the Agreement



provisions regarding insurance. Non-conforming insurance does not relieve Rental Owner of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

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.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Rental Owner and Contractors.

The Rental Owner hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Rental Owner in no way limit the Rental Owner's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Rental Owner under the Agreement.

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.

If Rental Owner is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Rental Owner must require Contractor and subcontractors to provide the insurance required herein, or Rental Owner may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Rental Owner unless otherwise specified in this Agreement.

If Rental Owner, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

### SECTION THIRTEEN: INDEMNIFICATION

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



- (i) Such Developer Party's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (ii) Such Developer Party's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project feature or improvement; or
- (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by such Developer Party or any of its Affiliates or any of their respective agents, employees, contractors or persons acting under the control or at the request of such Developer Party or any of its Affiliates; or
- (iv) a Developer Party's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or
- (v) any act or omission by such Developer Party or any of its Affiliates.

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

#### **SECTION FOURTEEN: MAINTAINING RECORDS/RIGHT TO INSPECT**

**14.01 Books and Records.** Developer Parties will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Rental Owner's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at Rental Owner's offices for inspection, copying, audit and examination by an authorized representative of the City, at Rental Owner's expense. No Developer Party will pay for salaries or fringe benefits of auditors or examiners. Developer Parties must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by a Developer Party with respect to the Project.

**14.02 Inspection Rights.** Upon 3 Business Days notice, any authorized representative of the City will have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.



## SECTION FIFTEEN: DEFAULT AND REMEDIES

15.01 **Events of Default.** The occurrence of any one or more of the following events, subject to the provisions of Sections 15.03 and 15.04, will constitute an "Event of Default" by a Developer Party, as applicable, hereunder (provided, however, the occurrence of an Event of Default by Rental Owner shall not be deemed to constitute an Event of Default by LAC and the occurrence of an Event of Default by LAC shall not be deemed to constitute an Event of Default by Rental Owner):

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

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

(c) the making or furnishing by a Developer Party 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 when made;

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

(e) the commencement of any proceedings in bankruptcy by or against a Developer Party or for the liquidation or reorganization of a Developer Party, or alleging that a Developer Party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a Developer Party's debts, whether under the United States Bankruptcy Code or under any other state or Federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving a Developer Party; provided, however, that if such commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such proceedings are not dismissed within 60 days after the commencement of such proceedings;

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

(g) the entry of any judgment or order against a Developer Party for an amount in excess of \$1.0 million which remains unsatisfied or undischarged and in effect for 60 days after such entry without a stay of enforcement or execution;



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

(i) the dissolution of Rental Owner or LAC; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against a Developer Party or any natural person who owns a material interest in a Developer Party, which is not dismissed within 30 days, or the indictment of a Developer Party or any natural person who owns a material interest in a Developer Party, for any crime (other than a misdemeanor).

For purposes of Section 15.01(j) hereof, a natural person with a material interest in a Developer Party is one owning in excess of thirty-three percent (33%) of such party's (or such party's ultimate parent entity's) issued and outstanding ownership shares or interest. Notwithstanding anything to the contrary contained herein, City hereby agrees that, in addition to the cure rights set out in Section 15.04 below, any cure of any default made or tendered by one or more of Rental Owner's limited partners shall be deemed to be a cure by the Rental Owner and/or Developer Parties and shall be accepted or rejected on the same basis as if made or tendered by Rental Owner and/or Developer Parties.

**15.02 Remedies.** Subject to Section 15.04, upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer Parties are or shall be parties and/or suspend disbursement of City Funds, except as otherwise provided in Section 4.03(c)(vii). The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein. Without limiting the generality of the foregoing, with respect to Events of Defaults by a Developer Party prior to the issuance of a Certificate, the City shall be entitled to seek reimbursement of City Funds from Developer Parties. If an Event of Default attributable to LAC's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against Rental Owner. If an Event of Default attributable to Rental Owner's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against LAC.

**15.03 Curative Period.**

(a) In the event a Developer Party fails to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default will not be deemed to have occurred unless the applicable party has failed to perform such monetary covenant within 10 days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) In the event a Developer Party fails to perform a non-monetary covenant which it is required to perform under this Agreement, an Event of Default will not be deemed to have occurred unless the applicable party (or the non-defaulting Developer Party) has failed to cure such default within 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 30 day period, the applicable party will not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.



**15.04 Right to Cure by the Limited Partner and/or CIBC.** If a default occurs under this Agreement and as a result thereof, the City intends to exercise any right or remedy available to it that could result in termination of this Agreement and all related agreements, or the suspension, cancellation, reduction or reimbursement of City Funds disbursed hereunder, or any other remedy under this Agreement, the City shall prior to exercising such right or remedy, send notice of such intended exercise to the Limited Partner and CIBC, and the Limited Partner (including, without limitation, by exercise of management take over rights of the Owner under its partnership agreement) and CIBC shall have the right (but not the obligation) to cure such default as follows:

(a) if a monetary default exists, the Limited Partner may cause to be cured such monetary default within 90 days after the later of (and CIBC has elected not to exercise its remedies under its Loan Documents, except as provided in Section 15.04(h) below, then the City shall take no action during such 90 day period): (i) the expiration of the cure period, if any, granted under Section 15.03 to Developer Parties with respect to such monetary default; or (ii) receipt by the Limited Partner and CIBC of notice of default from the City. If the Limited Partner does not cause such monetary default to be cured within such 90-day time period set forth in the preceding sentence, then CIBC may cure such monetary default in the manner set forth in Section 15.04(c); and

(b) if a non-monetary default exists (except for a Personal Developer Default, as later defined), the Limited Partner may cause to be cured such non-monetary default within 90 days after the later of (and CIBC has elected not to exercise its remedies under its Loan Documents, except as provided in Section 15.04(h) below, then the City shall take no action during such 90 day period): (i) the expiration of the cure period, if any, granted under Section 15.03 to Developer with respect to such non-monetary default; or (ii) receipt by the Limited Partner and CIBC of notice of default from the City. If the Limited Partner does not cause such non-monetary default to be cured within such 90-day time period set forth in the preceding sentence, then CIBC may cure such monetary default in the manner set forth in Section 15.04(d); and

(c) if a monetary default exists, CIBC may cure such monetary default within 60 days after the later of (and the non-electing party and the City shall take no action during such 60-day period): (i) the expiration of the Limited Partner's 90-day cure period; or (ii) receipt by CIBC of notice from the City that the Limited Partner has failed to cure the default within the timeframe set forth in Section 15.04(a) above; and

(d) if a non-monetary default exists (except for a Personal Developer Default), CIBC may cure such non-monetary default within 90 days after the later of (and the non-electing party and the City shall take no action during such 90-day period): (i) the expiration of the Limited Partner's 90-day cure period; or (ii) receipt by CIBC of notice from the City that the Limited Partner has failed to cure the default within the timeframe set forth in Section 15.04(b) above; provided, however, if such non-monetary default is of a nature that is not subject to cure in 90 days, the cure period will be extended for the time period needed to cure such default (including any time period required by CIBC to take control of the Project by initiating foreclosure of its mortgage or appointing a receiver or enforcing its collateral assignment of the general partner interest in the Rental Owner) and the City shall forbear from exercising its remedies hereunder so long as diligent and continuous efforts are being pursued to cure such default; and

(e)(1) If such non-monetary default would be an Event of Default set forth in Section 15.01(e), (f), (g), (i) or (j) hereof (each such default being a "Personal Developer Default"), the Limited Partner or CIBC (as applicable and in that strict order as more fully provided in this Section 15.04(e) below and not otherwise, the "Electing Party"), may provide written notice (the



"Assumption Notice") to the City and the Limited Partner or CIBC (as applicable, the "Non-Electing Parties") within 30 days of receipt of notice from the City of such Personal Developer Default, as more fully provided in Section 15.04(e)(2) below. If notice is delivered within said 30-day period, the Electing Party shall, in accordance with Section 15.04(e)(2) below, either cure or cause to be cured such Personal Developer Default by the assignment pursuant to Section 18.15 hereof of all of the Developer Parties' rights, obligations and interests in this Agreement to the Electing Party or any other party agreed to in writing by CIBC and the City, which assumption shall be deemed to cure the Personal Developer Default.

(2) Upon receipt by the City and CIBC of an Assumption Notice from the Limited Partner pursuant to subsection (e)(1) above, the cure period shall be extended for such reasonable period of time as may be necessary to complete such assignment and assumption of the Developer Parties' rights, obligations and interests in this Agreement (but in no event longer than 90 days without the written consent of the City and CIBC). If the Limited Partner does not (i) provide such Assumption Notice within the 30-day period specified in subsection (e)(1), or (ii) identify to the City and the Non-Electing Parties any other party (which may be an affiliate of the Limited Partner other than any of the Developer Parties) to assume the Developer Parties' rights, obligations and interests in this Agreement within 30 days from the date of the Assumption Notice, then CIBC shall have 30 days to cure such Personal Developer Default by enforcing the assignment made in accordance with the provisions of Section 18.14 hereof, of all of the Developer Parties' rights, obligations and interests in this Agreement to CIBC, or an affiliate thereof, or any other party agreed to in writing by CIBC and the City.

(f) If such Personal Developer Default is not cured by the Limited Partner or CIBC within the timeframes set forth in Section 15.04(e), then unless CIBC is proceeding in accordance with Section 15.04(h), the City shall have available all remedies set forth in this Agreement, including those in Sections 15.02.

(g) During all such times as a Personal Developer Default exists and remains uncured after the expiration of all cure periods, no payments of City Funds shall occur until such time as such Personal Developer Default is thereafter cured.

(h) The City agrees that at any time during which an Event of Default has occurred under the Lender Financing Documents, during the period that CIBC is diligently and continuously pursuing actions or remedies under the Lender Financing, with or without the Developer Parties, which are intended to cause substantial completion of the Project, and, as part of such actions or remedies, continues to fund or make advances to pay Project costs, the City shall likewise forbear from exercising its remedies under Section 15.02.

(i) Notwithstanding anything to the contrary contained in this Agreement, including, without limitation, the continuation of any cure periods under Section 15.03 and Section 15.04, in the event CIBC initiates a foreclosure proceeding, or the Limited Partner and CIBC provide a joint notice of discontinuance of actions or remedies intending to achieve substantial completion, the City may immediately commence to exercise any and all of the remedies specified in Section 15.02 above.



## SECTION SIXTEEN: MORTGAGING OF THE PROJECT

**16.01 Mortgaging of the Project.** All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit K (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "**Existing Mortgages.**" Any mortgage or deed of trust that a Developer Party may hereafter elect to record or permit to be recorded against the Property or any portion thereof without obtaining the prior written consent of the City is referred to herein as a "**New Mortgage.**" Any mortgage or deed of trust that a Developer Party may hereafter elect to record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City including any mortgage listed on Exhibit G is referred to herein as a "**Permitted Mortgage.**" It is hereby agreed by and between the City and the Developer Parties as follows:

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

(b) If any mortgagee or any other party shall succeed to a Developer Party's interest in the Property or any portion thereof by the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of a Developer Party's interest hereunder in accordance with Section 18.14 hereof, then the City hereby agrees to attorn to and recognize such party as the successor in interest to such Developer Party for all purposes under this Agreement so long as such party accepts all of the executory obligations and liabilities of a "Developer Party" hereunder. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of a Developer Party's interest under this Agreement, such party will have no liability under this Agreement for any Event of Default of such Developer Party which occurred prior to the time such party succeeded to the interest of such Developer Party under this Agreement, nor shall the City have the right to record a lien against or otherwise enforce any remedies hereunder against the Project, in which case such Developer Party will be solely responsible. If the City placed a lien on the Project pursuant to Section 15.02 hereof in connection with an Event of Default of a Developer Party which accrued prior to the time such party succeeded to the interest of the Developer Party under this Agreement, the City shall release such lien upon written request to do so by such succeeding mortgagee. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of such Developer Party's interest hereunder, such party will be entitled to no rights and benefits under this Agreement, and such party will be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land specified in Section 7.02.

(c) Prior to the issuance by the City to Developer Parties of a Certificate under Section 7 hereof, no New Mortgage will be executed with respect to the Property or the Project or any portion thereof without the prior written consent of the Commissioner of DPD. A feature



of such consent will be that any New Mortgage will subordinate its mortgage lien to the covenants in favor of the City that run with the land. After the issuance of a Certificate, consent of the Commissioner of DPD is not required for any such New Mortgage.

#### SECTION SEVENTEEN: NOTICES

17.01 **Notices.** All notices and any other communications under this Agreement will: (A) be in writing; (B) be sent by: (i) telecopier/fax machine, (ii) delivered by hand, (iii) delivered by an overnight courier service which maintains records confirming the receipt of documents by the receiving party, or (iv) registered or certified U.S. Mail, return receipt requested; (C) be given at the following respective addresses:

If to the City:	City of Chicago Department of Planning and Development Attn: Commissioner 121 North LaSalle Street, Room 1000 Chicago, IL 60602 312/744-2271 (Fax)
With Copies To:	City of Chicago Corporation Counsel Attn: Finance and Economic Development Division 121 North LaSalle Street, Room 600 Chicago, IL 60602 312/744-8538 (Fax)
If to a Developer Party:	Parkside Four Phase II, LP c/o Holsten Real Estate Development Corporation 1020 W. Montrose Avenue Chicago, Illinois 60613 Attn: Peter M. Holsten Fax: 312-337-4592
With copy to:	Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 Attention: Nicole Jackson, Esq. Fax: 312/491-4411
And to:	Edwin F. Mandel Legal Aid Clinic 6020 S. University Avenue Chicago, IL 60637 Attn: Jeff Leslie, Esq.
And to:	Cabrini Green LAC Community Development Corporation 460 West Division Chicago, IL 60610 Attn: President
And to:	Stratford Capital Group LLC 100 Corporate Place, Suite 404 Peabody, MA 01960 Attn: Asset Management – Parkside Four Phase II



If to Existing Mortgagee: CIBC Bank USA  
120 South LaSalle Street, Suite 400  
Chicago, IL 60603  
Attn: [ ]

If to Limited Partner: Stratford Parkside Chicago Investors Limited Partnership  
c/o Stratford Capital Group LLC  
100 Corporate Place, Suite 404  
Peabody, MA 01960  
Attn: Asset Management – Parkside Four Phase II

With a copy to: Holland & Knight LLP  
St. James Ave., 11<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Jonathan I. Sirois, Esq.

If to CHA: Chicago Housing Authority  
60 East Van Buren  
Chicago, Illinois 60605  
Attn: Chief Executive Officer

With copy to: Chicago Housing Authority  
Office of the General Counsel  
60 East Van Buren, 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attn: Chief Legal Officer

or at such other address or telecopier/fax number or to the attention of such other person as the party to whom such information pertains may hereafter specify for the purpose in a notice to the other specifically captioned "Notice of Change of Address" and, (D) be effective or deemed delivered or furnished: (i) if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number specified in this section, and confirmation is deposited into the U.S. Mail, postage prepaid to the recipient's address shown herein; (ii) if given by hand delivery or overnight courier service, when left at the address of the addressee, properly addressed as provided above.

17.02 **Developer Requests for City or DPD Approval.** Any request under this Agreement for City or DPD approval submitted by a Developer Party will comply with the following requirements:

- (a) be in writing and otherwise comply with the requirements of Section 17.01 (Notices);
- (b) expressly state the particular document and section thereof relied on by Developer Parties to request City or DPD approval;
- (c) if applicable, note in bold type that failure to respond to such Developer Party's request for approval by a certain date will result in the requested approval being deemed to have been given by the City or DPD;
- (d) if applicable, state the outside date for the City's or DPD's response; and



(e) be supplemented by a delivery receipt or time/date stamped notice or other documentary evidence showing the date of delivery of such Developer Party's request.

#### SECTION EIGHTEEN: ADDITIONAL PROVISIONS

18.01 **Amendments.** Except as provided in this Section 18.01, and except for changes or amendments that are otherwise expressly identified as being in the discretion of the Commissioner, this Agreement and the Schedules and Exhibits attached hereto may not be materially amended without the written consent of all parties. In addition to consents and discretion expressly identified herein, the Commissioner, in her sole discretion, may amend or otherwise revise: (a) any exhibits containing legal descriptions in order to correct a surveyor's, scrivener's or clerical error in such a legal description, or to reflect any new subdivision of property index numbers, provided that such correction does not have a material effect on any portion of the Project; and (b) Exhibit B-2 to adjust unit locations and types; (c) Exhibits C-1 and C-2 in connection with updated budgets and/or the approval of Change Orders resulting in changes in the Project Budget in accordance with Section 3.05; (d) Exhibit D to adjust allocations between line items or to add new line items permitted under the Plan; (e) Exhibit K to reflect the terms of the final project financing, so long as such financing is not materially inconsistent with that contemplated hereunder; and (f) Exhibit G to correct inadvertent omissions or permit other minor title encumbrances not in the nature of a lien. Amendments required in clauses (b), (c) and (e) shall also require the Rental Owner's consent. The City in its sole discretion, may amend, modify or supplement the Redevelopment Plan. For purposes of this Agreement, Developer Parties are only obligated to comply with the Redevelopment Plan as in effect on the date of this Agreement.

18.02 **Complete Agreement, Construction, Modification.** This Agreement, including any exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter.

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

18.04 **Further Assurances.** Rental Owner and City each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement, and to accomplish the transactions contemplated in this Agreement.

18.05 **Waivers.** No party hereto will be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of a party in exercising any right will operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement will not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, will constitute a waiver of any of such parties' rights or of any obligations of any other party hereto as to any future transactions.



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

18.07 **Parties in Interest/No Third Party Beneficiaries.** The terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement will 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. Nothing contained in this Agreement, nor any act of the City or the Developer Parties, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer Parties.

18.08 **Titles and Headings.** The Section, section and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

18.09 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

18.10 **Severability.** If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is 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 will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

18.11 **Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances in effect as of the date of this Agreement, such ordinance(s) will prevail and control.

18.12 **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

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

18.14 **Assignment.** Prior to the issuance by the City to Developer Parties of the Certificate, Developer Parties may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however, that the Developer Parties may collaterally assign their respective interests in this Agreement to any of their collective or respective lenders identified to the City as of the Closing Date if any such lenders require such collateral assignment. Any successor in interest to Developer Parties under this Agreement will certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.25 (Survival of



Covenants) hereof, for the Term of the Agreement. Each Developer Party hereby consents to the City's transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 **Binding Effect.** This Agreement is binding upon Rental Owner, LAC, the City and their respective successors and permitted assigns (as provided herein) and will inure to the benefit of Rental Owner, LAC, the City and their respective successors and permitted assigns (as provided herein).

18.16 **Force Majeure.** Neither the City nor Developer Parties nor any successor in interest to either of them will 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, war, terrorism, 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. Such force majeure events shall also include the City's failure to complete the public improvements within the Property which, at the Closing Date, the City has agreed to undertake within a construction schedule mutually acceptable to the City and the Rental Owner, and the CHA's failure to complete any environmental remediation work that is the CHA's responsibility under applicable agreements between the CHA and Parkside, if applicable. The individual or entity relying on this section with respect to any such delay will, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 **Exhibits and Schedules.** All of the exhibits and schedules attached hereto are incorporated herein by reference. Any exhibits and schedules to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

18.18 **Business Economic Support Act.** Under the Business Economic Support Act (30 ILCS 760/1 et seq. 2002 State Bar Edition, as amended), if Rental Owner is required to provide notice under the WARN Act, Rental Owner will, 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 Rental Owner has locations in the State. Failure by Rental Owner to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

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



18.20 **Construction of Words.** The use of the singular form of any word herein includes the plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, Section or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to."

18.21 **Date of Performance.** If any date for performance under this Agreement falls on a Saturday, Sunday or other day which is a holiday under Federal law or under State law, the date for such performance will be the next succeeding Business Day.

18.22 **Survival of Agreements.** Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

18.23 **Equitable Relief.** In addition to any other available remedy provided for hereunder, at law or in equity, to the extent that a party fails to comply with the terms of this Agreement, any of the other parties hereto shall be entitled to injunctive relief with respect thereto, without the necessity of posting a bond or other security, the damages for such breach hereby being acknowledged as unascertainable.

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

18.25 **Costs and Expenses.** In addition to and not in limitation of the other provisions of this Agreement, Rental Owner agrees to pay upon demand the City's out-of-pocket expenses, including attorneys' fees, incurred in connection with the enforcement of the provisions of this Agreement but only if the City is determined to be the prevailing party in an action for enforcement. This includes, subject to any limits under applicable law, reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Rental Owner also will pay any court costs, in addition to all other sums provided by law.

**IN WITNESS WHEREOF,** the parties hereto have caused this Parkside Four Phase II Rental Project Redevelopment Agreement to be signed on or as of the day and year first above written.

**CITY OF CHICAGO**

By: \_\_\_\_\_,  
\_\_\_\_\_, Commissioner,  
Department of Planning and Development



**PARKSIDE FOUR PHASE II, LP,**  
an Illinois limited partnership

By: PARKSIDE FOUR II, LLC,  
an Illinois limited liability company  
Its general partner

By: Parkside Associates, LLC,  
an Illinois limited liability company,  
its sole member

By: Holsten Real Estate Development Corporation,  
an Illinois corporation, a member

By: \_\_\_\_\_  
Name: Peter M. Holsten  
Title: President

By: Cabrini Green LAC Community Development Corporation,  
an Illinois not-for-profit corporation, a member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

**CABRINI GREEN LAC COMMUNITY DEVELOPMENT CORPORATION,**  
an Illinois not-for-profit corporation, a member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President



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 Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires\_\_\_\_\_



STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Peter M. Holsten, personally known to me to be the president of Holsten Real Estate Development Corporation, an Illinois corporation, a member of Parkside Associates, LLC, an Illinois limited liability company ("Parkside"), the sole member of Parkside Four II, LLC, an Illinois limited liability company (the "General Partner"), the general partner of Parkside Four Phase II, LP, an Illinois limited partnership (the "Rental Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by the members of Parkside, on behalf of the General Partner, as the free and voluntary act of such person, and as the free and voluntary act and deed of the Rental Owner, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)



STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the President of Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation, a member of Parkside Associates, LLC, an Illinois limited liability company ("Parkside"), the sole member of Parkside Four II, LLC, an Illinois limited liability company (the "General Partner"), the general partner of Parkside Four Phase II, LP, an Illinois limited partnership (the "Rental Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, s/he signed and delivered the said instrument, pursuant to authority given by the members of Parkside, on behalf of the General Partner, as the free and voluntary act of such person, and as the free and voluntary act and deed of the Rental Owner, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)



STATE OF ILLINOIS     )  
                                      ) ss  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the President of Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, s/he signed and delivered the said instrument, pursuant to authority given by the Board as the free and voluntary act of such person, and as the free and voluntary act and deed of LAC, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)

[(Sub)Exhibits "A", "B-2", "E", "F", "I", "L", "M" and "N" referred  
to in this Parkside Four Phase II Rental Project  
Redevelopment Agreement unavailable  
at time of printing.]

[(Sub)Exhibit "B-1" referred to in this Parkside Four Phase II  
Rental Project Redevelopment Agreement constitutes  
Exhibit "F" to ordinance printed on page 7067  
of this *Journal*.]

(Sub)Exhibits "C-1", "C-2", "D", "G", "H", "J" and "K" referred to in this Parkside Four  
Phase II Rental Project Redevelopment Agreement read as follows:



*(Sub)Exhibit "C-1".*  
(To Parkside Four Phase II Rental Project  
Redevelopment Agreement)

*Project Budget.*

	Amount
Costs:	
Construction Costs	\$32,137,687
Construction Contingency	1,495,996
Land Remediation Costs	Outside of budget
Total Hard Costs:	\$33,633,683
Architect Fees	1,850,263
Blueprints and Surveys	35,000
Accountant Fees	75,000
Legal -- Organizational	220,000
Legal -- Syndication	75,000
TIF Consultant Fee	60,000
Environmental (remediation associated costs)	116,444
Title and Recording Fees	50,000
Tax Credit Fees	308,909
Lender Legal Fees	396,476



	Amount
Bond Costs	\$ 450,000
Construction Interest	1,300,000
Predevelopment and First Mortgage Fees	578,000
Liability Insurance	225,000
Real Estate Taxes	100,000
Marketing and Leasing	120,000
Developer Fees	2,200,000
Reserves	1,521,660
Other soft costs	500,000
Total Soft Costs:	\$10,181,752
TOTAL DEVELOPMENT COSTS:	\$43,815,435

*(Sub)Exhibit "C-2".*  
(To Parkside Four Phase II Rental Project  
Redevelopment Agreement)

*Construction (MBE/WBE) Budget.*

Hard Costs:

New Construction	\$27,082,937*
Total:	\$27,082,937

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\* This amount does not include Contingency (\$1,495,996) or Sole Source Exclusions (\$5,054,751) as approved by DOH's Monitoring and Compliance Division. To the extent that the Contingency is spent or the soft costs listed above increase, the MBE/WBE required amount will increase accordingly.



## Eligible Soft Costs:

Architect/Engineer	\$ 1,850,263
Environmental (remediation associated costs)	116,444
TIF Consultant	60,000
Total:	\$ 2,026,707
Total MBE/WBE Eligible Costs:	\$29,109,644

Minimum Contract Amount to MBE Contractors (26 percent)	7,568,507
Minimum Contract Amount to WBE Contractors (6 percent)	\$ 1,746,579

*(Sub)Exhibit "D".*  
(To Parkside Four Phase II Rental Project  
Redevelopment Agreement)

*TIF-Funded Improvements.*

Eligible Cost	Amount	TIF-Eligible	Percentage TIF-Eligible
Construction Residential	\$32,137,687	\$9,679,977	50 percent of eligible costs for Affordable and CHA units
Contingency -- Hard Costs	\$1,495,997	\$483,999	50 percent of eligible costs for Affordable and CHA units
Architectural	\$1,850,263	\$598,615	50 percent of eligible costs for Affordable and CHA units
Environmental	\$116,444	\$116,444	100 percent
TOTAL:	\$35,600,391	\$10,879,035	

The Commissioner shall have authority to consent to adjustments between the line items set forth above and to consent to additional TIF-Funded Improvement redevelopment project costs within other categories authorized under the Act.



*(Sub)Exhibit "G".*  
(To Parkside Four Phase II Rental Project  
Redevelopment Agreement)

*Permitted Liens.*

1. Liens or encumbrances against the Property (and related improvements):

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, 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.

2. Liens or encumbrances against the Partnership or the Project, other than liens against the Property (and related improvements), if any:

None.

*(Sub)Exhibit "H".*  
(To Parkside Four Phase II Rental Project  
Redevelopment Agreement)

*Opinion Of Counsel For Developer Parties.*

[To Be Retyped On Developer Parties' Counsel's Letterhead]

\_\_\_\_\_, 2019  
City of Chicago  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Parkside Four Phase II L.P., an Illinois limited partnership (the "Developer"), in connection with the construction of certain improvements on \_\_\_\_\_ located in the Near North Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":



(a) Parkside Four Phase II Rental Project Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City"); and

(b) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of Developer's (i) Certificate of Formation, as amended to date, (ii) Amended and Restated Agreement of Limited Partnership, (iii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a limited partnership duly organized, validly existing and in good standing under the laws of its state of organization, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign organization under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's Certificate of Formation or Amended and Restated Agreement of Limited Partnership or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may



be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of any lender providing lender financing.

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies the members and managers of Developer and the percentage interest held by each member. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the equity of Developer. Each outstanding interest of Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.







other Developer Parties, that with respect to that certain Parkside Four Phase II Rental Project Redevelopment Agreement between the Developer and the City of Chicago dated \_\_\_\_\_, 2019 (the "Agreement"):

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

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

\$\_\_\_\_\_

C. The Rental Owner requests reimbursement for the following cost of TIF-Funded Improvements:

\$\_\_\_\_\_

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

E. The Rental Owner hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Rental Owner 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.

3. Pursuant to Section 4.03(c) of the Redevelopment Agreement, the Rental Owner hereby certifies to the City that construction of the Project has attained the following level of completion (check one of the following, if applicable):

\_\_\_\_\_ 25 percent completion

\_\_\_\_\_ 50 percent completion

\_\_\_\_\_ 75 percent completion

\_\_\_\_\_ 100 percent completion



All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Rental Owner]

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_.

Agreed and Accepted:

\_\_\_\_\_  
Name

Title: \_\_\_\_\_

City of Chicago  
Department of Planning and Development

*(Sub)Exhibit "K".*  
(To Parkside Four Phase II Rental Project  
Redevelopment Agreement)

*Lender Financing.*

A. Lender Financing:

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



- Source: CIBC, through City Tax Exempt Notes.
- Interest: Not to exceed \_\_\_\_ percent or such other rate acceptable to the DOH Commissioner.
- Security: A first mortgage lien (construction period) on the Property.
2. Amount: Approximately \$5,799,144.
- Term: Not to exceed 18 years with a 35-year amortization schedule.
- Source: CDT, or another entity acceptable to the DOH Commissioner.
- Interest: Not to exceed 300 basis points over the 10-year treasury rate, or such other rate acceptable to the DOH Commissioner.
- Security: A first mortgage lien (permanent) on the Property, following repayment in full of the City Tax Exempt Notes.
3. Amount: Approximately \$11,538,417.
- Source: Chicago Housing Authority -- Moving to Work Funds, Capital Development Funds, Program Funds or other funds acceptable to DOH Commissioner.
- Term: Not to exceed 42 years.
- Interest: Zero percent per annum.
- Security: A second mortgage lien on the Property.
4. Amount: Up to \$2,000,000.
- Source: City of Chicago Multi-Family Program Funds.
- Term: Not to exceed 42 years.
- Interest: Zero percent per annum.
- Security: A third mortgage lien on the Property.



5. Amount: Not to exceed \$4,781,804.  
Source: CHA, through sale of Illinois Affordable Housing Tax Credits and loan of proceeds.  
Term: Not to exceed 42 years.  
Interest: Zero percent per annum.  
Security: A fourth mortgage lien on the Property.
6. Amount: Up to \$9,500,000.  
Source: TIF Loan.  
Term: Not to exceed 42 years.  
Interest: Zero percent per annum.  
Security: A fifth mortgage lien on the Property.
7. Amount: Not to exceed \$264,269.  
Source: Sponsor loan of ComEd grant funds.  
Term: Not to exceed 42 years.  
Interest: Zero percent per annum.  
Security: A mortgage lien junior to above liens on the Property.
8. Amount: Delivery Assurance Note, approximately \$57,991.  
Source: CDT, or another entity acceptable to DOH Commissioner.  
Term: Not to exceed 36 months.  
Security: A mortgage lien junior to above liens on the Property.

B. Other Financing:

1. Approximately \$9,921,701 to be derived from the syndication by the General Partner of Low-Income Housing Tax Credits allocated by the City.
2. The General Partner will also contribute approximately \$10,100.



*Exhibit "F".*  
(To Ordinance)

*Legal Description Of Property.*

[Subject To Final Title And Survey]

Lots 1, 2, 3 and 4 in Block 5 in Parkside of Old Town-Phase III, being a resubdivision of part of Blocks 6 and 7, all of Block 15 and part of the vacated alley lying within Block 7 and all of vacated alleys lying within Blocks 6 and 15, all in Rogers' Subdivision of that part west of the east line of Sedgwick Street of the northeast quarter of the southwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, together with part of Block 1 in Parkside of Old Town and Lot 3 in Parkside of Old Town-Phase II in Section 4, aforesaid, in Cook County, Illinois.

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SECOND AMENDMENT TO PRIMESTOR 119 LLC REDEVELOPMENT  
AGREEMENT FOR PROPERTY WITHIN 119<sup>TH</sup>/I-57 TAX INCREMENT FINANCING  
REDEVELOPMENT AREA.

[O2019-7100]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of the Second Amendment to the Redevelopment Agreement with Primestor 119 LLC, for certain retail and office space in the 119<sup>th</sup>/I-57 Tax Increment Financing Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*



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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), the City Council (the "City Council") of the City of Chicago (the "City") adopted the following ordinances on November 6, 2002, published at pages 95329 -- 95463 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date: (1) an ordinance approving a certain redevelopment plan and project (the "Original Plan") for the 119<sup>th</sup>/I-57 Redevelopment Project Area (the "Original Project Area"); (2) an ordinance designating the Original Project Area as a redevelopment project area pursuant to the Act; and (3) an ordinance adopting tax increment allocation financing pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) incurred pursuant to the Original Plan within the Original Project Area; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on October 14, 2015, and published at pages 8778 -- 9022 of the *Journal* for such date, the City Council approved: (1) the expansion of the boundaries of the Original Project Area and the definition of such expanded area as a redevelopment project area under the Act to be known as the 119<sup>th</sup> Street/and I-57 Redevelopment Project Area Amendment Number 1 (the "Expanded Area"), and (2) a redevelopment plan and project for the Expanded Area (the "Amended Plan"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on October 14, 2015, and published at pages 9023 -- 9030 of the *Journal* for such date, the Expanded Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on October 14, 2015, and published at pages 9031 -- 9038 of the *Journal* for 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 Amended Plan within the Expanded Area; and



WHEREAS, Pursuant to an ordinance adopted by the City Council on June 13, 2007, and published at pages 2402 -- 2532 of the *Journal* for such date, the City entered into that certain Primestor 119 LLC Redevelopment Agreement ("Original RDA") dated as of June 20, 2008 and recorded on June 24, 2008 as Document Number 0817633145 in the Office of the Cook County Recorder of Deeds (the "Recorder") by the City and Primestor 119 LLC (the "Developer"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 11, 2009, and published at pages 74132 -- 74169 of the *Journal* for such date, the City entered into that certain First Amendment to Primestor 119 LLC Redevelopment Agreement (the Original RDA, as so amended, the "RDA") with the Developer dated as of March 17, 2010 and recorded with the Recorder on March 17, 2010 as Document Number 1007622089; and

WHEREAS, The City desires to amend the RDA to, among other things, consent to the occupancy of a portion of the Facility (as defined in the RDA) for office use, initially as a customer servicing center and a customer, community and health education center; 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 (the "Commissioner") of the City's Department of Planning and Development ("DPD") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Second Amendment to Primestor 119 LLC Redevelopment Agreement by the City and the Developer in substantially the form attached hereto as Exhibit A and made a part hereof (the "Second Amendment"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Second Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Second Amendment on behalf of the City. The Commissioner or a designee of the Commissioner is each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the Second 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)

*Second Amendment To Primestor 119 LLC Redevelopment Agreement.*

This Second Amendment to Primestor 119 LLC Redevelopment Agreement (this "Amendment") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the date that the conditions described in Article II of this Amendment have been complied with to the City's satisfaction (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 ("DPD"), formerly known as the Department of Community Development, and Primestor 119 LLC, a Delaware limited liability company (the "Developer").

*Recitals:*

A. Developer and the City entered into a Primestor 119 LLC Redevelopment Agreement dated as of June 20, 2008 and recorded with the Cook County Recorder of Deeds (the "Recorder") on June 24, 2008 as Document Number 0817633145, as amended by First Amendment to Primestor 119 LLC Redevelopment Agreement dated as of March 17, 2010 and recorded with the Recorder on March 17, 2010 as Document Number 1007622089 (as amended, the "RDA"), pursuant to which the City provided additional financing to assist Developer in completing the Project (as defined in the RDA), which is located on the property described in (Sub)Exhibit A attached hereto (the "Property"). Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the RDA.

B. The parties desire to amend the RDA to, among other things, consent to the occupancy of a portion of the Facility for office use, initially as a customer servicing center and a customer, community and health education center.

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 Amendment is subject to the covenants and agreements contained herein, and the satisfaction of the following conditions and deliveries to the City (collectively, the "Closing Conditions"):

(a) Amendment. The execution of this Amendment by all parties and the recording of this Amendment;

(b) Title. The Developer has furnished a date down endorsement to the Title Policy for the Property, certified by the Title Company, dated within ten days before the date this 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 Amendment as an encumbrance against the Property;

(c) Evidence Of Clean Title. The Developer, at its own expense, has provided searches, updated within 20 days before the date this 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 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) Other Documents. The Developer has delivered 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 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. The Developer has delivered a copy of the lease or memorandum of lease evidencing the BCBSIL Use, together with an acknowledgement from the owner of the parcel subject to the BCBSIL Use, with respect to the recording of this Amendment; and

(f) Planned Development Approval. The Developer has obtained site plan approval required under the Planned Development necessary to permit the BCBSIL Use.



*Article III.*

*Amendments To Agreement.*

A. Department. Throughout the RDA, all references to the "Department of Community Development" and "DCD" are deleted and replaced by references to the "Department of Planning and Development" and "DPD", respectively.

B. Recital D. Recital D to the RDA is amended by deleting the first sentence of the third paragraph and replacing it with the following:

Version B of the project ("Version B") will contain (a) the BCBSIL Use (as defined below) (the BCBSIL Use or such other use approved by DPD in its sole discretion, "Anchor Store B"; together with Anchor Stores A, as applicable, the "Anchor Stores"), (b) at least three Junior Anchors, including a Jewel Store (as defined below) (c) eight Out-lot Stores, (d) several In-line Stores and (e) approximately 1,790 off-street parking spaces. The "BCBSIL Use" shall mean the occupancy of approximately 129,000 square feet by BCBSIL (as defined below) for office use, initially for primary use as a customer servicing center anticipated, though not covenanted, to employ approximately 450 to 575 BCBSIL staff, with other ancillary uses, including, without limitation, as a customer, community and health education center; provided, that, so long as BCBSIL occupies at least 69,000 square feet, "BCBSIL Use" shall include occupancy by designees or sub lessees of BCBSIL. "BCBSIL" shall mean Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC") operating in Illinois as Blue Cross and Blue Shield of Illinois, or any entity directly or indirectly controlling, controlled by or under common control with HCSC.

C. (Sub)Exhibit O. (Sub)Exhibit O to the RDA, OEA Provisions, is hereby deleted in its entirety and replaced by (Sub)Exhibit O to this Amendment.

*Article IV.*

*Covenants, Representations And Warranties Of The Developer.*

The Developer covenants, represents and warrants that:

(a) such party has the right, power and authority to enter into, execute, deliver and perform this Amendment. The execution, delivery and performance by such party of this 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 Junior Mortgage, the agreements evidencing the Lender Financing or any related agreements; and

(c) the Developer agrees to diligently pursue and deliver to DPD evidence satisfactory to DPD in its reasonable discretion regarding the proposed installation of a permanent traffic signal to be located at approximately 1732 West 119<sup>th</sup> Street, Chicago, Illinois.

*Article V.*

*Miscellaneous.*

A. **Limitation Of Liability.** No member, official or employee of the City shall be personally liable to any party to this 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 Amendment from the City or any successor in interest or on any obligation under the terms of this Amendment and the RDA.

B. **No Effect On Recording Priority Of RDA Or Subordination Agreement.** The parties agree that entering into this Amendment shall have no effect on the recording priority of the RDA (or any outstanding subordination agreement that might relate thereto), and that this 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.**

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

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

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



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

G. Recording And Filing. The Developer shall cause this 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. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this 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 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 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 Amendment shall be binding upon the Developer and the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the 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 Amendment or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the RDA or this Amendment and the transactions contemplated hereby and thereby. 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 Amendment or the transactions contemplated thereby.

M. Severability. If any provision in this Amendment, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Amendment shall be construed as if such invalid part were never included herein and the remainder of this 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 Second Amendment to be executed as of the day and year first above written.

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

By: \_\_\_\_\_

Name: Eleanor G. Gorski

Title: Acting Commissioner

Primestor 119 LLC,  
a Delaware limited liability company

By: PRISA LHC LLC,  
a Delaware limited liability  
company, its sole member and  
manager

By: \_\_\_\_\_  
Vice President

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 Vice President of PRISA LHC LLC, a Delaware limited liability company, the sole member and manager of Primestor 119 LLC, a Delaware limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.



Given under my hand and official seal this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 Eleanor G. Gorski, personally known to me to be the Acting Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

[(Sub)Exhibit "J" referred to in this Second Amendment to  
Primestor 119 LLC Redevelopment Agreement  
unavailable at time of printing.]

(Sub)Exhibits "A" and "O" referred to in this Second Amendment to Primestor 119 LLC Redevelopment Agreement read as follows:



*(Sub)Exhibit "A".*  
(To Second Amendment To Primestor 119 LLC  
Redevelopment Agreement)

*The Property.*

Parcel 1:

that part of Lots 1, 2 and 3 in the resubdivision of the east half of the southeast quarter of Section 19, Township 37 North, Range 14, East of the Third Principal Meridian (except the right-of-way of the Chicago, Rock Island and Pacific Railroad Company), lying southwesterly; westerly, and northerly of the following described lines; beginning at point on the north line of said Lot 1 which is 307 feet west of the northeast corner thereof (as measured along said north line) and running; thence southeasterly a distance of 21.17 feet to an intersection with a line which is 332 feet west of and parallel with the east line of the southeast quarter aforesaid, said intersection being 15 feet south of the aforementioned north line of Lot 1 (measured at right angles thereto); thence south along said parallel line a distance of 673.30 feet to a point which is 1,932.12 feet north of and 332 feet west of the southeast corner of said southeast quarter (as measured, respectively, along the east line thereof and at right angles thereto); thence southeasterly along a line which, extended, passes through a point 1,305.81 feet north of and 299.52 feet west of the southeast corner of said southeast quarter (as measured, respectively, along the east line thereof and at right angles thereto) a distance of 87.43 feet to a point on a line which is 775.62 feet south of (measured at right angles thereto) and parallel with the north line of Lot 1 aforesaid; thence west along said parallel line a distance of 282.53 feet to a point on a line which is 610 feet west of and parallel with the east line of the southeast quarter aforesaid; thence south along the last described parallel line a distance of 414.00 feet to a point on a line which is 1,189.62 feet south of (measured at right angles thereto) and parallel with the north line of Lot 1 aforesaid; thence west along the last described parallel line a distance of 80.00 feet to point on a line which is 690 feet west of (measured at right angles thereto) and parallel with the east line of the southeast quarter aforesaid; thence south along the last described parallel line a distance of 109.84 feet to a point on the south line of Lot 3 aforesaid; thence west along said south line a distance of 276.29 feet to the southwest corner of said Lot 3; in Cook County, Illinois.

Parcel 2:

all of Lots 1 to 6 in the resubdivision of the east half of the southeast quarter of Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, (except that part of the land taken in Condemnation Case 03L50655) and (except the right-of-way of the Chicago, Rock Island and Pacific Railroad Company) and except that part of said lots lying easterly of the following described lines: beginning in the south line of said Lot 6, 352 feet west of the east line of said quarter section (as measured in said south line); thence northeasterly to a point 58 feet north of and 332 feet west of the southeast corner of said southeast quarter (as measured north in the east line thereof and at right angles thereof); thence north parallel



with the east line of said quarter section a distance of 421.62 feet; thence northeasterly to a point 1,105.81 feet north of and 299.52 feet west of the southeast corner of said quarter section (as measured north in the east line thereof and at right angles thereto); thence north parallel with the east line of said quarter section a distance of 200 feet; thence northwesterly to a point 1,932.12 feet north of and 332 feet west of the southeast corner of said quarter section (as measured in the east line thereof and at right angles thereto); thence north parallel with the east line of said quarter section to the intersection with a line 15 feet south of and parallel with the north line of Lot 1 aforesaid; thence northwesterly to the north line of said Lot 1, 307 feet west of the northeast corner thereof (as measured in said north line), and also excepting therefrom that part of Lots 1, 2 and 3 in the resubdivision of the east half of the southeast quarter of Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, (except the right-of-way of the Chicago, Rock Island and Pacific Railroad Company), lying southwesterly, westerly, and northerly of the following described lines: beginning at a point on the north line of said Lot 1 which is 307 feet west of the northeast corner thereof (as measured along said north line) and running; thence southeasterly a distance of 21.17 feet to an intersection with a line which is 332 feet west of and parallel with the east line of the southeast quarter aforesaid, said intersection being 15 feet south of the aforementioned north line of Lot 1 (measured at right angles thereto); thence south along said parallel line a distance of 673.30 feet to a point which is 1,932.12 feet north of and 332 feet west of the southeast corner of said southeast quarter (as measured, respectively, along the east line thereof and at right angles thereto); thence southeasterly along a line which, extended, passes through a point 1,305.81 feet north of and 299.52 feet west of the southeast corner of said southeast quarter (as measured, respectively, along the east line thereof and at right angles thereof) a distance of 87.43 feet to a point on a line which is 775.62 feet south of (measured at right angles thereto) and parallel with the north line of Lot 1 aforesaid; thence west along said parallel line a distance of 282.53 feet to a point on a line which is 610 feet west of and parallel with the east line of the southeast quarter aforesaid; thence south along the last described parallel line a distance of 414.00 feet to a point on a line which is 1,189.62 feet south of (measured at right angles thereto) and parallel with the north line of Lot 1 aforesaid; thence west along the last described parallel line a distance of 80.00 feet to a point on a line which is 690 feet west of (measured at right angles thereto) and parallel with the east line of the southeast quarter aforesaid; thence south along the last described parallel line a distance of 109.84 feet to a point on the south line of Lot 3 aforesaid; thence west along said south line a distance of 276.29 feet to the southwest corner of said Lot 3; in Cook County, Illinois.

Property Identification Numbers:

25-19-417-017;

25-19-417-018;

25-19-417-019;

25-19-417-020;



25-19-417-021;

25-19-417-022;

25-19-417-023; and

25-19-417-024.

*(Sub)Exhibit "O".*

(To Second Amendment To Primestor 119 LLC  
Redevelopment Agreement)

*OEA Provisions.*

Terms used without definition in this (Sub)Exhibit O shall have the meanings given them in the Amended and Restated Operation and Easement Agreement between the Developer, Target Corporation and Jewel Food Stores, Inc. dated as of March 14, 2008 (the "OEA Agreement").

The shopping center shall be used only for retail sales, offices, restaurants or other permitted commercial purposes. "Business Office" shall mean an office which does not provide services directly to consumers; "Retail Office" shall mean an office which provides services directly to consumers, including but not limited to financial institutions, real estate, stock brokerage and title companies, travel and insurance agencies, and medical, dental and legal clinics. No more than twenty percent (20%) of the total floor area on each of the Developer Tract and the Jewel/Osco Tract may be used for Retail Office purposes. No more than twenty percent (20%) of the Developer Tract and/or the Jewel/Osco Tract shall be used for Business Office purposes; provided however, that in no event shall Outparcel 1, Outparcel 2A, Outparcel 2B, Outparcel 3, Outparcel 4, Outparcel 5 and/or Outparcel 6 be used for Business Office purposes. Notwithstanding the foregoing sentence, office space used by an occupant for administrative purposes, and which is not open to the general public, shall not be considered Retail Office or Business Office for the purpose of this limitation. Business Office and Retail Office use is not restricted on the Target Tract.

No use shall be permitted within the shopping center which is inconsistent with the operation of a first-class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(A) Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building in the shopping center; provided that the following shall be permitted: background music and customer paging which is heard outside of a Building as is consistent with the operation of other first class shopping centers so long as such music and paging is not heard on the Target Tract.



(B) An operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.

(C) Any "second hand" store, "surplus" store, or pawn shop; provided that this prohibition shall not prohibit (1) the sale and/or leasing by a store of used DVDs, used CDs, or used video games so long as no more than a total of 15 percent of such store's gross sales in the shopping center are collectively from the sale of used DVDs, used CDs and used video games and the lease of used DVDs, used CDs and used video games, and (2) first class antique stores.

(D) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.

(E) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building.

(F) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

(G) Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the shopping center is located.

(H) Any body shop repair operation, including lubrication and/or service center that stores vehicles outdoors overnight and/or body or fender shop, provided that (i) a muffler and brake repair and installation facility, and a tire, battery and auto repair and installation facility shall be permitted on Outparcel 7 and (ii) the Party for Outparcel 7 may not enforce the restriction in this clause against any other parcel.

(I) Any automobile, truck, trailer, boat or recreational vehicle sales, leasing, display or storage; provided that the foregoing restriction shall not prohibit the incidental operation of the foregoing in connection with an otherwise permitted use.

(J) Any bowling alley or skating rink.

(K) Any movie theater or live performance theater.

(L) Any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms.

(M) Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the foregoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop



shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited; all kennels, runs and pens shall be located inside the building; and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the floor area of the pet shop.

(N) Any mortuary or funeral home.

(O) Any establishment selling or exhibiting "obscene" material.

(P) Any head shop or establishment selling or exhibiting drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or scantily clad dancers or wait staff.

(Q) Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds forty percent (40%) of the gross revenues of such business.

(R) No health spa, fitness center or workout facility exceeding 3,500 square feet of floor area, except on Outparcel 7, and in no event shall any such operation on the Developer Tract or the Jewel/Osco Tract be located within three hundred (300) feet of the Target Tract.

(S) Any massage parlors or similar establishments.

(T) Any flea market, car wash or dance hall.

(U) Any amusement or video arcade, pool or billiard hall; provided, however, the foregoing restriction shall not prohibit (i) the incidental operation of the foregoing in connection with an otherwise permitted use or (ii) a family centered facility combining restaurant and entertainment activities such as Dave & Buster's or Chuck E. Cheese from using game machines so long as, if located on the Developer Tract or the Jewel/Osco Tract, such operations are located at least three hundred (300) feet from the main entrance to the Target Building.

(V) Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to (i) on-site employee training by an occupant incidental to the conduct of its business at the shopping center and (ii) this restriction shall not be deemed to preclude the operation of facilities such as Weight Watchers, Sylvan Learning Centers or similar first class operations, not to exceed three thousand (3,000) square feet of Floor Area so long as, if located on the Developer Tract or the Jewel/Osco Tract, such operations are located at least three hundred (300) feet from the Target Tract.

(W) Any gambling facility or operation, including but not limited to: offs track or sports betting parlor; table games such as blackjack or poker; slot machines, video



poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant.

No party shall use, or permit the use of, hazardous materials on, about, under or in its tract, or the balance of the shopping center, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each party agrees to defend, protect, indemnify and hold harmless each other party from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial or removal response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any hazardous material used or permitted to be used by such Party, whether or not in the ordinary course of business.

For the purpose of this Section 5.1.3, the term (i) "Hazardous Materials" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

No merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored within the common area; provided, however, the foregoing prohibition shall not be applicable:

(X) The storage of shopping carts on the Target Tract and the Jewel/Osco Tract, or with respect to the Developer Tract in connection with an occupant that operates a retail business in at least [fifty (50)] locations serving the public across the United States (or ten (10) locations in the State of Illinois) and uses shopping carts as part of its normal operation;

(Y) The installation of an "ATM" banking facility within an exterior wall of any Building;

(Z) The display and sale of items related to the occupant's retail business at the shopping center on the sidewalk in front of any Building located on the Target Tract or the Developer Tract (the "Sidewalk Sales Area"); provided, however, such occupant shall be responsible for the cleaning and maintenance of such Sidewalk Sales Area during such periods it is used for this purpose, and provided further that such display and sale shall be temporary



(not to exceed five (5) consecutive days in duration), and shall be conducted in a first class manner consistent with the standards of a first class shopping center, and within any calendar year there shall be no more than three (3) such sidewalk sales on each Party's Tract;

(AA) The placement of bicycle racks and landscaping planters on the sidewalk in front of any Building;

(BB) The placement of spherical bollards (Target's brand) on the sidewalk in front of any Building on the Target Tract;

(CC) Temporary shopping center promotions, except that no promotional activities will be allowed in the common area without the prior written approval of the Approving Parties;

(DD) Any recycling center required by law, the location of which shall be subject to the approval of the Approving Parties;

(EE) Outdoor seating shown on the Site Plan; or

(FF) Any designated outside sales area; provided, however, with respect to any outside sales area which is not included within a Building Area, such space may be used not more than three (3) times per calendar year for all permitted activities and the duration of such use shall be subject to the following limitations: during the period commencing on October 15<sup>th</sup> and ending on December 27<sup>th</sup> -- no limitation on the number of days of consecutive use; during the period commencing February 15<sup>th</sup> and ending on July 10<sup>th</sup> -- not more than one hundred twenty-five (125) consecutive days of use; and, during any other period -- not more than thirty (30) consecutive days of use.

The following use and occupancy restrictions shall be applicable to the Developer Tract and the Jewel/Osco Tract:

(GG) No restaurant shall be located within three hundred (300) feet of the Target Tract; provided however, that this restriction shall not be applicable to (x) Quick Serve Restaurants, (y) a restaurant located on Outparcel 1 and/or Outparcel 6 and/or (z) a Restaurant of not more than 3,500 square feet of Floor Area offering "counter service" only on Outparcel 5. A "Quick Serve Restaurant" is a restaurant occupying not more than 2,200 square feet of Floor Area offering "counter service" only and limited seating.

(HH) Intentionally Omitted.

(II) No store, department or operation of any size selling or offering for sale any pharmaceutical drugs requiring the services of a licensed pharmacist shall be permitted (a "Pharmacy"); provided, however, that this clause shall not prohibit the operation of any



Pharmacy operation integrated with a supermarket business of not less than 40,000 square feet so long as such operation (i) is operated under the same trade name as the supermarket, (ii) does not have an exterior entrance separate from the entrance to such supermarket and (iii) except as to the Jewel/Osco Tract, does not have a drive up facility. The terms of the immediately preceding sentence shall cease to apply and shall no longer be in force if (x) [1] a Pharmacy (as defined above) is not operating on the Target Tract for a continuous period of 36 months (or if Target is operating without a Pharmacy for a continuous period of 12 months) after the date of this OEA, [2] after said 36-month period, or 12-month period, as the case may be, Developer provides Target with written notice that the Pharmacy exclusive under Section 5.1.5(C) of this OEA is at risk of expiring, and [3] a Pharmacy is not operating on the Target Tract within twelve (12) months after Target's receipt of said notice, or (y) [i] a Pharmacy is operating on the Target Tract within a period of 36 months, or 12 months, as the case may be, after the date of this OEA, but after said initial operation of a Pharmacy on the Target Tract, there is no Pharmacy operating on the Target Tract for a continuous period of thirty (30) months or longer (or if Target is operating without a Pharmacy for a continuous period of 12 months or longer), [ii] after said thirty-six (36) month period, or 12 month period, as the case may be, Developer provides Target with written notice that the Pharmacy exclusive under Section 5.1.5(C) of this OEA is at risk of expiring, and [iii] a Pharmacy is not operating on the Target Tract within twelve (12) months after, Target's receipt of said notice. The above-referenced periods shall be extended pursuant to the provisions of Section 6.12 below.

(JJ) No pet shop shall be located thereon within three hundred (300) feet of the Building Area located on the Target Tract.

(KK) No gas/service station and/or other facility that dispenses gasoline, diesel or other petroleum products as fuel shall be permitted except on Outparcel 7.

(LL) No liquor store offering off-premises sale of alcoholic beverages within five hundred feet (500) feet of the Building Area on the Target Tract shall be permitted, nor shall any liquor store offering off-premises sale of alcoholic beverages exceeding 10,000 square feet of floor area be permitted, provided, however, the foregoing restriction shall not prohibit the incidental sale of liquor in connection with an otherwise permitted use, including the operation of a supermarket on the Jewel/Osco Tract.

(MM) No liquor store offering off-premises sale of alcoholic beverages shall be permitted during any period a Jewel/Osco store is operating on the Jewel/Osco Tract, provided, however, that any liquor store which has an executed lease as of the date hereof shall be deemed permitted.

(NN) No discount department store; provided, however, a club membership warehouse store shall not be prohibited hereby.

No part of the Developer Tract shall be used as (a) a supermarket, which shall be defined as any store or department containing more than 3,000 square feet of Floor Area, including



aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption; as a bakery or delicatessen, except any sandwich shop of less than 3,000 square feet including, without limitation, retailers such as Potbelly's Sandwich Works, Subway and Panera Bread; as a cigarette or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories; or for the sale of fresh or frozen meat, dairy, fish, poultry or produce for off-premises consumption, including, without limitation, retailers such as Omaha Steaks and Honeybaked Ham, provided, however, the use of premises located in the Shopping Center by Petco Animal Supplies Stores, Inc. for the sale of pet food, pet supplies, fish, birds, small animals, reptiles and related pet goods that will in no event include any food for human consumption, and ancillary to the foregoing, pet grooming, pet training, veterinary and related pet services, shall be expressly permitted, or (b) a dollar store within 400 feet of the Jewel/Osco Tract (which shall be defined as any store primarily devoted to the deep-discount retail sale of general merchandise and/or food for off-premises consumption including, without limitation, single price point retailers such as "All-A-Dollar", "99 Cents Only", "Family Dollar", "Greenbacks", "Dollar General" and "Big Lots"), provided, however, that no such dollar store shall be permitted to engage in the retail sale of dairy, fresh bread or fresh produce.

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RESTRUCTURING OF HOME LOAN PROVIDED TO HEARTLAND PHOENIX HOUSE LLC FOR CONSTRUCTION OF PHOENIX HOUSE APARTMENTS AT 1251 S. SAWYER AVE.

[O2019-7773]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the restructuring of the 2007 HOME Investment Partnership for Phoenix House Apartments to facilitate borrower's sale to Heartland Phoenix House LLC, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.



This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City Council of the City (the "City Council") has determined that the continuance of a shortage of rental housing affordable to persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City programmed HOME Investment Partnership Program ("HOME") funds whereby acquisition and rehabilitation loans were made available to owners of rental properties, and HOME is administered by the City's Department of Housing ("DOH"); and

WHEREAS, The City Council, pursuant to an ordinance enacted on November 15, 2006, and published at pages 92011 -- 92018 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, authorized DOH to provide HOME financing in the amount



of \$1,300,000 (the "HOME Loan") for the construction of a building called the Phoenix House Apartments (the "Building") located at 1251 South Sawyer Avenue (the "Property"), in Chicago, Illinois, and the 32 residential dwelling units therein (the "Project"); and

WHEREAS, The Phoenix House LLC, an Illinois limited liability company, owns the Building (the "Borrower"); and

WHEREAS, In connection with the Project, the City made the HOME Loan to the Borrower on March 30, 2007 with an interest rate of zero percent per annum, which HOME Loan is secured by, among other things, that certain Mortgage, Security Agreement and Financing Statement dated March 30, 2007 and recorded on March 30, 2007 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0708905157, made by the Borrower in favor of the City (the "Mortgage"); and

WHEREAS, The City conveyed the Property to AidsCare, Inc., an Illinois not-for-profit corporation, the Borrower's predecessor in title, pursuant to the ordinances, agreements ("Agreements") and deeds ("Deeds") identified on Exhibit A hereto; and

WHEREAS, The Borrower wishes to sell the Building to Heartland Phoenix House LLC, an Illinois limited liability company ("New Owner"), the sole member of which is Heartland Housing, Inc., an Illinois not-for-profit corporation, and requested that DOH approve the proposed sale of the Building and assumption of the Mortgage and other associated HOME Loan documents by New Owner (the "Transfer"); and

WHEREAS, DOH has approved a restructuring of the HOME Loan (the "Restructuring") in a manner which (1) will authorize the Transfer, (2) will not alter the principal amount of the HOME Loan, (3) will not alter the interest rate on the principal balance of the HOME Loan, and (4) will not alter the maturity date of the HOME Loan (collectively, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of DOH (the "Housing Commissioner") or a designee of the Housing Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Restructuring which do not substantially modify the Material Terms of the documents for the HOME Loan, except as indicated herein. The Housing Commissioner, or a designee of the Housing Commissioner, 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 Restructuring, including but not limited to amending the Agreements and/or the Deeds with respect to the Transfer pursuant to Section 2-44-040(a)(3) of the Municipal Code of Chicago (the "Municipal Code"). The Housing Commissioner or a designee of the Housing Commissioner 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 any future restructuring of the HOME Loan, which do not substantially modify the Material Terms of the HOME Loan.

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. Sections 2-44-070 and 2-44-080 of the Municipal Code shall not apply to the Property or Project in connection with the Restructuring.

SECTION 4. 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".*

*Ordinances, Agreements And Deeds.*

(Amendments In Italics)

Ordinance Date	Agreement Recording Date	Agreement Recording Number	Deed Recording Date	Deed Recording Number
February 6, 2002 <i>Journal pages</i> 79023 -- 79049	April 2, 2002 <i>January 7, 2004</i> <i>March 30, 2007</i>	0020374918 <i>0400732215</i> <i>0708905152</i>	April 15, 2002 <i>January 7, 2004</i> <i>March 30, 2007</i>	0020428244 <i>0400732216</i> <i>0708905148</i>
February 5, 2003 <i>Journal pages</i> 103558 -- 103584	July 3, 2003 <i>January 7, 2004</i> <i>March 30, 2007</i>	0318407006 <i>0400732213</i> <i>0708905151</i>	August 19, 2003 <i>January 7, 2004</i> <i>March 30, 2007</i>	0323131089 <i>0400732214</i> <i>0708905149</i>
February 5, 2003 <i>Journal pages</i> 103558 -- 103584	July 3, 2003 <i>January 7, 2004</i> <i>March 30, 2007</i>	0318407006 <i>0400732213</i> <i>0708905151</i>	February 25, 2004 <i>March 30, 2007</i>	0405603030 <i>0708905150</i>



SETTLEMENT AGREEMENT REGARDING CASE OF *CHERETA ADAMS, AS SPECIAL ADMINISTRATOR OF ESTATE OF CHEQUITA ADAMS, DECEASED V. CITY OF CHICAGO, A MUNICIPAL CORPORATION, JAMIE JAWOR (STAR # 6740), INDIVIDUALLY AND AS AGENT OF CITY OF CHICAGO.*

[Or2019-396]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Chereta Adams, as Special Administrator of the Estate of Chequita Adams, Deceased v. City of Chicago, a Municipal Corporation, Jamie Jawor (Star # 6740), individually and as agent of the City of Chicago*, cited as 17 L 008570 (Circuit Court of Cook County, Law Division), in the amount of: \$4,900,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with one dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

**Yeas** -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

**Nays** -- Aldermen Ervin, Napolitano -- 2.

Alderman Thompson 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: *Chereta Adams, as Special Administrator of the Estate of Chequita Adams, Deceased v. City of Chicago, a Municipal Corporation, Jamie Jawor (Star # 6740), individually and as agent of the City of Chicago*, cited as 17 L 008570 (Circuit Court of Cook County, Law Division), in the amount of \$4,900,000.

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SETTLEMENT AGREEMENT REGARDING CASE OF *ERICK T. SMITH AND WIVIONIA HAYWOOD JONES V. MICHAEL R. ALANIZ, RODRIGO J. CORONA AND CITY OF CHICAGO*.

[Or2019-397]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Erick T. Smith and Wivionia Haywood Jones v. Michael R. Alaniz, Rodrigo J. Corona and the City of Chicago*, cited as 14 C 4359 (Northern District of Illinois), in the amount of: \$295,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*



On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

*Nays* -- Alderman Gardiner -- 1.

Alderman Thompson 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: *Erick T. Smith and Wivionia Haywood Jones v. Michael R. Alaniz, Rodrigo J. Corona and the City of Chicago*, cited as 14 C 4359 (Northern District of Illinois), in the amount of \$295,000.

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SETTLEMENT AGREEMENT REGARDING CASE OF KARONNA WILLIAMS, ON BEHALF OF HERSELF AND HER SON, JOHN DOE, AND NASEEM STEVENS V. CITY OF CHICAGO, JORGE LOPEZ (STAR # 20298), ENRIQUE PACHECO (STAR # 20258), JOSEPH ZULKEY (STAR # 20541) AND ANITA WHICHER (STAR # 21774).

[Or2019-398]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Karonna Williams, on behalf of herself and her son, John Doe, and Naseem Stevens v. City of Chicago, Jorge Lopez (Star # 20298), Enrique Pacheco (Star # 20258)*,



*Joseph Zulkey (Star # 20541) and Anita Whicher (Star # 21774), cited as 19 CV 2993 (Northern District of Illinois), in the amount of: \$200,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.*

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.*

*Nays -- None.*

Alderman Thompson 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: Karonna Williams, on behalf of herself and her son, John Doe, and Naseem Stevens v. City of Chicago, Jorge Lopez (Star # 20298), Enrique Pacheco (Star # 20258), Joseph Zulkey (Star # 20541) and Anita Whicher (Star # 21774), cited as 19 CV 2993 (Northern District of Illinois), in the amount of \$200,000.*

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PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2019-393]

The Committee on Finance submitted the following report:



CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sánchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 7094  
and 7095 of this *Journal*.]



City Of Chicago  
Journal Report for City Council GL Claims

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)									
ENRIGHT	BRIAN	11212 S CHRISTIANA AVE	CHICAGO	IL	60655	12/26/2018	\$571.74	Claimant	11212 S CHRISTIANA
STEPHEN	TRACY	9059 SOUTH JUSTINE ST.	CHICAGO	IL	60620	02/06/2019	\$2,189.00	Claimant	9059 S JUSTINE STREET
<i>Lexington H/50 Parolina Felder</i>		C/O THOMAS GEORGE ASSOC	EAST	NY	117310030	07/25/2018	\$394.27	DEPARTMENT OF REVENUE	450 W 129TH PLACE
		C/O THOMAS GEORGE ASSOC	EAST	NY	117310030	07/25/2018	\$1,359.38	Claimant	450 W 129TH PLACE
Total of Split Claims:		Number 4	Amount \$4,514.39						
Claimant Type Desc: Vehicle(8)									
ALFORQUE	ANDRE	2933 N SHERIDAN RD, #409	CHICAGO	IL	60657	10/17/2018	\$45.21	Claimant	459 W BELMONT AVENUE
ANDRONACHE	ANCA	10118 OLD ORCHARD CT, UNIT 201	SKOKIE	IL	60076	09/22/2018	\$227.82	Claimant	3445 W FOSTER AVE
AYALA	TASHIA	6409 N LAKEWOOD AVE	CHICAGO	IL	60626	03/18/2019	\$35.00	Claimant	710 S LAKE SHORE DRIVE
BUTLER	ROBIN	1457 E 66TH PLACE	CHICAGO	IL	60637	02/18/2019	\$270.00	Claimant	7000 S SOUTH SHORE
CUADRADO	ANGEL	5901 MADISON STREET	BERKELEY	IL	60163	12/12/2018	\$1,848.46	Claimant	500 E LOWER WACKER
EARLS	ANDRE	28 SOUTHFIELD AVE. #137	STAMFORD	CT	06902	02/21/2019	\$199.27	Claimant	5906 N SHERIDAN RD
GENG	XIYUAN	1437 W HARRISON STREET	CHICAGO	IL	60607	04/21/2019	\$50.57	Claimant	290 S MORGAN STREET
GENTILE	SALVATORE	1353 S PLYMOUTH COURT	CHICAGO	IL	60605	03/25/2019	\$301.21	Claimant	891 S DES PLAINES
GOLDSTICK	MYRNA	4415 W GREENLEAF AVENUE	LINCOLNWOOD	IL	60712	05/10/2019	\$198.44	Claimant	6400 N LINCOLN AVENUE
GORGEI	MELISSA	939 WEST WINDSOR AVE. #2N	CHICAGO	IL	606405730	04/05/2019	\$67.75	Claimant	5026 N BROADWAY
HAFFENBERG	MARY	243 W. SCOTT STREET, APT. 4	CHICAGO	IL	60610	10/22/2018	\$506.25	Claimant	141 W SCHILLER STREET
IVY	JEROME	6642 S. KIMBARK AVE.	CHICAGO	IL	60637	03/17/2019	\$205.00	Claimant	1400 S LAKE SHORE DR
JANSKY	ARTHUR	2719 WEST 107TH ST.	CHICAGO	IL	60655	01/25/2019	\$724.59	Claimant	11055 S WESTERN AVE.
JIMENEZ RAMOS	JUAN	2637 W 22ND PLACE	CHICAGO	IL	60608	12/17/2018	\$850.00	Claimant	4005 W OGDEN AVENUE
KOSSARI	FARID	1801 S MICHIGAN AVE	CHICAGO	IL	60616	04/13/2018	\$539.84	Claimant	1900 S CANALPORT
KRYNSKI	ADAM	770 SKOKIE BLVD. UNIT 243	NORTHBROOK	IL	60062	02/23/2019	\$121.31	Claimant	4543 W IRVING PARK
KUKULAS	PAUL	5455 N SHERIDAN RD	CHICAGO	IL	60640	02/03/2019	\$830.75	Claimant	1001 W CATALPA AVE
LEGLER	RAY	1645 N OAKLEY AVE	CHICAGO	IL	60647	04/09/2019	\$64.32	Claimant	939 W NORTH AVE
MARCELO	TEODORO	4346 N HONORE STREET	CHICAGO	IL	60613	03/22/2019	\$121.73	Claimant	1555 S INDIANA AVE
MARCELO	TEODORO	4346 N HONORE STREET	CHICAGO	IL	60613	03/04/2019	\$250.28	Claimant	1308 W PRATT BLVD
MASLIANSKY	AARON	9007 LINCOLNWOOD DR	EVANSTON	IL	60203	04/14/2019	\$96.62	Claimant	934 N NORTH BRANCH



10/16/2019

## REPORTS OF COMMITTEES

7095

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
MAY	MICHAEL	512 NORTHGATE ROAD	LINDENHURST	IL	60046	02/11/2019	\$50.00	DEPARTMENT OF REVENUE	6326 N LINCOLN AVENUE
MAY	MICHAEL	512 NORTHGATE ROAD	LINDENHURST	IL	60046	02/11/2019	\$24.41	Claimant	6326 N LINCOLN AVENUE
MCKINNEY	STEPHEN	7045 S. CONSTANCE, APT. 2A	CHICAGO	IL	60649	07/24/2018	\$170.79	Claimant	7016 S CONSTANCE
MITIC	NENAD	6635 WEST NORWOOD COURT	HARWOOD	IL	60706	02/25/2019	\$71.74	Claimant	1120 N LAKE SHORE DRIVE
MORENO	CHRISTIAN	1839 W BELLE PLAINE AVENUE	CHICAGO	IL	60613	05/01/2018	\$75.00	Claimant	2451 S ARCHER AVENUE
NIKOLAEV	ALEXANDER	4433 N GREENVIEW AVE	CHICAGO	IL	60640	04/01/2019	\$84.79	Claimant	1000 N LAKE SHORE DRIVE
PATEL	NEIL	5520 LEGACY LANE	SPRINGFIELD	IL	62711	03/16/2019	\$370.89	Claimant	2500 W OGDEN AVENUE
ROBERTS	JO ANN	195 N. HARBOR DR. #1203	CHICAGO	IL	60601	04/17/2019	\$288.97	Claimant	2500 W 87TH STREET
ROLAND	SEAN	11252 SOUTH KEDZIE AVE.	CHICAGO	IL	60655	03/14/2019	\$69.01	Claimant	3721 W 103RD STREET
ROLLER	MARY	1711 BRUMMEL ST	EVANSTON	IL	60202	02/14/2019	\$136.59	Claimant	1900 N WESTERN AVE
SCHOFIELD	CORIE	4858 1/2 N. Hermitage Ave, #3C	CHICAGO	IL	60640	03/14/2019	\$223.35	Claimant	5600 N LAKE SHORE DRIVE
SHRIVER	MICHELLE	1144 EVERGREEN AVE	DES PLAINES	IL	60016	02/22/2019	\$178.19	Claimant	4612 W LAWRENCE AVE
SIEMERS	RYAN	2919 N BURLING ST. #1	CHICAGO	IL	60657	12/02/2018	\$245.57	Claimant	5000 N. Lakeshore Dr.
SIMS JR	WALTER	10229 S HOXIE AVE	CHICAGO	IL	60617	03/18/2019	\$253.39	Claimant	13300 S BRAINARD AVE
STEFANICK	DANIELLE	1038 WEST 18TH ST.	CHICAGO	IL	60608	02/20/2019	\$65.73	Claimant	1440 W NORTH AVENUE
SYED	ALI	4918 CONRAD ST. #2G	SKOKIE	IL	60077	02/06/2019	\$148.17	Claimant	2935 W PETERSON AVE
TAYLOR	JUDY	1444 S. KOSTNER AVE.	CHICAGO	IL	60623	03/31/2019	\$56.58	Claimant	1103 S PULASKI RD
VANDER PLUYM	LUKE	6825 N SHERIDAN RD. #305	CHICAGO	IL	60626	02/22/2019	\$82.04	Claimant	5821 N SHERIDAN ROAD
WEISS	ELLIOT	9319 N KOSTNER AVENUE	SKOKIE	IL	60076	02/24/2019	\$162.51	Claimant	2400 N LAKE SHORE DRIVE
ZILINSKY	JAMES	16332 EUGENE SIEGEL COURT	CREST HILL	IL	60403	12/09/2018	\$666.48	Claimant	5255 N AUSTIN AVE
		ROANOKE NATIONAL SUBROGATION CLAIMS	ROANOKE	VA	24018	01/29/2019	\$249.38	DEPARTMENT OF REVENUE	2255 E 103RD STREET
		ROANOKE NATIONAL SUBROGATION CLAIMS	ROANOKE	VA	24018	01/29/2019	\$279.12	Claimant	2255 E 103RD STREET
Total of Split Claims:		Number 43	Amount \$11,507.12						
Total of Split Claims:		Number 47	Amount \$16,021.51						



## PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

[Or2019-395]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants, the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 314-99-4415-9148-0938:

[List of claimants printed on page 7097 of this *Journal*.]



COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ARMSTRONG, BETTY	17-04-223-086-1088	02 HOPKINS	50.00
BARRETT, PETER	14-33-106-004-0000	43 SMITH	50.00
BATHER, BRUCE E.	17-03-202-065-1099	42 REILLY	50.00
BEARDSLEY, CHRISTOPHER	14-16-301-041-1013	46 CAPPLEMAN	50.00
CARLSON, RICHARD G.	17-04-207-087-1549	02 HOPKINS	50.00
CHADWELL, LLOYD F.	14-21-110-020-1316	46 CAPPLEMAN	50.00
CONLEY, BEVERLY ROSE	14-16-301-041-1479	46 CAPPLEMAN	50.00
CORRIERE, ROSEMARY	14-33-409-024-1268	43 SMITH	50.00
CREMER, PETER M.	17-04-207-087-1315	02 HOPKINS	50.00
DADAJEWSKA, JOANNA	17-04-207-086-1282	02 HOPKINS	50.00
DAVIS, MELVIN JAY	14-05-407-015-1098	48 OSTERMAN	50.00
DELACRUZ, SHARON A.	14-08-407-022-1132	48 OSTERMAN	50.00
DES LAURIERS, MICHELLE	17-04-412-028-1160	02 HOPKINS	50.00
EX, ROBERT J.	14-16-303-035-1013	46 CAPPLEMAN	50.00
FELDMAN, JUDITH E.	17-04-218-051-1017	02 HOPKINS	50.00
FORDE, KEVIN M.	17-04-218-051-1031	02 HOPKINS	50.00
FREUND, MARILYN B.	17-04-207-087-1513	02 HOPKINS	50.00
GIACALONE, DONNA	17-04-207-087-1154	02 HOPKINS	50.00
GLEBOCKI, CEZARY	17-04-224-047-1070	42 REILLY	50.00
GLICK, RICHARD M.	17-03-104-020-1046	43 SMITH	50.00
GONZALEZ, SHARON M.	17-04-207-098-1411	02 HOPKINS	50.00
GUIA, VITORICA	13-16-115-042-1006	45 GARDINER	50.00
GUILLERMO, LINDA	14-21-110-020-1609	46 CAPPLEMAN	50.00
GURDA, CHRISTINE	13-18-409-033-1017	38 SPOSATO	50.00
HAMILTON, GETA	14-08-408-035-0000	48 OSTERMAN	50.00
HANSEN, JAMES W	17-03-220-020-1519	42 REILLY	50.00
HARALLENNE, BASAVARAJ K.	17-10-401-014-1130	42 REILLY	50.00
HASTER, LINDA JEAN	17-04-216-064-1119	02 HOPKINS	50.00
HAWRYCH, MARIA	13-18-409-069-1095	38 SPOSATO	50.00
HUGHES, MICHELE G.	17-04-223-086-1085	02 HOPKINS	50.00
KARACIC, THOMAS J.	17-10-132-037-1517	42 REILLY	50.00
KUMSKIS, NANCY E.	17-10-401-014-1428	42 REILLY	50.00
LIPSKI, BOGUSLAW	17-22-110-110-0000	03 DOWELL	50.00
MALINOWSKI, JOANNE	14-17-205-055-1004	46 CAPPLEMAN	50.00
MANGELSON, DARL R	17-09-410-014-1693	42 REILLY	50.00
MILLER, AVRA	14-05-211-021-1021	48 OSTERMAN	50.00
MOSSE, CAROL ANN	14-16-304-039-1142	46 CAPPLEMAN	50.00
NELSON, ANNA CHRISTINA	14-16-301-041-1846	46 CAPPLEMAN	50.00
NEWBURY, DIANE S.	17-03-201-055-0000	02 HOPKINS	50.00
ROSENBERG, VIVIAN	17-10-400-012-1571	42 REILLY	50.00
RUSSMAN, WILLIAM E.	10-36-118-005-1106	50 SILVERSTEIN	50.00
RUVEL, BARBARA	14-16-304-039-1107	46 CAPPLEMAN	50.00
SCHICHTEL, KAREN S.	14-28-318-064-1114	43 SMITH	50.00
SENNOTT, JANET P.	17-03-201-055-0000	02 HOPKINS	50.00
SITARSKI, JEAN	17-03-200-063-1063	02 HOPKINS	50.00
SKAER, LAELA M.	14-08-203-017-1104	48 OSTERMAN	50.00
SORENSEN, DOREEN L.	13-18-409-074-1134	38 SPOSATO	50.00
SPUN, SELIG	10-36-119-003-1010	50 SILVERSTEIN	50.00
STASIV, DANIILA	13-18-409-069-1119	38 SPOSATO	50.00
STEINFELD, STEVEN	17-04-211-033-1016	02 HOPKINS	50.00
STEWART, JAMES G.	14-16-301-041-1451	46 CAPPLEMAN	50.00
STONE, GAIL	17-04-223-086-1007	02 HOPKINS	50.00
SYSOL, KAREN E.	14-05-215-017-1162	48 OSTERMAN	50.00
THOMAS, EDITH	14-21-101-034-1411	46 CAPPLEMAN	50.00
THORPE, DIANA	14-05-403-201-1136	48 OSTERMAN	50.00
TUMA, TONY L.	14-16-304-042-1010	46 CAPPLEMAN	50.00
TURETZKY, SHEILA	14-16-304-039-1104	46 CAPPLEMAN	50.00
VASQUES, MARY C.	14-16-301-041-1595	46 CAPPLEMAN	50.00
WALKER, DONNA M.	17-04-207-087-1144	02 HOPKINS	50.00
WHITE, MARTHA	14-21-101-034-1076	46 CAPPLEMAN	50.00
WROBLEWSKI, JANINA	12-11-119-023-1034	41 NAPOLITANO	50.00
WYSZKOWSKI, MARIA BUTAK	14-08-408-035-0000	48 OSTERMAN	50.00



*Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.*

[CL2019-1926]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, Small Claims Division, to which were referred on September 20, 2018, and on subsequent dates, sundry claims for various refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the committee's recommendation was *Concurred In* by yeas and nays as follows:

*Yeas --* Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays --* None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

[List of denied claims printed on page 7099  
of this *Journal*.]



City Of Chicago  
**Denied Claims by Claim Name**

Denied Date: 10/16/2019

Claimant Name	Introduced to City Council	Claimant Name	Introduced to City Council
ALLSTATE A/S/O CASTENDA,	09/18/2019	PARKS, MANDY LYNN	10/31/2018
ALLSTATE INSURANCE A/S/O	09/20/2018	PEREZ, CELSO	06/12/2019
AMERICAN ACCESS CASUALTY	09/18/2019	PROGRESSIVE MICHIGAN INS. CO.	09/18/2019
AMERICAN ACCESS CASUALTY	04/10/2019	ROBINSON, DENISE	01/23/2019
BAMIGBADE, STEPHANIE	09/18/2019	SANCHEZ, JOSE L	09/18/2019
BELLO, ANGELES Y	01/23/2019	SARMIENTO TEYSSIER, KARLA	01/23/2019
BIRD, REGINA Y	05/23/2018	STATE FARM A/S/O WILBUR	01/23/2019
BROWN, THELONIUS J	09/20/2018	STATE FARM INSURANCE A/S/O	09/18/2019
BRUEGGER, LINDA R	09/18/2019	STEPHEN, TRACY L	09/18/2019
BURTON, BENJAMIN	05/29/2019	TENECELA, JUAN M.	05/29/2019
CARABETTA, MARIA R.	05/29/2019	VICTOR, JULIE P	09/18/2019
CASSIDY, TRACY S	01/23/2019	WALKER, PAMELA N	11/07/2018
CASTANEDA, JORGE	09/18/2019	WILLIAMS, MARCENE	06/27/2018
COCHRANE, MARGARET B	06/12/2019	XIA, TIAN	09/18/2019
COLON, ENRIQUE J	09/18/2019	ZARAGOZA, ALONSO E	09/20/2018
ELEY, ELIZABETH M	11/07/2018		
ELLIS, MIKEONA	09/18/2019		
FLOWERS, MICHAEL T	09/20/2018		
FOUNDERS INSURANCE A/S/O	06/12/2019		
GEICO A/S/O MARGARET A.	09/18/2019		
HAGA, PATRICIA	06/12/2019		
HENRY, TABITHA	03/28/2018		
HOWARD, SHEBA	12/12/2018		
JACKSON, ROBERT	09/18/2019		
JOSEPH, NICOLE M.	04/10/2019		
KLYCE, RANDY	01/23/2019		
LAI, MIASARAH	09/20/2018		
LEE, JEANNE	09/20/2018		
LEE, LARRY D.	09/20/2018		
MARACCINI, CHRISTINE	01/23/2019		
MARTINEZ, NOEMI	03/13/2019		
MEGHANI, ROSHAN S	10/31/2018		
MET LIFE AUTO AND HOME A/S/O	09/18/2019		
MICHON, JOSEPH C	03/13/2019		
MOORE, ERICA	09/18/2019		
MORALES, JULIA E	06/12/2019		
MORENO, DAVID	01/23/2019		
PARKER, CAROLYN H	05/29/2019		



*Placed On File* -- REPORT OF SETTLEMENT OF SUITS AGAINST CITY DURING MONTH OF SEPTEMBER 2019.

[F2019-125]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Finance, having had under consideration a communication transmitting a list of cases in which judgments or settlements were entered into for the month of September 2019, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.



**COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.**

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AMENDMENT OF CHAPTER 2-53 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS, ADDING NEW SECTION 2-53-035 AND REPEALING SECTIONS 2-53-050 AND 2-53-060 CONCERNING POWERS AND DUTIES OF CITY COUNCIL OFFICE OF FINANCIAL ANALYSIS.

[O2019-6955]

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

CHICAGO, October 16, 2019.

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

Your Committee on the Budget and Government Operations, to which was referred an ordinance by Alderman Pat Dowell (3<sup>rd</sup> Ward), Alderman Michele E. Smith (43<sup>rd</sup> Ward) and Alderman Brendan Reilly (42<sup>nd</sup> Ward), amending Municipal Code Chapter 2-53 concerning powers and duties of City Council Office of Financial Analysis, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 2-53 of the Municipal Code of Chicago is hereby amended by deleting the language struck-through and inserting the language underscored, as follows:

2-53-010 Establishment.

There is hereby established an office which shall be known as the City Council Office of Financial Analysis ("Office"), and which shall include ~~the Council Financial Analyst a~~ Director, and such other assistants and employees as provided for in the annual appropriation ordinance.

2-53-020 Director -- Appointment, Term Of Office, And Qualifications.

(a) Upon a recommendation from the Chairman of the Committee on the Budget and Government Operations, and approval by a vote of two-thirds of all members of the City Council, ~~oversight committee established by this chapter, the council financial analyst the Director~~ shall be appointed ~~by a vote of two-thirds of all the members of the city council to serve a four-year term.~~

The ~~council financial analyst~~ Director shall be appointed ~~for a term of four years, but may be removed prior to the expiration of his term, at any time, with or without cause, by a two-thirds vote of all the members of the e~~ City e Council.

(b) The ~~council financial analyst~~ Director shall have, at minimum, the following minimum qualifications:

- (1) ~~has~~ a graduate degree in finance, economics, business or other relevant field;
- (2) ~~has~~ experience in municipal finance, or substantially similar equivalent experience; and
- (3) ~~has not been employed by the city for a period of three years prior to the date of his appointment; and~~
- (4) ~~has not been convicted of any~~ no felony conviction ~~under the laws of the state of Illinois, another state, or the United States.~~



(c) ~~No council financial analyst~~ current Director or employee of the ~~council~~ Office of financial analysis may, during his employment: (1) hold, or become candidate for, any other elective or appointed public office except for appointments to governmental advisory boards or study commissions or as otherwise expressly authorized by law; or (2) actively participate in any campaign for any elective office. This subsection (c) shall not apply to the Director or any employee of the Office to the extent that it is inconsistent with any law or regulation of the United States or the State of Illinois that preempts home rule.

2-53-030 Director -- Powers And Duties.

~~The council financial office and council financial analyst~~ Director shall have the following duties and no others: to provide members of the City Council, through the Committee on the Budget and Government Operations, with:

(a) ~~a financial analysis of the Mayor's proposed annual budget~~ a summary and analysis of the City's Comprehensive Annual Financial Report;

(b) an annual budget options report of potential cost saving reforms and efficiencies;

(c) ~~a summary and analysis of the city's annual audit~~ a financial analysis of the Mayor's proposed annual budget;

(d) a review of proposed public-private partnership agreements or asset leases;

(e) ~~an annual~~ a quarterly report on the ~~council financial~~ Office's activities, including a report of all fiscal impact statements that the Office prepared pursuant to subsection (h):

(f) a review of the annual financial analysis budget forecast;

(Omitted text unaffected by this ordinance.)

(i) ~~a quarterly report of all fiscal impact statement prepared in that quarter; and~~

(j) other financial analyses upon the request of a member of the City Council the Chairman of the Committee on the Budget and Government Operations.



2-53-035 Reports Open To Public Inspection.

All reports, analyses, and statements issued by the Office shall be posted on the Office's website and open to public inspection, except to the extent that information contained therein has been redacted because it is exempted from disclosure by the Illinois Freedom of Information Act or any other applicable law.

2-53-040 Access To e City Records.

(a) ~~The council financial analyst~~ Director is authorized to obtain such information, data, records, reports, and estimates, and statistics from any officer, employee, department, agency, contractor, subcontractor and licensee of the e City, and every applicant for certification of eligibility for a e City contract or program, as the ~~council financial analyst~~ Director determines is necessary for the performance of his functions powers and duties.

(b) ~~It shall be the duty of e~~ Every officer, employee, department, agency, contractor, subcontractor and licensee of the e City, and every applicant for certification of eligibility for a e City contract or program, has a duty to cooperate with the ~~council financial analyst~~ Director's requests made pursuant to subsection (a), unless such materials are subject to attorney-client privilege in providing information relevant to any analysis or preparation of a report undertaken pursuant to this chapter.

(c) ~~The council financial analyst shall not be entitled to obtain records or documents which are protected by the privileges for attorney-client communications, attorney work product, or materials prepared for litigation. The~~ Director shall have read-only access to the City's budget, financial, procurement, and related systems in order to export data and run reports.

(d) As soon as practicable, and upon request, the Director shall provide ~~If requested by an alderman, city official or department head, the council financial analyst shall provide, as soon as practicable, to such person any information used in the preparation of any analysis, report or fiscal impact statement authorized by this chapter.~~

(e) All aldermanic briefings related to ~~COFA~~ Office reports shall be coordinated through the Chairman of the Committee on the Budget and Government Operations.

SECTION 2. Sections 2-53-050 and 2-53-060 of the Municipal Code of Chicago are hereby deleted in their entirety.

SECTION 3. This ordinance shall take effect following due passage and approval.



GRANT OF NEIGHBORHOOD OPPORTUNITY FUND ASSISTANCE TO AND  
EXECUTION OF REDEVELOPMENT AGREEMENT WITH MERCER STREET  
HOLDINGS THREE LLC FOR PROPERTY AT 3250 W. ROOSEVELT RD.

[O2019-7113]

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

CHICAGO, October 16, 2019.

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

Your Committee on the Budget and Government Operations, to which was referred an ordinance authorizing the execution of a redevelopment agreement with Mercer Street Holdings Three LLC and approving the Neighborhood Opportunities Fund Grant for Living Fresh Market at 3250 West Roosevelt Road, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The following is said ordinance as passed:

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

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

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

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

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

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

WHEREAS, DPD has determined that the applicant named in Exhibit A attached hereto (the "Grantee") meets the requirements of the NOF Ordinance and is eligible to receive a



NOF grant for the project described in Exhibit A, in the amount and under the terms and conditions set forth in Exhibit A (the "Grant"); and

WHEREAS, DPD has recommended that the City Council of the City approve the Grant to the Grantee, now, therefore,

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

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

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute a redevelopment agreement with the Grantee and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

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

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

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

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



*Exhibit "A".*



### NOF CONDITIONAL AWARD LETTER

March 22, 2019  
Amended July 25, 2019

Joseph Rosato  
Mercer Street Holdings Three, LLC  
c/o Tolis Advisors  
447 Broadway, 3<sup>rd</sup> Floor  
New York, NY 10013

Dear Joseph,

Congratulations, your application for the Neighborhood Opportunity Fund ("NOF") has been conditionally approved for up to **\$1,547,484.71** in NOF Grant assistance (inclusive of \$357,111.85 for the Build Community Wealth Bonus), subject to your acquisition of the property described below, and subject to City Council approval and execution of a Redevelopment Agreement ("RDA") with the City of Chicago (the "City"), through the Department of Planning and Development ("DPD").

This letter outlines the general terms and conditions of the approval. Your application was selected and approved based on its proposed Project Plan and Project Scope, which are described below. If any changes are made to either the Project Plan or Project Scope, you must inform DPD in advance of proceeding. Any changes without DPD's prior written approval may result in forfeiture of the NOF Grant.

**Property Address:**

3250 West Roosevelt Road  
Project PIN – 16-14-425-037-0000

**Project Plan and Project Scope:**

Redevelop an existing Leamington Foods store by downsizing from 50,000 sf to 39,000 sf and rebranding the store into a Living Fresh Market. The redevelopment will include façade improvements, a reconfiguration of the store, and will allow the grocer to better serve the community with new product lines and cooked/prepared foods.

**Estimated Project Sources and Uses:**

Project Sources And Uses Table			
PROJECT SOURCES		PROJECT SOURCES AND USES	
Hard Costs	\$ 2,193,282.60	Equity	\$ 1,190,372.86



Soft Costs	\$ 187,463.12	Debt	\$ -
Acquisition Costs	\$ -	NOF grant	\$ 1,190,372.86
Other Costs	\$ -	Other public funds	\$ -
<b>Total</b>	<b>\$ 2,380,745.72</b>	<b>GRANT</b>	<b>\$ 2,380,745.72</b>

**Payment of NOF Grant:**

The NOF Grant will be reimbursed to the Grantee following the completion of the project and the issuance of a Certificate of Completion by DPD.

**NOF Covenants:**

1. **Operations and Occupancy Covenants.** The Grantee shall continuously own, occupy, and operate the entirety of the Project for three years following the issuance of the Certificate of Completion. If the Grantee fails to satisfy these requirements, the City shall have the right to cease NOF payments or terminate the RDA. The City may also have the right to place a lien on the subject property.
2. **Annual Compliance Report.** The Grantee shall be required to provide an Annual Compliance Report. The compliance monitoring period will extend at least 3 years from the issuance of the Certificate of Completion for the Project. Requirements for the Annual Compliance Reports will be detailed in the RDA.

**NOF Grant Award Conditions:**

*Disbursement of the NOF Grant funds is subject to the following conditions, which will be further detailed in the RDA.*

1. **Closing.** Prior to closing, the Grantee must satisfy certain conditions (including resolution of Leamington Food's past-due rent issue) before the City will execute and deliver the RDA, unless such conditions are waived in writing by the City. Grantee shall close on the RDA within 90 days of Council authorization.
2. **Certificate of Completion.** Grantees are to complete construction expeditiously following the execution of the RDA. A Certificate of Completion must be issued prior to the second anniversary of the issuance of this NOF Conditional Award Letter, or the Project will be considered in default and the NOF Grant may be forfeited and the RDA may be terminated.
3. **Project Budget.** Increases to project costs will be your sole responsibility and will not necessitate an increase in the approved NOF Grant amount.
4. **Project Financing.** Proof of project financing, evidencing that all available sources of funds outside of the NOF Grant amount are secured and available, must be submitted to DPD by August 2, 2019.
5. **Documentation.** All eligible project costs must be appropriately documented. Documentation includes, but is not limited to, detailed invoices, cancelled checks, sworn owner's statement, sworn statement of contractor and subcontractor to owner and final lien waivers.
6. **Permits.** All permits which are required by the City's Municipal Code must be obtained in order for that work and its corresponding costs to be considered eligible for NOF assistance.



7. **Business Licenses.** All necessary business licenses must be obtained by the business prior to the NOF Grant being fully disbursed.
8. **MBE/WBE Requirements.** The Grantee must meet at least 26% MBE/ 6%WBE participation for the Project's direct and indirect costs of construction. Prior to the closing date, the Grantee, general contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Grantee's plan to achieve its obligations as established in the RDA and as mandated by City Council ordinance and DPD policy.
9. **City Residency/Prevailing Wage Requirements.** City residents must perform 50% of all construction hours. Grantee is subject to the City's prevailing wage requirement for all construction trades, as established by the Illinois Department of Labor.
10. **Permitted Uses.** The Grantee understands that the permitted uses of property and improvements are only as allowed by the Redevelopment Agreement and the applicable zoning restrictions.
11. **Limitations on Other City Funds.** NOF funds may not be combined with other City funds, including but not limited to a TIF redevelopment agreement, the Small Business Improvement Fund or the Adopt-a-Landmark Fund.
12. **Build Community Wealth Bonus.** The amount of the Build Community Wealth Bonus is capped at 15% of your total eligible project costs for the support of locally-based business and property owners or for creating employment opportunities in areas in need of new jobs.

Once more, we wish to extend congratulations to you for being selected for the NOF program. We look forward to supporting you in your efforts to revitalize our City's neighborhoods. Any questions regarding the NOF requirements and procedures can be addressed to Aaron Dorsey (Aaron.Dorsey@cityofchicago.org/312-744-6956).

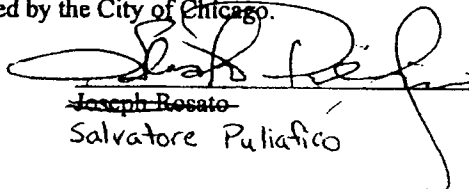
Sincerely,



Eleanor Gorski  
Commissioner  
Department of Planning and Development

On behalf of Mercer Street Holdings Three, LLC ("Grantee"), I/we accept the above terms and conditions of the NOF Grant offered by the City of Chicago.

7/31/2019  
Date



~~Joseph Rosato~~  
Salvatore Puliafico

Aaron Dorsey  
Title

Return one copy of this letter to:

City of Chicago  
Department of Planning and Development  
Attention: Aaron Dorsey  
121 North LaSalle Street, RM 1006  
Chicago, IL 60602



SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2019 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2019-6927]

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

CHICAGO, October 16, 2019.

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

Your Committee on the Budget and Government Operations, to which was referred a substitute ordinance concerning the amendment to the Annual Appropriation Ordinance for Year 2019 within Fund Number 925 for the Department of Public Health, Department of Family and Support Services, Department of Police and Office of Emergency Management and Communications, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 2019 of the City of Chicago ("2019 Appropriation Ordinance") (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and



WHEREAS, The City through its Department of Public Health ("Health") has been awarded additional federal grant funds in the amount of \$393,000 by the United States Department of Health and Human Services which shall be used for the Building Epidemiology and Health IT Capacity Program; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of \$79,000 by the Illinois Department of Human Services which shall be used for Women, Infants and Children Nutrition Program; and

WHEREAS, The City through its Department of Family and Support Services has been awarded additional federal grant funds in the amount of \$3,008,000 by the Illinois Department of Commerce and Economic Opportunity which shall be used for the Community Services Block Grant Program; and

WHEREAS, The City through its Department of Police ("Police") has been awarded federal grant funds in the amount of \$503,000 by the United States Department of Justice which shall be used for the National Crime Statistics Exchange Implementation Assistance Program; and

WHEREAS, The City through Police has been awarded additional federal grant funds in the amount of \$287,000 by the Illinois Department of Transportation ("IDOT") which shall be used for the IDOT Sustained Traffic Enforcement Program; and

WHEREAS, The City through Police has been awarded federal grant funds in the amount of \$150,000 by IDOT which shall be used for the Safe Routes to Schools Program; and

WHEREAS, The City through its Office of Emergency Management and Communications has been awarded state grant funds in the amount of \$389,000 by the Illinois Emergency Management Agency which shall be used for the Preparedness and Response Program; now, therefore,

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

SECTION 1. The sum of \$4,809,000 not previously appropriated, representing new grant awards, is hereby appropriated from Fund 925 -- Grant Funds for the year 2019. The 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 2019 Appropriation Ordinance.*

Code	Department And Item	Strike Amount	Add Amount				
Estimate Of Grant Revenue For 2019							
	Awards from Agencies of the Federal Government	\$1,484,080,000	\$1,488,500,000				
	Awards from Agencies of the State of Illinois	315,356,000	315,745,000				
925 -- Grant Funds							
		Strike Amount 2019 Anticipated Grant	Add Amount 2019 Anticipated Grant	Strike Amount (2019 Total) Includes Anticipated Carryover	Add Amount (2019 Total) Includes Anticipated Carryover	Strike Amount (2019 Total)	Add Amount (2019 Total)
Department Number And Grant Name							
41	Department Of Public Health:						
	Building Epidemiology and Health IT Capacity	\$1,900,000	\$2,293,000			\$1,900,000	\$2,293,000
	Women, Infants and Children Nutrition	4,610,000	4,689,000			4,610,000	4,689,000



Department Number And Grant Name		Strike Amount 2019 Anticipated Grant	Add Amount 2019 Anticipated Grant	Strike Amount (2019 Total) Includes Anticipated Carryover	Add Amount (2019 Total) Includes Anticipated Carryover	Strike Amount (2019 Total)	Add Amount (2019 Total)
50	Department Of Family And Support Services:						
	Community Services Block Grant	\$11,170,000	\$14,178,000			\$11,170,000	\$14,178,000
57	Department Of Police:						
	National Crime Statistics Exchange Implementation Assistance:		503,000				503,000
	IDOT Sustained Traffic Enforcement (STEP)	376,000	663,000			376,000	663,000
	Safe Routes to Schools		150,000				150,000
58	Office Of Emergency Management And Communications:						
	Preparedness and Response		389,000				389,000



AMENDMENT OF YEAR XLV COMMUNITY DEVELOPMENT BLOCK GRANT  
ORDINANCE.

[SO2019-6930]

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

CHICAGO, October 16, 2019.

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

Your Committee on the Budget and Government Operations, to which was referred a substitute ordinance concerning the amendment to the Year XLV Community Development Block Grant (CDBG) ordinance authorizing the name change of a delegate agency funded under the Homeownership Counseling Services Program, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The following is said ordinance as passed:

WHEREAS, On November 14, 2018, the City Council of the City of Chicago adopted the Year XLV Community Development Block Grant Ordinance (the "Year XLV CDBG Ordinance"); and

WHEREAS, The City, through its Office of Budget and Management ("OBM"), desires to authorize the increase of \$641,260 in additional fund funds from the Reallocation of Unspent Community Development Block Grant Funds from Prior Year to offset the decrease in funding received from the United States Department of Housing and Urban Development in the amount of \$641,260; and

WHEREAS, The City, through its Department of Housing ("DOH"), desires to authorize the name change of a delegate agency funded under the Homeownership Counseling Services Program; and

WHEREAS, The City, through its Department of Family and Support Services ("DFSS"), desires to reallocate funding in the Workforce Service category from Goldie's Place in the amount of \$96,301 to various Workforce Service agencies; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated into and made a part of this ordinance.

SECTION 2. The Year XLV CDBG Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

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:



7117

## Amendment To Community Development Block Grant XLV.

				Strike Amount	Difference	Add Amount
<b>APPROPRIATION ORDINANCE</b>						
Community Development Block Grant				\$ 78,904,033	\$ (641,260)	\$ 78,262,773
Reallocation of Unspent Community Development Block Grant Funds from Prior Year				\$ 10,378,667	\$ 641,260	\$ 11,019,927
Program Income				\$ 2,704,300	\$ -	\$ 2,704,300
<b>TOTAL</b>				<b>\$ 91,987,000</b>	<b>\$ -</b>	<b>\$ 91,987,000</b>
<b>21 - Department of Housing</b>						
<b>2560 - HOMEOWNERSHIP COUNSELING SERVICES</b>				<b>\$ 827,254</b>	<b>\$ -</b>	<b>\$ 827,254</b>
0135 - For Delegate Agencies				\$ 728,120	\$ -	\$ 728,120
North Side Community Federal Credit Union		Great Lakes Credit Union		\$ 35,000	\$ -	\$ 35,000
<b>Department 21 Total</b>				<b>\$ 29,336,527</b>	<b>\$ -</b>	<b>\$ 29,336,527</b>
<b>50 - Department of Family and Support Services</b>						
<b>2520 - Workforce Services</b>				<b>\$ 5,888,710</b>	<b>\$ -</b>	<b>\$ 5,888,710</b>
0135 - Delegate Agencies				\$ 5,468,113	\$ -	\$ 5,468,113
Chinese American Service League, Inc.				\$ 86,400	\$ 23,364	\$ 109,764
McDermott Center DBA Haymarket Center				\$ 50,000	\$ 23,455	\$ 73,455
St. Leonard's Ministries				\$ 65,000	\$ 25,018	\$ 90,018
Safer Foundation				\$ 89,000	\$ 24,464	\$ 113,464
Goldie's Place				\$ 125,000	\$ (96,301)	\$ 28,699
<b>Department 50 Total</b>				<b>\$ 29,336,527</b>	<b>\$ -</b>	<b>\$ 29,336,527</b>



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

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**APPOINTMENT OF MAURICE D. COX AS MEMBER OF COMMUNITY  
DEVELOPMENT COMMISSION.**

[A2019-70]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the appointment of Maurice D. Cox as a member of the Community Development Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Maurice D. Cox as a member of the Community Development Commission was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



APPOINTMENT OF KRISTIN A. DUNCAN AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2019-75]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the appointment of Kristin A. Duncan as a member of Special Service Area Number 1-2015, the State Street Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Kristin A. Duncan as a member of the State Street Commission (Special Service Area Number 1-2015) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappelman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



APPOINTMENT OF FRANK UHLER AS MEMBER OF ANDERSONVILLE COMMISSION (SPECIAL SERVICE AREA NO. 22).

[A2019-76]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the appointment of Frank Uhler as a member of Special Service Area Number 22, the Andersonville Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Frank Uhler as a member of the Andersonville Commission (Special Service Area Number 22) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



REAPPOINTMENT OF DAVID J. GINOPLE AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2019-78]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the reappointment of David J. Ginople as a member of Special Service Area Number 33, the Wicker Park and Bucktown Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of David J. Ginople as a member of the Wicker Park and Bucktown Commission (Special Service Area Number 33) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



REAPPOINTMENT OF MARCY S. HUTTAS AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2019-77]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the reappointment of Marcy S. Huttas as a member of Special Service Area Number 33, the Wicker Park and Bucktown Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Marcy S. Huttas as a member of the Wicker Park and Bucktown Commission (Special Service Area Number 33) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



APPOINTMENT OF ELIZABETH L. PETERSON AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2019-79]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the appointment of Elizabeth L. Peterson as a member of Special Service Area Number 34, the Uptown Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Elizabeth L. Peterson as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



REAPPOINTMENT OF SUELLEN G. HURT AS MEMBER OF 71<sup>ST</sup>/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2019-80]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the reappointment of Suellen G. Hurt as a member of Special Service Area Number 42, the 71<sup>st</sup>/Stony Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Suellen G. Hurt as a member of the 71<sup>st</sup>/Stony Commission (Special Service Area Number 42) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



REAPPOINTMENT OF AYESHA A. KARIM AS MEMBER OF 71<sup>ST</sup>/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2019-82]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the reappointment of Ayesha A. Karim as a member of Special Service Area Number 42, the 71<sup>st</sup>/Stony Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ayesha A. Karim as a member of the 71<sup>st</sup>/Stony Commission (Special Service Area Number 42) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



REAPPOINTMENT OF JUDY MINOR-JACKSON AS MEMBER OF 71<sup>ST</sup>/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2019-81]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the reappointment of Judy Minor-Jackson as a member of Special Service Area Number 42, the 71<sup>st</sup>/Stony Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Judy Minor-Jackson as a member of the 71<sup>st</sup>/Stony Commission (Special Service Area Number 42) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



REAPPOINTMENT OF GREGORY B. SMITH AS MEMBER OF 71<sup>ST</sup>/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2019-83]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the reappointment of Gregory B. Smith as a member of Special Service Area Number 42, the 71<sup>st</sup>/Stony Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Gregory B. Smith as a member of the 71<sup>st</sup>/Stony Commission (Special Service Area Number 42) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



APPOINTMENT OF MOHAMMED JUNAID BUTT AS MEMBER OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).

[A2019-84]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the appointment of Mohammed Junaid Butt as a member of Special Service Area Number 43, the Devon Avenue Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Mohammed Junaid Butt as a member of the Devon Avenue Commission (Special Service Area Number 43) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



APPOINTMENT OF DALLAS F. GORDON, JR. AS MEMBER OF 103<sup>RD</sup> HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 45).

[A2019-85]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the appointment of Dallas F. Gordon, Jr. as a member of Special Service Area Number 45, the 103<sup>rd</sup> Halsted Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Dallas F. Gordon, Jr. as a member of the 103<sup>rd</sup> Halsted Commission (Special Service Area Number 45) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



APPOINTMENT OF SARA J. BLACKSTONE LUKENS AS MEMBER OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).

[A2019-86]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the appointment of Sara J. Blackstone Lukens as a member of Special Service Area Number 54, the Sheridan Road Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Sara J. Blackstone Lukens as a member of the Sheridan Road Commission (Special Service Area Number 54) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



REAPPOINTMENT OF KEITH R. BRANDENBURGER AS MEMBER OF  
111<sup>TH</sup>/KEDZIE COMMISSION (SPECIAL SERVICE AREA NO. 55).

[A2019-87]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the reappointment of Keith R. Brandenburger as a member of Special Service Area Number 55, the 111<sup>th</sup>/Kedzie Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Keith R. Brandenburger as a member of the 111<sup>th</sup>/Kedzie Commission (Special Service Area Number 55) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



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

[A2019-88]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Approval* of the reappointment of Antonella Frangella-Quinn as a member of Special Service Area Number 55, the 111<sup>th</sup>/Kedzie Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Antonella Frangella-Quinn as a member of the 111<sup>th</sup>/Kedzie Commission (Special Service Area Number 55) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 1-2015.

[O2019-7543]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 1-2015, the State Street Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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, On December 9, 2015, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 14717 through 14737, and which established an area known and designated as City of Chicago Special Service Area Number 1-2015 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2015 through and including 2029, not to exceed an annual rate of 0.575 percent (0.575%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area on both sides of State Street, from Wacker Drive on the north to Congress Parkway on the south, extending west to Dearborn Street to include Block 37; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the State Street Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,



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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

State Street Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$3,175,284
TOTAL BUDGET REQUEST:	\$3,175,284
Source Of Funding	
Tax levy at an annual rate not to exceed 0.575 percent (0.575%) of the equalized assessed value of the taxable property within Special Service Area Number 1-2015	\$3,021,695
Carryover funds currently available from prior years	\$100,000
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$53,589



SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$3,021,695 as the amount of the Services Tax for the year 2019.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Chicago Loop Alliance, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



*Exhibit "A".**Budget.*

Special Service Area # 1-2015	
SSA Name:	State Street

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

		2019 Levy				
CATEGORY		Collectable Levy	Estimated Loss Collection	Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest
1.00 Customer Attraction		\$408,000	\$0	\$0	\$0	\$0
2.00 Public Way Aesthetics		\$1,167,000	\$53,589	\$100,000	\$0	\$53,589
3.00 Sustainability and Public Places		\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development		\$88,500	\$0	\$0	\$0	\$0
5.00 Safety Programs		\$510,000	\$0	\$0	\$0	\$0
6.00 SSA Management		\$166,250	\$0	\$0	\$0	\$0
7.00 Personnel		\$628,356	\$0		\$0	\$0
	Sub-total	\$2,968,106	\$53,589			
GRAND TOTALS	Levy Total	\$3,021,695		\$100,000	\$0	\$53,589
						\$3,175,284

**LEVY ANALYSIS**

Estimated 2019 EAV:	\$1,036,613,153
Authorized Tax Rate Cap:	0.575%
Maximum Potential Levy limited by Rate Cap:	\$5,960,526
Requested 2019 Levy Amount:	\$3,021,695
Estimated Tax Rate to Generate 2018 Levy:	0.2915%



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 2.

[O2019-7558]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 2, the Belmont-Central Parking Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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, On June 30, 1982, the City Council of the City of Chicago (the "City Council") passed an ordinance which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 11140 through 11144, as amended by an ordinance enacted by the City Council on March 25, 1983 which was published in the *Journal* for such date at pages 16487 through 16511, as further amended by an ordinance adopted by the City Council on September 18, 1984 which was published in the *Journal* for such date at pages 9173 and 9174, and which was further amended by an ordinance enacted by the City Council on June 14, 1995 which was published in the *Journal* for such date at pages 2280 through 2337 (collectively, the "Establishment Ordinance"), and which established an area known and designated as City of Chicago Special Service Area Number 2 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and one-half percent (1.5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 324 ("Fund 324") in the amount of \$26,244 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by Henderson Street on the north, George Street on the south and fronting on Central Avenue on both east and west sides; and Long Avenue on the east, Austin Avenue on the west, and fronting on Belmont Avenue on both north and south sides; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included the maintenance, operation, and upkeep of an automobile parking facility and such other services as will tend to promote, assist or preserve the businesses located within, and foster commercial and economic development of, the Area; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Belmont-Central Parking Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and



WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Belmont-Central Parking Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the Provision of Special Services	\$369,578
TOTAL BUDGET REQUEST:	\$369,578
Source Of Funding	
Tax levy at an annual rate not to exceed one and one-half percent (1.5%) of the equalized assessed value of taxable property within Special Service Area Number 2	\$267,000
Fund 324	\$26,244
Carryover funds currently available from prior years	\$66,072
Late collections received by the City attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$10,262



**SECTION 3. Levy Of Taxes.** There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$267,000 as the amount of the Services Tax for the year 2019.

**SECTION 4. Filing.** The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 5. Service Provider Agreement.** The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Belmont-Central Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

**SECTION 6. 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 7. 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.

**SECTION 8. Publication.** This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 9. Effective Date.** This ordinance shall take effect 10 days after its passage and publication.

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



*Exhibit "A".**Budget.*

Special Service Area # 2	
SSA Name:	Belmont Central

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

		2019 Levy		Carryover Funds	TIF Rebate Fund #324	Estimated Late Collections and Interest	Total All Sources
CATEGORY		Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction		\$0	\$0	\$100	\$0	\$0	\$100
2.00 Public Way Aesthetics		\$175,737	\$0	\$0	\$23,333	\$0	\$199,070
3.00 Sustainability and Public Places		\$27,114	\$10,262	\$65,772	\$2,911	\$9,962	\$116,021
4.00 Economic/ Business Development		\$0	\$0	\$100	\$0	\$0	\$100
5.00 Safety Programs		\$0	\$0	\$100	\$0	\$0	\$100
6.00 SSA Management		\$16,663	\$0	\$0	\$0	\$300	\$16,963
7.00 Personnel		\$37,224	\$0		\$0	\$0	\$37,224
	Sub-total	\$256,738	\$10,262				
<b>GRAND TOTALS</b>	<b>Levy Total</b>	<b>\$267,000</b>		<b>\$66,072</b>	<b>\$26,244</b>	<b>\$10,262</b>	<b>\$369,578</b>

**LEVY ANALYSIS**

Estimated 2019 EAV:	\$28,308,653
Authorized Tax Rate Cap:	1.500%
Maximum Potential Levy limited by Rate Cap:	\$424,630
Requested 2019 Levy Amount:	\$267,000
Estimated Tax Rate to Generate 2018 Levy:	0.9432%



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 7.

[O2019-7584]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 7, the Kedzie Industrial Tract Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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, On June 26, 1985, the City Council of the City of Chicago (the "City Council") enacted an ordinance which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 18241 through 18245, as amended by an ordinance adopted by the City Council on August 28, 1986 which was published in the *Journal* for such date at pages 32689 through 32697, and as further amended by an ordinance passed by the City Council on December 15, 1992, which was published in the *Journal* for such date at pages 26552 through 26559, and which established an area which was known and designated as City of Chicago Special Service Area Number 7 to provide certain special services in addition to the services provided generally by the City of Chicago (the "City"), and authorized the levy of an annual services tax to provide such services; and

WHEREAS, On November 8, 2006, the City Council enacted an ordinance which was published in the *Journal* for such date at pages 90813 through 90891, as amended by an ordinance adopted by the City Council on November 15, 2008, which was published in the *Journal* for such date at pages 43126 through 43193 (collectively, the "Establishment Ordinance"), which again established a special service area known and designated as City of Chicago Special Service Area Number 7 (the "Area") to provide certain special services in the Area in addition to the services provided generally by the City (the "Special Services"), and authorized the levy of an annual services tax (the "Services Tax") beginning in 2006 through and including 2025 not to exceed an annual rate of 0.98 percent of the equalized assessed value of all property within the Area to provide such services; and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by 47<sup>th</sup> Street on the north, 49<sup>th</sup> Street on the south, Central Park Avenue on the west, and Kedzie Avenue on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, the recruitment and promotion of new businesses to the Area and retention and promotion of existing business within the Area, financing of storefront facade improvements, security programs and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Kedzie Industrial Tract Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and



WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sum and by the levy of the Services Tax indicated in the amounts and for the purposes necessary to provide the Special Services in and for the Area, indicated as follows:

Kedzie Industrial Tract Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$148,591
TOTAL BUDGET REQUEST:	\$148,591
Source Of Funding	
Tax levy at an annual rate not to exceed 0.98 percent of the equalized assessed value of the taxable property within Special Service Area Number 7	\$127,082
Carryover funds currently available from prior years	\$20,000
Late collections received by the City attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$1,509



SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$127,082 as the amount of the Services Tax for the year 2019.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



*Exhibit "A".**Budget.*

Special Service Area # 7	
SSA Name:	Kedzie Industrial Tract

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

		2019 Levy		Carryover Funds	TIF Rebate Fund #532	Estimated Late Collections and Interest	Total All Sources
CATEGORY		Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction		\$1,000	\$0	\$0	\$0	\$0	\$1,000
2.00 Public Way Aesthetics		\$16,033	\$0	\$0	\$0	\$0	\$16,033
3.00 Sustainability and Public Places		\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development		\$0	\$0	\$0	\$0	\$0	\$0
5.00 Safety Programs		\$72,340	\$1,509	\$20,000	\$0	\$1,509	\$95,358
6.00 SSA Management		\$15,200	\$0	\$0	\$0	\$0	\$15,200
7.00 Personnel		\$21,000	\$0		\$0	\$0	\$21,000
	Sub-total	\$125,573	\$1,509				
GRAND TOTALS	Levy Total	\$127,082		\$20,000	\$0	\$1,509	\$148,591

LEVY ANALYSIS	
Estimated 2019 EAV:	\$16,357,769
Authorized Tax Rate Cap:	0.980%
Maximum Potential Levy limited by Rate Cap:	\$160,306
Requested 2019 Levy Amount:	\$127,082
Estimated Tax Rate to Generate 2018 Levy:	0.7769%

SSA Name:	Kedzie Industrial Tract
-----------	-------------------------

LEVY CHANGE FROM PREVIOUS YEAR	
2018 Levy Total (in 2019 budget)	\$127,537
2019 Levy Total (in 2020 budget)	\$127,082
Percentage Change	-0.36%
Community meeting required if levy amount increases greater than 5% from previous levy.	

CARRYOVER CALCULATION	
2019 Budget Total	\$150,591
2020 Carryover	\$20,000
Percentage	13.281%
Must be less than 25%	



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 10.

[O2019-7653]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 10, the Back of the Yards Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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, On September 13, 1989, the City Council of the City of Chicago (the "City Council") enacted an ordinance which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 4115 through 4129, as amended by an ordinance enacted by the City Council on November 15, 1995, which was published in the *Journal* for such date at pages 12177 through 12225 (collectively, the "Establishment Ordinance"), and which established an area known and designated as City of Chicago Special Service Area Number 10 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 339 ("Fund 339") in the amount of \$119,864 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 47<sup>th</sup> Street, from the Conrail Railroad tracks on the west (2200 west) to Loomis Street on the east and on Ashland Avenue, from the Conrail Railroad tracks on the north (4000 south) to 49<sup>th</sup> Street on the south; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the Area, private security services, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Back of the Yards Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,



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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Back Of The Yards Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$511,878
TOTAL BUDGET REQUEST:	\$511,878
Source Of Funding	
Tax levy at an annual rate not to exceed one and nine-tenths percent (1.9%) of the equalized assessed value of taxable property within Special Service Area Number 10	\$368,384
Fund 339	\$119,864
Carryover funds currently available from prior years	\$15,000
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$8,630



SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$368,384 as the amount of the Services Tax for the year 2019.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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







IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 13.

[O2019-7742]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 13, the Stockyards Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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, On July 24, 1991, the City Council of the City of Chicago (the "City Council") enacted an ordinance which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 3265 through 3273, as amended by an ordinance enacted by the City Council on November 6, 1992, which was published in the *Journal* for such date at pages 23142 through 23151, and which established an area known and designated as City of Chicago Special Service Area Number 13 and authorized the levy of an annual tax not to exceed an annual rate of one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area for a period of 20 years (the "Initial Levy Period") in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, The Initial Levy Period expired; and

WHEREAS, On December 8, 2010, the City Council enacted an ordinance (the "Establishment Ordinance") which was published in the *Journal* for such date at pages 108535 through 108626, and which established an area known and designated as City of Chicago Special Service Area Number 13 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2010 through and including 2029, not to exceed an annual rate of one and nine-tenths percent (1.9%) 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 (the "Special Services"); and

WHEREAS, Certain funds in Fund 306 ("Fund 306") in the amount of \$188,952 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of east on 34<sup>th</sup> Street then south to 35<sup>th</sup> Street; south on Morgan Street then east on 38<sup>th</sup> Street; south on Halsted Street then east on Pershing Road; south on Princeton Avenue then east on 40<sup>th</sup> Street; south on Wentworth Avenue then west on Root Street;



north on Stewart Avenue then west on 41<sup>st</sup> Street; north on Normal Avenue then west on 49<sup>th</sup> Place; south on Wallace Street then west on Root Street; south on Halsted Street then west on 49<sup>th</sup> Street; north on Morgan Street then generally west on 47<sup>th</sup> Street; north on Loomis Street then west on 45<sup>th</sup> Street; generally north on Ashland Avenue then east on 35<sup>th</sup> Street; north on Justine Street to 34<sup>th</sup> Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Stockyards Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:



## Stockyards Special Service Area Commission

## Special Service Area Budget.

For the fiscal year commencing January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$1,383,121
TOTAL BUDGET REQUEST:	\$1,383,121
Source Of Funding	
Tax levy at an annual rate not to exceed one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property within Special Service Area Number 13	\$1,091,441
Fund 306	\$188,952
Carryover funds currently available from prior years	\$86,000
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$16,728

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$1,091,441 as the amount of the Services Tax for the year 2019.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk



shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



*Exhibit "A".**Budget.*

<b>Special Service Area # 13</b>	
SSA Name:	Stockyards

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

		2019 Levy		Carryover Funds	TIF Rebate Fund #306	Estimated Late Collections and Interest	Total All Sources
CATEGORY		Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction		\$14,260	\$0	\$0	\$28,300	\$0	\$42,560
2.00 Public Way Aesthetics		\$406,743	\$4,000	\$44,500	\$82,863	\$8,728	\$546,834
3.00 Sustainability and Public Places		\$7,000	\$0	\$0	\$0	\$0	\$7,000
4.00 Economic/ Business Development		\$62,462	\$0	\$3,500	\$6,500	\$0	\$72,462
5.00 Safety Programs		\$356,000	\$12,728	\$38,000	\$71,289	\$8,000	\$486,017
6.00 SSA Management		\$54,400	\$0	\$0	\$0	\$0	\$54,400
7.00 Personnel		\$173,848	\$0		\$0	\$0	\$173,848
	Sub-total	\$1,074,713	\$16,728				
GRAND TOTALS	Levy Total	\$1,091,441		\$86,000	\$188,952	\$16,728	\$1,383,121

**LEVY ANALYSIS**

Estimated 2019 EAV:

Authorized Tax Rate Cap:	1.900%
Maximum Potential Levy limited by Rate Cap:	\$2,962,450
Requested 2019 Levy Amount:	\$1,091,441
Estimated Tax Rate to Generate 2018 Levy:	0.7000%



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 20.

[O2019-7752]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 20, the South Western Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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, On October 28, 1997, the City Council of the City of Chicago (the "City Council") enacted an ordinance which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 54399 through 54422, as amended by an ordinance adopted by the City Council on November 12, 1997, which was published in the *Journal* for such date at pages 56749 and 56750, as further amended by an ordinance enacted by the City Council on November 15, 2000, which was published in the *Journal* for such date at pages 45625 through 45630, and which established an area known and designated as City of Chicago Special Service Area Number 20 (the "Initial Area") and authorized the levy of an annual tax, for the period beginning in 1997 through and including 2003 (the "Initial Levy Period"), not to exceed an annual rate of one percent (1.00%) of the equalized assessed value of the taxable property in the Initial Area to provide certain special services in and for the Initial Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, The Initial Levy Period expired; and

WHEREAS, On December 8, 2004, the City Council enacted an ordinance (the "First Levy Extension Ordinance") which was published in the *Journal* for such date at pages 37551 through 37637, which again established a special service area known and designated as City of Chicago Special Service Area Number 20 (the "Area") to provide certain special services in and for the Area in addition to services provided generally by the City (the "Original Special Services") and authorizing a levy of an annual tax for the period beginning in 2004 through and including 2013 (the "Second Period") not to exceed an annual rate of one percent (1.00%) of the equalized assessed value of all property within the Area (the "Services Tax") to provide the Original Special Services for a period of 10 years; and

WHEREAS, On December 11, 2013, the City Council enacted an ordinance (the "Second Levy Extension Ordinance") which was published in the *Journal* for such date at pages 69597 through 69672, which authorized (i) certain special services in the Area distinct from



the Original Special Services (the "Special Services"), and (ii) the extension of the Second Period and of the levy of the Services Tax for the provision of the Special Services in the Area in addition to services provided generally by the City for a period beginning 2013 through and including 2022; and

WHEREAS, The First Levy Extension Ordinance and the Second Levy Extension Ordinance are herein collectively referred to as the "Establishment Ordinance"; and

WHEREAS, The Establishment Ordinance established the Area as that territory on Western Avenue, from 99<sup>th</sup> Street to 111<sup>th</sup> Place and on the west side of Western Avenue, from 111<sup>th</sup> Place to 119<sup>th</sup> Street; and

WHEREAS The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the South Western Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:



## South Western Special Service Area Commission

## Special Service Area Budget.

For the fiscal year beginning January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$202,443
TOTAL BUDGET REQUEST:	\$202,443

## Source Of Funding

Tax levy not to exceed an annual rate of one percent (1.00%) of the equalized assessed value of taxable property within Special Service Area Number 20	\$193,864
Late collections received by the City attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$8,579

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$193,864 as the amount of the Services Tax for the year 2019.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the



County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Morgan Park Beverly Hills Business Association, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



Exhibit "A".

Budget.

	<b>Special Service Area # 20</b>
SSA Name:	Western Avenue

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

CATEGORY	2019 Levy		Carryover Funds	TIF Rebate Fund #158	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$64,000	\$8,759	\$0	\$0	\$0	\$72,759
2.00 Public Way Aesthetics	\$77,000	\$0	\$0	\$0	\$0	\$77,000
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$1,000	\$0	\$0	\$0	\$5,579	\$6,579
5.00 Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$13,105	\$0	\$0	\$0	\$3,000	\$16,105
7.00 Personnel	\$30,000	\$0		\$0	\$0	\$30,000
	Sub-total	\$185,105	\$8,759			
<b>GRAND TOTALS</b>	Levy Total	<b>\$193,864</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,579</b>	<b>\$202,443</b>

**LEVY ANALYSIS**

Estimated 2019 EAV:	\$43,078,051
Authorized Tax Rate Cap:	1.000%
Maximum Potential Levy limited by Rate Cap:	\$430,781
Requested 2019 Levy Amount:	\$193,864
Estimated Tax Rate to Generate 2018 Levy:	0.4500%

**LEVY CHANGE FROM PREVIOUS YEAR**

2018 Levy Total (in 2019 budget)	\$189,131
2019 Levy Total (in 2020 budget)	\$193,864
Percentage Change	2.50%
Community meeting required if levy amount increases greater than 5% from previous levy	

**CARRYOVER CALCULATION**

2019 Budget Total	\$193,157
2020 Carryover	\$0
Percentage	0.000%
Must be less than 25%	



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 22.

[O2019-7759]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 22, the Andersonville Street Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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, On November 13, 2002, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Original Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 97169 through 97241, and which established an area known and designated as City of Chicago Special Service Area Number 22 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in 2002 through and including 2011 (the "Original Services Tax"), not to exceed an annual rate of four hundred seventy-five one-thousandths of one percent (0.475%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, On November 15, 2012, the City Council enacted an ordinance (the "Enlargement Ordinance") which was published in the *Journal* for such date at pages 41266 through 41362, and which (i) enlarged the boundaries of the Original Area (such enlarged Original Area is referred to herein as the "Area"), (ii) increased the maximum rate of the Original Services Tax from an annual rate of four hundred seventy-five one-thousandths of one percent (0.475%) to five-tenths of one percent (0.5%) of the equalized assessed value of the taxable property within the Area (the "Services Tax"), and (iii) extended the number of years of the authorization of the levy of the Services Tax for a period beginning in 2012 through and including year 2026 in order to provide the Special Services (as hereinafter defined) in and for the Area in addition to the services provided by and to the City generally; and

WHEREAS, The Original Ordinance and the Enlargement Ordinance are herein collectively referred to as the "Establishment Ordinance"; and

WHEREAS, Certain funds in Fund 338 ("Fund 338") in the amount of \$17,651 are available for use in connection with the Area; and



WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area fronting Clark Street, from the south side of Victoria Street to the north side of Ainslie Street; the south side of Balmoral Avenue, from Clark Street to the east side of Ashland Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives) (collectively, the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Andersonville Street Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:



## Andersonville Street Special Service Area Commission

## Special Service Area Budget.

For the fiscal year commencing January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$282,674
TOTAL BUDGET REQUEST:	\$282,674
Source Of Funding	
Tax levy at an annual rate not to exceed 0.5 percent of the equalized assessed value of the taxable property within Special Service Area Number 22	\$229,111
Fund 338	\$17,651
Carryover funds currently available from prior years	\$35,500
Late collections received by the City attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$412

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$229,111 as the amount of the Services Tax for the year 2019.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk



shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Andersonville Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



*Exhibit "A".**Budget.*

<b>Special Service Area # 22</b>	
SSA Name:	Andersonville

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

CATEGORY	2019 Levy		Carryover Funds	TIF Rebate Fund #338	Estimated Late Collections and Interest	Total Sources	All
	Collectable Levy	Estimated Loss Collection					
1.00 Customer Attraction	\$34,000	\$0	\$10,000	\$0	\$0	\$44,000	
2.00 Public Way Aesthetics	\$110,734	\$412	\$14,500	\$17,651	\$412	\$143,709	
3.00 Sustainability and Public Places	\$1,800	\$0	\$0	\$0	\$0	\$1,800	
4.00 Economic/ Business Development	\$10,300	\$0	\$8,500	\$0	\$0	\$18,800	
5.00 Safety Programs	\$5,000	\$0	\$2,500	\$0	\$0	\$7,500	
6.00 SSA Management	\$20,365	\$0	\$0	\$0	\$0	\$20,365	
7.00 Personnel	\$46,500	\$0		\$0	\$0	\$46,500	
	Sub-total	\$228,699	\$412				
<b>GRAND TOTALS</b>	Levy Total	<b>\$229,111</b>	<b>\$35,500</b>	<b>\$17,651</b>	<b>\$412</b>	<b>\$282,674</b>	

**LEVY ANALYSIS**

Estimated 2019 EAV:	\$48,976,036
Authorized Tax Rate Cap:	0.500%
Maximum Potential Levy limited by Rate Cap:	\$244,880
Requested 2019 Levy Amount:	\$229,111
Estimated Tax Rate to Generate 2018 Levy:	0.4678%

**LEVY CHANGE FROM PREVIOUS YEAR**

2018 Levy Total (in 2019 budget)	\$218,276
2019 Levy Total (in 2020 budget)	\$229,111
Percentage Change	4.96%
Community meeting required if levy amount increases greater than 5% from previous levy.	

**CARRYOVER CALCULATION**

2019 Budget Total	\$275,176
2020 Carryover	\$35,500
Percentage	12.901%
Must be less than 25%	



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 31.

[O2019-7767]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 31, the Greater Ravenswood Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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, On December 8, 2004, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "First Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 37745 through 37830, and which established an area known and designated as City of Chicago Special Service Area Number 31 (the "First Area") and authorized the levy of an annual tax for the period beginning in the year 2004 through and including the year 2013 (the "First Services Tax") in an amount not to exceed an annual rate of thirty-five one-hundredths of one percent (0.35%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the First Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, On November 12, 2008, the City Council enacted an ordinance (the "Second Ordinance") which was published in the *Journal* for such date at pages 45771 through 45868, and which re-established an area known and designated as City of Chicago Special Service Area Number 31 with reconstituted boundaries (the "Original Area"), terminated the authorization to levy the First Services Tax, and authorized the levy of an annual tax, for the period beginning in the year 2008 through and including year 2017 (the "Original Period"), not to exceed an annual rate of thirty-two one-hundredths of one percent (0.32%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago generally (the "Original Special Services"); and

WHEREAS, On November 21, 2017, the City Council enacted an ordinance (the "Enlargement Ordinance") which was published in the *Journal* for such date at pages 62071 through 62117, which (i) enlarged the boundaries of the Original Area (as enlarged, the "Area"), (ii) authorized certain special services in the Area distinct from the Original Special Services (the "Special Services"), and (iii) authorized the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Period to a period from the year 2017 through and including the year 2031; and



WHEREAS, The First Ordinance, the Second Ordinance and the Enlargement Ordinance are herein collectively referred to as the "Establishment Ordinance"; and

WHEREAS, Certain funds in Fund A02 ("Fund A02") in the amount of \$27,417 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area consisting of Lawrence Avenue, from Leavitt Street to Clark Street; Clark Street, from Ainslie Street to Montrose Avenue; Montrose Avenue, from Clark Street to Seeley Avenue; Ravenswood Avenue, from Lawrence Avenue to Addison Street; Irving Park Road, from Ravenswood Avenue to Ashland Avenue; Damen Avenue, from Wilson Avenue to Argyle Street; and the Ravenswood Hospital site including Wilson Avenue to Hermitage Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Act. The Special Services shall be in addition to services provided to and by the City of Chicago generally; and

WHEREAS, The Establishment Ordinance provided for the appointment of Greater Ravenswood Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.



SECTION 2. Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Greater Ravenswood Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$574,028
TOTAL BUDGET REQUEST:	\$574,028
Source Of Funding	
Tax levy at an annual rate not to exceed thirty-two one-hundredths of one percent (0.32%) of the equalized assessed value of the taxable property within Special Service Area Number 31	\$488,633
Fund A02	\$27,417
Carryover funds currently available from prior years	\$52,000
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$5,978

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$488,633 as the amount of the Services Tax for the year 2019.



**SECTION 4. Filing.** The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 5. Service Provider Agreement.** The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Greater Ravenswood Chamber of Commerce NFP, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

**SECTION 6. 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 7. 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.

**SECTION 8. Publication.** This ordinance shall be published by the City Clerk, in special pamphlet form and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 9. Effective Date.** This ordinance shall take effect 10 days after its passage and publication.

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



*Exhibit "A".**Budget.*

<b>Special Service Area # 31</b>	
SSA Name:	Greater Ravenswood

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

		2019 Levy		Carryover Funds	TIF Rebate Fund #A02	Estimated Late Collections and Interest	Total All Sources
CATEGORY		Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction		\$129,000	\$0	\$11,000	\$17,000	\$1,500	\$158,500
2.00 Public Way Aesthetics		\$141,083	\$0	\$26,000	\$10,417	\$4,478	\$181,978
3.00 Sustainability and Public Places		\$55,000	\$0	\$5,000	\$0	\$0	\$60,000
4.00 Economic/ Business Development		\$16,500	\$0	\$10,000	\$0	\$0	\$26,500
5.00 Safety Programs		\$500	\$0	\$0	\$0	\$0	\$500
6.00 SSA Management		\$27,900	\$0	\$0	\$0	\$0	\$27,900
7.00 Personnel		\$118,650	\$0		\$0	\$0	\$118,650
	Sub-total	\$488,633	\$0				
<b>GRAND TOTALS</b>	<b>Levy Total</b>	<b>\$488,633</b>		<b>\$52,000</b>	<b>\$27,417</b>	<b>\$5,978</b>	<b>\$574,028</b>

**LEVY ANALYSIS**

Estimated 2019 EAV:	\$201,523,142
Authorized Tax Rate Cap:	0.320%
Maximum Potential Levy limited by Rate Cap:	\$644,874
Requested 2019 Levy Amount:	\$488,633
Estimated Tax Rate to Generate 2018 Levy:	0.2425%



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 39.

[O2019-7768]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 39, the Brighton Park-Archer Heights Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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, On November 8, 2006, the City Council (the "City Council") of the City of Chicago (the "City") enacted an ordinance (the "Establishment Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 91079 through 91167, and which established an area known and designated as City of Chicago Special Service Area Number 39 (the "Area") and authorized the levy of an annual tax, for the period beginning in year 2006 through and including year 2030, not to exceed an annual rate of 1.9 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of the area on Archer Avenue, from California Avenue to Karlov Avenue; Kedzie Avenue, from Archer Avenue to 48<sup>th</sup> Street; and Pulaski Road, from 45<sup>th</sup> Street to 51<sup>st</sup> Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Brighton Park-Archer Heights Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,



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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Brighton Park-Archer Heights Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$892,400
TOTAL BUDGET REQUEST:	\$892,400
Source Of Funding	
Tax levy at an annual rate not to exceed 1.9 percent of the equalized assessed value of the taxable property within Special Service Area Number 39	\$892,400
Carryover funds currently available from prior years	\$0
Late collections received by the City attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$0



SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$892,400 as the amount of the Services Tax for the year 2019.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



*Exhibit "A".**Budget.*

<b>Special Service Area # 39</b>	
SSA Name:	Brighton Park & Archer Heights

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

		2019 Levy		Carryover Funds	TIF Rebate Fund #A16	Estimated Late Collections and Interest	Total All Sources
CATEGORY		Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction		\$35,000	\$0	\$0	\$0	\$0	\$35,000
2.00 Public Way Aesthetics		\$484,963	\$0	\$0	\$0	\$0	\$484,963
3.00 Sustainability and Public Places		\$4,000	\$0	\$0	\$0	\$0	\$4,000
4.00 Economic/ Business Development		\$102,223	\$0	\$0	\$0	\$0	\$102,223
5.00 Safety Programs		\$25,000	\$0	\$0	\$0	\$0	\$25,000
6.00 SSA Management		\$52,750	\$0	\$0	\$0	\$0	\$52,750
7.00 Personnel		\$188,464	\$0		\$0	\$0	\$188,464
	Sub-total	\$892,400	\$0				
<b>GRAND TOTALS</b>	<b>Levy Total</b>	<b>\$892,400</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$892,400</b>

LEVY ANALYSIS	
Estimated 2019 EAV:	\$74,725,442
Authorized Tax Rate Cap:	1.900%
Maximum Potential Levy limited by Rate Cap:	\$1,419,783
Requested 2019 Levy Amount:	\$892,400
Estimated Tax Rate to Generate 2018 Levy	1.1942%



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 44.

[O2019-7769]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 44, the 103<sup>rd</sup> Street Beverly Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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, On November 7, 2007, the City Council of the City of Chicago (the "City Council") enacted an ordinance which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 13653 through 13724, as amended by an ordinance adopted by the City Council on December 12, 2007, which was published in the *Journal* for such date at pages 17060 through 17063 (collectively the "Original Ordinance"), and which established an area known and designated as City of Chicago Special Service Area Number 44 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in 2007 through and including 2016 (the "Original Period"), not to exceed an annual rate of two and a half percent (2.5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Original Special Services"); and

WHEREAS, On December 9, 2015, the City Council passed an ordinance which was published in the *Journal* for such date at pages 14757 through 14768 (the "Enlargement Ordinance") which (i) enlarged the boundaries of the Original Area (as enlarged, the "Area"), (ii) authorized certain special services in the Area distinct from the Original Special Services (the "Special Services"), and (iii) authorized the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area in addition to the services provided by the City generally for a period beginning in the year 2015 through and including the year 2029; and

WHEREAS, The Original Ordinance and the Enlargement Ordinance are herein collectively referred to as the "Establishment Ordinance"; and

WHEREAS, The Establishment Ordinance established the Area consisting of Walden Parkway, from 99<sup>th</sup> Street to 107<sup>th</sup> Street and from Longwood Drive to Wood Street along 103<sup>rd</sup> Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the 103<sup>rd</sup> Street Beverly Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services, (2) an entity to serve as a service provider (the "Service Provider"), (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"), and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and



WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

103<sup>rd</sup> Street Beverly Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$14,458
TOTAL BUDGET REQUEST:	\$14,458
Source Of Funding	
Tax levy at an annual rate not to exceed an annual rate of two and a half percent (2.5%) of the equalized assessed value of the taxable property within Special Service Area Number 44	\$14,447
Carryover funds currently available from prior years	\$0
Late collections received by the City attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$11



SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$14,447 as the amount of the Services Tax for the year 2019.

SECTION 4. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Beverly Area Planning Association, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



*Exhibit "A".*

*Budget.*

Special Service Area # 44	
SSA Name:	103rd/Beverly

### 2020 BUDGET SUMMARY

Budget and Services Period: January 1, 2020 through December 31, 2020

		2019 Levy		Carryover Funds	TIF Rebate Fund #A52	Estimated Late Collections and Interest	Total All Sources
CATEGORY		Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction		\$3,808	\$11	\$0	\$0	\$11	\$3,830
2.00 Public Way Aesthetics		\$8,398	\$0	\$0	\$0	\$0	\$8,398
3.00 Sustainability and Public Places		\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development		\$0	\$0	\$0	\$0	\$0	\$0
5.00 Safety Programs		\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management		\$630	\$0	\$0	\$0	\$0	\$630
7.00 Personnel		\$1,600	\$0		\$0	\$0	\$1,600
	Sub-total	\$14,436	\$11				
<b>GRAND TOTALS</b>	<b>Levy Total</b>	<b>\$14,447</b>		<b>\$0</b>	<b>\$0</b>	<b>\$11</b>	<b>\$14,458</b>

LEVY ANALYSIS	
Estimated 2019 EAV:	\$3,008,102
Authorized Tax Rate Cap:	2.500%
Maximum Potential Levy limited by Rate Cap:	\$75,203
Requested 2019 Levy Amount:	\$14,447
Estimated Tax Rate to Generate 2018 Levy:	0.4803%



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2020 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 64.

[O2019-7770]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Passage* of an ordinance authorizing the imposition of a tax levy, budget and service provider agreement for Special Service Area Number 64, the Walden Parkway Commission.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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, On December 11, 2013, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 70762 through 70840, and which established an area known and designated as City of Chicago Special Service Area Number 64 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2013 through and including 2022, not to exceed an annual rate of 2.5 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the approximate street location of the Area as that territory consisting of Walden Parkway, from 100<sup>th</sup> Street to 99<sup>th</sup> Street; and 99<sup>th</sup> Street, from the alley west of Walden Parkway to 1732 West 99<sup>th</sup> Street on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Walden Parkway Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,



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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Walden Parkway Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2020 and ending December 31, 2020.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$10,684
TOTAL BUDGET REQUEST:	\$10,684
Source Of Funding	
Tax levy at an annual rate not to exceed 2.5 percent of the equalized assessed value of the taxable property within Special Service Area Number 64	\$10,092
Carryover funds currently available from prior years	\$0
Late collections received by the City attributable to the levy of the Services Tax in prior years, along with interest income thereon, if any	\$592



SECTION 3. Levy Of Taxes. There is hereby levied pursuant to (i) the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, (ii) the provisions of the Act, and (iii) the provisions of the Establishment Ordinance, the sum of \$10,092 as the amount of the Services Tax for the year 2019.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2019, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the year 2019 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Morgan Park Beverly Hills Business Association, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. 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 7. 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.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



Exhibit "A".

Budget.

<b>Special Service Area #64</b>	
SSA Name:	Walden Parkway

**2020 BUDGET SUMMARY**

Budget and Services Period: January 1, 2020 through December 31, 2020

CATEGORY	2019 Levy		Carryover Funds	TIF Rebate Fund #0D15	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$0	\$592	\$0	\$0	\$592	\$1,184
2.00 Public Way Aesthetics	\$7,500	\$0	\$0	\$0	\$0	\$7,500
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$0	\$0	\$0	\$0	\$0	\$0
5.00 Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$2,000	\$0	\$0	\$0	\$0	\$2,000
7.00 Personnel	\$0	\$0		\$0	\$0	\$0
	Sub-total	\$9,500				
<b>GRAND TOTALS</b>	<b>Levy Total</b>	<b>\$10,092</b>	<b>\$0</b>	<b>\$0</b>	<b>\$592</b>	<b>\$10,684</b>

**LEVY ANALYSIS**

Estimated 2019 EAV:	\$1,719,657
Authorized Tax Rate Cap:	2.500%
Maximum Potential Levy limited by Rate Cap:	\$42,991
Requested 2019 Levy Amount:	\$10,092
Estimated Tax Rate to Generate 2018 Levy:	0.5869%

**LEVY CHANGE FROM PREVIOUS YEAR**

2018 Levy Total (in 2019 budget)	\$9,827
2019 Levy Total (in 2020 budget)	\$10,092
Percentage Change	2.70%
Community meeting required if levy amount increases greater than 5% from previous levy.	

**CARRYOVER CALCULATION**

2019 Budget Total	\$10,154
2020 Carryover	\$0
Percentage	0.000%
Must be less than 25%	



SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT O'HARE CARGO CENTER, BUILDING 837, CHICAGO O'HARE INTERNATIONAL AIRPORT.

[R2019-693]

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

CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Adoption* of a Class 6(b) tax incentive for property at O'Hare Cargo Center, Building 837, Chicago O'Hare International Airport.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on this item, pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the firm represented the applicant, Aero O'Hare, within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review, Illinois Property Tax Appeal Board, and the Circuit Court of Cook County relating to other property.



The following is said resolution as adopted:

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

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

WHEREAS, Aero Chicago LLC, a Delaware limited liability company (the "Applicant"), leases certain real estate located generally at O'Hare Cargo Center, Building 837, Chicago, Illinois 60666, at Chicago O'Hare International Airport (the "Airport"), which is owned and operated by the City, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant has constructed an approximately 276,426 square foot industrial facility on the Subject Property which is the second phase of a development known as the Northeast Cargo Center at the Airport (the "Facility"); and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to support the growth of the City's capacity to move cargo, create new jobs and increase the City's tax base through the construction of a new industrial facility on the Subject Property; and

WHEREAS, It is intended that the Applicant will use the Subject Property to operate a cargo center and will lease portions of the Subject Property to tenants that provide freight handling services (the "Intended Use"); and

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

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located, a resolution expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and



WHEREAS, The Intended Use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 4. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Assessor, and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 5. That this resolution shall be effective immediately upon its passage and approval.

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

*Exhibit "A".*

Legal Description Of Subject Property:

That part of the southeast quarter of Section 32, Township 41 North, Range 12, East of the Third Principal Meridian, and part of the northeast quarter and the northwest quarter of Section 5, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows: commencing at the northwest corner of Lot 2 of Rosemont O'Hare, being a subdivision of part of the east half of the southeast quarter and part of the east half of the northeast quarter of Section 32, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded October 10, 2006 as Document 0628327021, said point of commencement also being the intersection of



the south right-of-way line of the Northwest Tollway (I-90) with the west line of the east half of the northeast quarter of said Section 32; thence south 00 degrees, 15 minutes, 53 seconds east along the west line of said Lot 2, also being along said west line of the east half of the northeast quarter of Section 32, a distance of 263.07 feet to a bend point, said bend point being the northwest corner of the east half of the southeast quarter of said Section 32; thence south 00 degrees, 20 minutes, 59 seconds east along said west line of Lot 2, also being along the west line of the east half of the southeast quarter of said Section 32 and the southerly extension of said lines, 1,657.52 feet to the point of beginning; thence north 89 degrees, 42 minutes, 17 seconds east, 100.59 feet to a point of curvature; thence southeasterly along a curve whose center lies southerly and has a radius of 55.00 feet, 70.79 feet, arc (chord bearing south 53 degrees, 25 minutes, 31 seconds east, 66.00 feet, chord); thence south 00 degrees, 17 minutes, 43 seconds east along a line non-tangent to the previously described course, 62.99 feet; thence north 89 degrees, 42 minutes, 17 seconds east, 12.32 feet; thence south 00 degrees, 17 minutes, 42 seconds east, 670.46 feet; thence south 89 degrees, 42 minutes, 17 seconds west, 1,078.26 feet; thence north 00 degrees, 17 minutes, 43 seconds west, 196.70 feet; thence north 44 degrees, 42 minutes, 17 seconds east, 133.24 feet; thence north 00 degrees, 17 minutes, 43 seconds west, 482.13 feet; thence north 89 degrees, 42 minutes, 17 seconds east, 818.33 feet to the point of beginning, all in Cook County, Illinois.

Common Address For The Subject Property:

O'Hare Cargo Center, Building 837  
Chicago O'Hare International Airport  
Chicago, Illinois 60666.

Permanent Real Estate Tax Index Number For  
The Subject Property:

12-05-402-005-0000.

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SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT  
4207 W. OGDEN AVE.

[R2019-690]

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



CHICAGO, October 16, 2019.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2019, recommends *Adoption* of a Class 6(b) tax incentive for property at 4207 West Ogden Avenue.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

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

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



WHEREAS, Lance Construction Supplies, Inc., an Illinois corporation (the "Applicant"), owns certain real estate located generally at 4207 West Ogden Avenue, Chicago, Illinois 60623, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to demolish an existing outmoded warehouse and replace it by constructing an approximately 12,000 square foot new warehouse on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to support the retention of jobs and/or creation of new jobs and increase the City's tax base through the construction of a new industrial facility on the Subject Property; and

WHEREAS, It is intended that the Applicant will use the Subject Property to store products the Applicant sells for use by the construction industry; and

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

WHEREAS, The Subject Property is located within the Ogden/Pulaski Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to ordinances enacted by the City Council of the City (the "City Council") on April 9, 2008 and published at pages 24221 -- 24477 in the *Journal of the Proceedings of the City Council of the City of Chicago* of that date), and the purpose of Redevelopment Project Areas is also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located, a resolution expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,



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

SECTION 1. That the City determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 4. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Assessor, and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 5. That this resolution shall be effective immediately upon its passage and approval.

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

*Exhibit "A".*

Legal Description Of Subject Property:

That part of the west 130 feet of the east 170 feet of Lot 3 in the County Clerk's Division of the northeast quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, lying to the south of Ogden Avenue and north of a 40.0-foot strip of ground parallel to and having the right-of-way of the Chicago, Burlington and Quincy Railroad, all in Cook County, Illinois.

Common Address For The Subject Property:

4207 West Ogden Avenue  
Chicago, Illinois 60623.

Permanent Real Estate Tax Index Number For  
The Subject Property:

16-27-209-003-0000.



**COMMITTEE ON HEALTH AND HUMAN RELATIONS.**

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**CALL FOR SUSTAINABLE LONG-TERM IN-HOME CARE AND SUPPORT SERVICES FOR SENIORS AND PERSONS WITH DISABILITIES.**

[R2019-692]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Health and Human Relations, for which a meeting was held on October 3, 2019, having had under consideration a resolution calling on Governor J.B. Pritzker, Senate President John Cullerton, House Speaker Michael Madigan, the Illinois Department of Aging and the Illinois Department of Rehabilitation to build sustainable long-term in-home care infrastructure for seniors, persons with disabilities, family members, caregiving workforce and senior service providers, begs leave to recommend that this Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Human Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,  
*Chairman.*

On motion of Alderman Sawyer, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The following is said resolution as adopted:

WHEREAS, Currently 15 percent of Illinois residents are age 65 or older and another 1.6 million are between the ages of 55 and 64; and

WHEREAS, The growth in Illinois' aging population will more than double by 2030, dramatically increasing the need for Long-Term In-Home Care services; and

WHEREAS, Seventy percent of adults turning 65 will need some form of Long-Term In-Home Care services and support during their lifetime and 90 percent of people want the freedom and independence provided by in-home care services that allows them to age with dignity in their own homes; and

WHEREAS, The Community Care Program provides Long-Term In-Home Care and Support Services to nearly 104,000 seniors in the State of Illinois, and has significantly grown with over a 105 percent increase in the last 10 years; and

WHEREAS, The Community Care Program effectively and successfully supports low-income aging people through community-based services including help with personal care, meals, laundry, housework and errands, thus enabling them to remain in their homes and avoid unnecessary and premature institutionalization; and

WHEREAS, Illinois' rapidly aging population means an increased demand for more home care services at a time when economic pressures result in fewer families able to provide such support to aging family members; and

WHEREAS, The direct care workforce is one of the fastest growing job sectors in the country and has expanded by nearly 40 percent in Illinois between 2006 and 2016; and by 2024 Illinois will need an additional 18,000 new home care workers to meet these demands; and a stable, well-paid and well-trained homecare workforce is needed to allow all Illinoisans to receive quality in-home care; and

WHEREAS, The average cost of a nursing home in Illinois is \$55,420, while the cost of Community Care Program services is \$10,428 a year, which is more than four times less; and too many seniors, persons with disabilities, and families are facing financial ruin by being forced to spend down their entire savings to qualify to receive Long-Term In-Home Care services and support through Medicaid; and

WHEREAS, Federal, state, and local governments have the responsibility to make policy changes that address the needs of our residents; and asserting Illinois' values of care and community, universal in-home care and support is a step forward in assisting seniors, persons with disabilities, their families and caregivers; and



WHEREAS, Rising costs and the lack of support for seniors, persons with disabilities, family and professional caregivers, and Illinois' rapidly expanding aging population all require immediate and comprehensive solutions; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 16<sup>th</sup> day of October 2019, do hereby call on Governor Pritzker, Senate President Cullerton, House Speaker Madigan, the Illinois Department on Aging and the Illinois Department of Rehabilitation to work with seniors, persons with disabilities, family members, caregiving workforce and senior service providers, to:

- Build a sustainable, 21<sup>st</sup> century long-term care infrastructure that works for all seniors and persons with disabilities, regardless of income;
- Provide immediate and comprehensive solutions for the rising costs of Long-Term Health Care and current lack of support for seniors, persons with disabilities, family and professional caregivers in Illinois' rapidly expanding aging population;
- Recognize that all seniors deserve access to high quality Long-Term In-Home Care to age with dignity at home;
- Provide policies and guidelines which ensure that home care workers are treated fairly and equitably in assignments, compensation rates and health care benefits; and
- Work to advance policies which support affordable long-term care for all.

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*Re-Referred* -- CALL ON COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY TO HOLD HEARING TO ADDRESS CITY'S COMMITMENT TO PROMOTING RENEWABLE ENERGY.

[R2019-686]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Health and Human Relations, for which a meeting was held on October 3, 2019, having had under consideration a resolution calling on reaffirmation of commitment to renewable energy and CTA bus fleet, begs leave to recommend that this Honorable Body *Re-Refer* said resolution to the Committee on Environmental Protection and Energy.



This recommendation was concurred in by a viva voce vote of the Committee on Health and Human Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,  
*Chairman.*

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Environmental Protection and Energy*.

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#### **COMMITTEE ON HOUSING AND REAL ESTATE.**

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#### **APPOINTMENT OF ANGELA C. HURLOCK AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.**

[A2019-67]

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which was referred a communication by the Honorable Lori Lightfoot appointing Angela C. Hurlock as a commissioner of the Chicago Housing Authority, for a term effective immediately and expiring July 7, 2024, succeeding John T. Hooker, who resigned, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.



This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

On motion of Alderman Osterman, the committee's recommendation was *Concurred In* and the said proposed appointment of Angela C. Hurlock as a commissioner of the Chicago Housing Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

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ACCEPTANCE OF SEALED BID OF 4118-4138 LAKE STREET LLC FOR PURCHASE OF CITY-OWNED PROPERTY AT 4118 AND 4128 -- 4136 W. LAKE ST.

[O2019-7779]

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving a sealed bid auction sale of a



City-owned vacant property at 4118 and 4128 -- 4136 West Lake Street to 4118-4138 Lake Street LLC, John and Annette Serritella-Principals (28<sup>th</sup> Ward), appraised value: \$93,000/ purchase price: \$95,000, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the vacant parcel of property located at 4118 and 4128 to 4136 West Lake Street, Chicago, Illinois 60624, which is legally described on Exhibit A attached hereto (the "Property"), which Property is located in the Northwest Industrial Corridor Redevelopment Project Area ("Area"), as amended, established pursuant to ordinances adopted by City Council of the City on December 2, 1998, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 86178 through 86395; and

WHEREAS, The City, acting through its Department of Planning and Development ("DPD"), has proposed to sell the Property through a sealed bid auction pursuant to Chapter 2-158 of the Municipal Code of the City of Chicago; and



WHEREAS, The Commissioner of DPD caused to be published a public notice advertising the City's intent to sell the Property through a sealed bid auction, and such advertisements appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on June 21, 28 and July 5, 2019; and

WHEREAS, The only sealed bid received in response to the aforesaid public notice was opened in a public meeting before a certified court reporter and the bid was from 4118-4138 Lake Street LLC, of 4112 West Lake Street, Chicago, Illinois 60624, in the amount of Ninety-five Thousand and no/100 Dollars (\$95,000.00) (the "Purchase Price"); and

WHEREAS, The "as is" market value of the Property as of June 7, 2019 was Ninety-three Thousand and no/100 Dollars \$93,000.00; and

WHEREAS, DPD has recommended that the sealed bid of 4118-4138 Lake Street LLC, the sole and highest bidder, be accepted by the City Council; and

WHEREAS, The Property contains environmentally impacted soils that require environmental investigation and remediation work ("Environmental Remediation Work"); and

WHEREAS, 4118-4138 Lake Street LLC ("Grantee"), shall bear sole responsibility for all costs of Remediation Work necessary to obtain a Final Comprehensive industrial commercial ("I/C") No Further Remediation ("NFR") Letter from the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP"), and the cost of any other investigative and remediation cost associated with (the "Property"). The Grantee shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, the Remedial Action Completion Report ("RACR") and any written communications delivered to or received from the IEPA or other regulatory agencies. The Grantee acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, and the Grantee has recorded with the Cook County Recorder of Deeds, and the City has approved, a Final Comprehensive I/C NFR Letter for the Property; and

WHEREAS, If approved by City Council, the cost of the certain environmental investigative tests and reports may be credited to the Grantee at closing, but Grantee will only be credited for such costs that are actually incurred, for which receipts depicting the cost and scope of the environmental investigative tests are received and approved by the City, and in no event will the City reimburse Grantee for any cost that exceeds the Purchase Price; and

WHEREAS, Pursuant to Resolution Number 19-043-21 adopted on August 15, 2019, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the sale of the Property; now, therefore,



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

SECTION 1. The City Council hereby accepts the bid of Grantee and approves the sale of the Property to the Grantee in the amount of Ninety-five Thousand and no/100 Dollars (\$95,000.00) (i.e., the Purchase Price), which amount shall be reduced at closing by the amount of the Closing Credits.

SECTION 2. The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee, or to a land trust of which the Grantee is the sole beneficiary, or to a business entity of which the Grantee is the sole controlling party. Without limiting the quitclaim nature of such deed, such conveyance shall be subject to: (i) standard exceptions in an ALTA insurance policy; (ii) general real estate taxes and any special assessments or other taxes; (iii) easements, encroachments, covenants, restrictions and liens of record and not shown of record; (iv) such other title defects as may exist; and (v) any and all exceptions caused by acts of Grantee or its agents.

The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-44-080 of the Municipal Code of the City (the "2015 Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the 2015 Affordable Requirements Ordinance.

Such conveyance also shall be subject to the following conditions and covenants, in substantially the form set forth below, which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on Grantee and its successors and assigns:

First: Grantee must perform, or cause to be performed, on the Property all investigation, removal, response, disposal, remediation and other activities necessary to obtain a Final Comprehensive I/C NFR Letter from the IEPA, based on the Remedial Action Plan ("RAP"), as approved by the SRP (all such work, the "Environmental Remediation Work"). The Final Comprehensive I/C NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

Second: Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "as is", "where is" and "with all faults" condition without any covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee, on behalf of herself/himself/themselves/itself (as applicable) and hers/his/their/its (as applicable) successors and assigns, shall release, relinquish and forever discharge the City and its officers, employees, agencies, departments and officials, from and against any and all claims, causes of action, demands, legal or administrative proceedings, losses, damages, liabilities, judgments, amounts paid



in settlement, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property. The foregoing covenant of release is part of the consideration for the Property and shall run with the land and bind Grantee and Grantee successors and assigns.

SECTION 3. DPD is authorized to deliver the deed to the Grantee upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three months from the passage of this ordinance through no fault of the City, DPD may cancel the sale upon written notice to the Grantee, retain the Grantee's deposit check as liquidated damages, and again offer the Property for sale.

SECTION 4. 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 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed or amended to the extent of such conflict.

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

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

*Exhibit "A".*

Purchaser:

4118-4138 Lake Street LLC.

Purchaser's Address:

4112 West Lake Street  
Chicago, Illinois 60624.

Purchase Amount:

\$95,000.00.



Appraised Value:

\$93,000.00.

Legal Description (subject to title commitment and survey):

Lots 81, 82, 83, 84, 85, 88 and 89 in Block 2 in West Chicago Land Company's Subdivision, a subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4118 and 4128 to 4136 West Lake Street  
Chicago, Illinois 60624.

Property Index Numbers:

16-10-406-032-0000;

16-10-406-035-0000;

16-10-406-038-0000; and

16-10-406-046-0000.

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ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES AT  
VARIOUS LOCATIONS IN ACCORDANCE WITH ADJACENT NEIGHBORS LAND  
ACQUISITION PROGRAM.

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which were referred ordinances by the Department of Planning and Development for the sale of City-owned properties at various



locations under the Adjacent Neighbors Land Acquisition Program, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

On motion of Alderman Osterman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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):

*6027 S. Aberdeen St.*

[O2019-7782]

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 numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and



WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833 and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 - 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 - 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on



which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Kevin Lopez (the "Purchaser"), who has a principal residence of 6029 South Aberdeen Street, Chicago, Illinois 60621, which ANLAP Parcel is located in the Englewood Neighborhood Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on June 27, 2001 and published in the *Journal* for such date at pages 61850 through 62055; and

WHEREAS, Pursuant to Resolution Number 19-033-21 adopted on June 20, 2019, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of One Thousand and no/100 Dollars (\$1,000.00). Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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



*Exhibit "A".*

Bidder:

Kevin Lopez.

Bidder's Address:

6029 South Aberdeen Street  
Chicago, Illinois 60621.

Appraised Value ("as is"):

\$4,500.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 13 in E. A. Cumming's Subdivision of Block 12 in Thompson and Holmes' Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principle Meridian, in Cook County, Illinois.

Address:

6027 South Aberdeen Street  
Chicago, Illinois 60621.

Property Index Number:

20-17-410-008-0000.



5622 S. Lafayette Ave.

[O2019-7781]

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 numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833 and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at



least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Earl Williams (the "Purchaser"), who has a principal residence of 5624 South Lafayette Avenue, Chicago, Illinois 60621, which ANLAP Parcel is located in the Washington Park Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on October 8, 2014 and published in the *Journal* for such date at pages 91436 through 91587; and

WHEREAS, Pursuant to Resolution Number 19-033-21 adopted on June 20, 2019, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of One Thousand and no/100 Dollars (\$1,000.00). Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.



SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

Bidder:

Earl Williams.

Bidder's Address:

5624 South Lafayette Avenue  
Chicago, Illinois 60621.

Appraised Value ("as is"):

\$8,500.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 25 in Fred Grossman's Subdivision of Sublots 2 and 3 in Grossman's Subdivision of part of Lots 3 and 4 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principle Meridian, in Cook County, Illinois.



## Address:

5622 South Lafayette Avenue  
Chicago, Illinois 60621.

## Property Index Number:

20-16-206-074-0000.

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427 N. Ridgeway Ave.

[O2019-7776]

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 numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by



ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Jason Banks (the "Purchaser"), who has a principal residence of 425 North Ridgeway Avenue, Chicago, Illinois 60624, which ANLAP Parcel is located in the Chicago/Central Park Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City of Chicago on February 27, 2002, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 79794 through 80025; and



WHEREAS, Pursuant to Resolution Number 19-033-21 adopted on June 20, 2019, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of One Thousand and no/100 Dollars (\$1,000.00). Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

Bidder:

Jason Banks.

Bidder's Address:

425 North Ridgeway Avenue  
Chicago, Illinois 60624.



Appraised Value ("as is"):

\$5,000.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 34 in Block 14 in Diven's Subdivision of Blocks 12 and 14 of W.J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principle Meridian, in Cook County, Illinois.

Address:

427 North Ridgeway Avenue  
Chicago, Illinois 60624.

Property Index Number:

16-11-131-016-0000.

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## NEGOTIATED SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which were referred proposed ordinances by the Department of Planning and Development for negotiated sale of City-owned properties at various locations, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.



This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

On motion of Alderman Osterman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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):

*1258 S. Karlov Ave.*

[O2019-7778]

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

WHEREAS, The City is the owner of the vacant parcel of property located at 1258 South Karlov Avenue, Chicago, Illinois 60623, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS Pursuant to ordinances adopted by the City Council of the City of Chicago ("City Council") on April 9, 2008, and published at pages 24221 through 24477 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, the City Council approved a certain redevelopment plan and project for the Ogden/Pulaski Redevelopment Project Area ("TIF Area"); and



WHEREAS, Ahmed El-Nazer (the "Grantee"), which has a business address of 422 West Riverside Drive, Unit 305, Austin, Texas 78704, has offered to purchase the Property from the City for the sum of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00), such amount being the appraised fair market value of the Property, to improve with landscaped open space thereon; and

WHEREAS, Pursuant to Resolution Number 19-035-21 adopted on June 20, 2019, by the Plan Commission of the City (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on May 17 and May 24, 2019; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee for the amount of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express condition that: the Property is improved with landscaped open space within six (6) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, 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 of Chicago shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under, and that is subject to, Section 2-44-080 of the Municipal Code of the City (the "2015 Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the 2015 Affordable Requirements Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.



SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

Purchaser:

Ahmed El-Nazer.

Purchaser's Address:

422 West Riverside Drive, Unit 305  
Austin, Texas 78704.

Purchase Amount:

\$8,500.00.

Appraised Value:

\$8,500.00.

Legal Description (subject to title commitment and survey):

Lot 30 in Block 3 in William A. Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1258 South Karlov Avenue  
Chicago, Illinois 60623.

Property index Number:

16-22-205-043-0000.



*5403 S. Marshfield Ave.*

[O2019-7780]

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

WHEREAS, The City is the owner of one vacant parcel of property located at 5403 South Marshfield Avenue, Chicago, Illinois 60609, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Baudilio Lopez and Carolyn Lopez (the "Grantees"), who have a principal residence of 3412 South Calumet Avenue, Chicago, Illinois 60616, have offered to purchase the Property from the City for the sum of Five Thousand and no/100 Dollars (\$5,000.00), such amount being the appraised fair market value of the Property, to improve as an open space thereon; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantees and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on May 17, and 24, 2019; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 19-034-21 adopted on June 20, 2019, by the Plan Commission of the City (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantees; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantees for the amount of Five Thousand and no/100 Dollars (\$5,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantees. Such deed shall include a covenant obligating the Grantees to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantees' acceptance of the City's deed shall constitute Grantees' agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express condition that: the Property is improved as an open space within six (6) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago. Grantees, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such reversion of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.



The Grantees acknowledge that if the Grantees develop the Property with a residential housing project, as defined under and that is subject to Section 2-44-080 of the Municipal Code of the City (the "2015 Affordable Requirements Ordinance"), the Grantees and such project shall be obligated to comply with the 2015 Affordable Requirements Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

Bidders:

Baudilio Lopez and Carolyn Lopez.

Bidders' Address:

3412 South Calumet Avenue  
Chicago, Illinois 60616.

Bid Amount:

\$5,000.00.

Appraised Value:

\$5,000.00.



Legal Description (subject to title commitment and survey):

Lot 45 in Block 1 in Elizabeth Galvin's Subdivision of the southeast quarter of the southeast quarter of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5403 South Marshfield Avenue  
Chicago, Illinois 60609.

Property Index Number:

20-07-431-002-0000.

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309 W. 47<sup>th</sup> St.

[O2019-7775]

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

WHEREAS, The City is the owner of the vacant parcel of property located at 309 West 47<sup>th</sup> Street, Chicago, Illinois 60609, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Pursuant to ordinances adopted by the City Council of the City ("City Council") on May 29, 2002, and published at pages 85676 through 85904 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, the City Council approved a certain redevelopment plan and project for the 47<sup>th</sup>/Halsted Redevelopment Project Area ("TIF Area"); and

WHEREAS, Chicago Title Land Trust Company, Trust Number 8002374370, dated April 27, 2017 (the "Grantee"), with a business address of 10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603, has offered to purchase the Property from the City for the sum of Ten Thousand and no/100 Dollars (\$10,000.00), such amount being the appraised fair market value of the Property, to improve with landscaped open space thereon; and



WHEREAS, Pursuant to Resolution Number 19-040-21 adopted on August 15, 2019, by the Plan Commission of the City (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on July 5 and 12, 2019; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee for the amount of Ten Thousand and no/100 Dollars (\$10,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with landscaped open space within six (6) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, 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 of Chicago shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under, and that is subject to, Section 2-44-080 of the Municipal Code of the City (the "2015 Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the 2015 Affordable Requirements Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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



*Exhibit "A".*

## Purchaser:

Chicago Title Land Trust dated April 27, 2017  
Number 8002374370.

## Purchaser's Business Address:

10 South LaSalle Street, Suite 2750  
Chicago, Illinois 60603.

## Purchase Amount:

\$10,000.00.

## Appraised Value:

\$10,000.00.

## Legal Description (subject to title commitment and survey):

Lot 4 in Block 3 (except that part of the land lying north of the following described straight line: beginning at a point in the east line of Lot 4, said point being 5.11 feet south of the northeast corner thereof, drawn to a point in the west line of Lot 4, said point being 3.83 feet south of the northwest corner thereof), in Harwood and Godspeed's Subdivision of the north 16 rods of the west half of the northeast quarter Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Address:

309 West 47<sup>th</sup> Street  
Chicago, Illinois 60609.

## Property Index Number:

20-09-201-007-0000.



729 W. 83<sup>rd</sup> St.

[O2019-7777]

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

WHEREAS, The City is the owner of one vacant parcel of property located at 729 West 83<sup>rd</sup> Street, Chicago, Illinois 60620, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, 8301 Halsted Property LLC (the "Grantee"), with a principal business address of 8550 South Harlem Avenue, Suite G, Bridgeview, Illinois 60455, has offered to purchase the Property from the City for the sum of One Hundred Ninety-five Thousand and no/100 Dollars (\$195,000.00), such amount being the appraised fair market value of the Property, to improve as a parking lot thereon; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on April 25, 2019, and May 2, 2019; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 19-031-21 adopted on May 16, 2019, by the Plan Commission of the City (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of One Hundred Ninety-five Thousand and no/100 Dollars (\$195,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express condition that: the Property is improved as a parking lot within twelve (12) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute



and deliver to the City a reconveyance deed to the Property to further evidence such reversioning of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-44-080 of the Municipal Code of the City (the "2015 Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the 2015 Affordable Requirements Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

Bidder:

8301 Halsted Property LLC.

Bidder's Address:

8550 South Harlem Avenue, Suite G  
Bridgeview, Illinois 60455.

Bid Amount:

\$195,000.00.

Appraised Value:

\$195,000.00.



Legal Description (subject to title commitment and survey):

Lots 1 through 14 in Block 1 and that part of vacated Summit Avenue in Hill's Subdivision of the north 19 acres of the east half of the southeast quarter of Section 32 and that part of the north 19 acres of the west half of the southwest quarter of Section 33, lying west of railroad right-of-way all in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

729 West 83<sup>rd</sup> Street  
Chicago, Illinois 60620.

Property Index Number:

20-33-300-015-0000.

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AMENDMENT OF PREVIOUSLY EXECUTED NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 2019 W. WASHINGTON BLVD. TO ROSS BROS. CONSTRUCTION LLC.

[O2019-7771]

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving an amendment to the negotiated sale of City-owned property at 2019 West Washington Boulevard to Ross Bros. Construction LLC (27<sup>th</sup> Ward), appraised value: \$149,000/amended purchase price: \$145,049.85, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.



This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance ("Project Ordinance") adopted by the City Council (the "City Council") of the City of Chicago (the "City") on July 24, 2019, the City Council authorized the City's sale of the property commonly known as 2019 West Washington Boulevard, Chicago, Illinois, which property is legally described on Exhibit A attached thereto ("Property") to Ross Bros. Construction, an Illinois limited liability company ("Developer") conditioned on the terms and conditions of the agreement for the sale and redevelopment of land substantially in the form of Exhibit B attached thereto ("Redevelopment Agreement"); and

WHEREAS, The Project Ordinance authorized a purchase price of \$149,000.00 ("Original Purchase Price"), which reflected the appraised value of the Property as of April 30, 2019, but did not reflect closing credits from the City in respect of Developer's payment of a title commitment, appraisals and environmental Phase I and Phase II; and

WHEREAS, Developer has provided receipts for those closing credits in the total amount of \$3,950.15, which will amend the Original Purchase Price for the Property to \$145,049.85 ("Amended Purchase Price"); and

WHEREAS, The City and the Developer desire to modify the terms of the Redevelopment Agreement to reflect the Amended Purchase Price; and



WHEREAS, 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; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated by reference and made a part hereof.

SECTION 2. The Amended Purchase Price is hereby approved. This approval is expressly conditioned upon the City and the Developer entering into a Redevelopment Agreement reflecting the Amended Purchase Price but otherwise in substantially the form attached as Exhibit B to the Project Ordinance. The Commissioner of Housing (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 supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions, insertions, terms and provisions as the Commissioner deems appropriate.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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AMENDMENT OF PREVIOUSLY EXECUTED NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 2021 -- 2023 W. WASHINGTON BLVD. TO FRANKLIN HOLDINGS LLC-TWENTY-EIGHTH SERIES.

[O2019-7772]

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving an amendment to the negotiated sale of City-owned property at 2021 -- 2023 West Washington Boulevard to Franklin Holdings LLC-



Twenty-Eighth Series (27<sup>th</sup> Ward), appraised value: \$260,000/amended purchase price: \$252,837.20, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance ("Project Ordinance") adopted by the City Council (the "City Council") of the City of Chicago (the "City") on July 24, 2019, the City Council authorized the City's sale of the property commonly known as 2021 -- 2023 West Washington Boulevard, Chicago, Illinois, which property is legally described on Exhibit A attached thereto ("Property") to Franklin Holdings LLC-Twenty-Eighth Series, an Illinois limited liability company ("Developer"), conditioned on the execution of an agreement for the sale and redevelopment of land substantially in the form of Exhibit B attached thereto ("Redevelopment Agreement"); and

WHEREAS, The Project Ordinance authorized a purchase price of \$254,345.63 ("Original Purchase Price"), which reflected the appraised value of the Property as of April 30, 2019, which was \$260,000.00 ("Appraised Value"), less \$5,654.37 for closing credits of Developer's payment of a title commitment, appraisals and environmental Phase I and Phase II; and

WHEREAS, Developer has provided updated receipts for those closing credits in the total amount of \$7,162.80, which will amend the Original Purchase Price for the Property to \$252,837.20 ("Amended Purchase Price"); and



WHEREAS, The City and the Developer desire to modify the terms of the Redevelopment Agreement to reflect the Amended Purchase Price; and

WHEREAS, 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; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated by reference and made a part hereof.

SECTION 2. The Amended Purchase Price is hereby approved. This approval is expressly conditioned upon the City and the Developer entering into a Redevelopment Agreement reflecting the Amended Purchase Price but otherwise in substantially the form attached as Exhibit B to the Project Ordinance. The Commissioner of Housing (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 supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions, insertions, terms and provisions as the Commissioner deems appropriate.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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ESTABLISHMENT OF CHICAGO COMMUNITY LAND TRUST AFFORDABLE  
HOMEOWNERSHIP AND HOUSING PILOT PROGRAM TO PRESERVE  
AFFORDABLE HOUSING IN GENTRIFYING NEIGHBORHOODS USING  
AFFORDABLE HOUSING OPPORTUNITY FUNDS.

[SO2019-5555]

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



CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which was referred a substitute ordinance by the Department of Housing for a pilot program establishment and funding of Chicago Community Land Trust Affordable Homeownership and Housing Program (AHHP), and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 has determined that the continuance of a shortage of affordable housing to persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and



WHEREAS, The City, through its Department of Housing ("DOH"), desires to establish an Affordable Homeownership and Housing Program (the "AHHP Program") on a pilot basis to help preserve at-risk affordable housing in gentrifying neighborhoods in Chicago through the recording of affordable covenants, ground leases and deed restrictions on specific single-family housing, such housing coming in to the AHHP Program by various means including direct acquisition and disposition by a designated agency for DOH, or voluntary opt-in to the AHHP Program by private owners, as more specifically set forth on Exhibit A attached hereto; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City ("City Council") on January 11, 2006, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for said date at pages 67997 through 68024, inclusive, the Chicago Community Land Trust ("CCLT") was created for the purpose of preserving the long-term affordability of housing units created through public subsidies; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 9, 2008, and published in the *Journal* for said date at pages 24789 through 24791, inclusive, DOH entered into a Grant and Services Agreement with CCLT on August 16, 2009, as amended ("Agreement"), to provide certain City financial resources to support CCLT's program activities; and

WHEREAS, DOH desires to further amend the Agreement with CCLT to authorize it to administer the AHHP Program; and

WHEREAS, Pursuant to Section 2-44-080(G)(1) of the Municipal Code of Chicago (the "Municipal Code"), funds deposited into the Affordable Housing Opportunity Fund ("AHOF Funds") may be used for the construction, rehabilitation or preservation of affordable housing or may be used in connection with such other housing programs as shall be specifically approved by the City Council for such revenues; and

WHEREAS, The AHHP Program directly enhances the preservation of at-risk affordable housing in gentrifying neighborhoods in Chicago long term; and

WHEREAS, The City desires to authorize the use of AHOF Funds for the AHHP Program; 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 AHHP Program, as set forth in Exhibit A attached hereto and made a part hereof, is hereby authorized.

SECTION 3. CCLT is hereby designated to administer the AHHP Program, subject to the supervision of DOH.



SECTION 4. AHOF Funds, as may be appropriated from time to time, are hereby authorized for use in connection with the AHHP Program.

SECTION 5. DOH shall issue a report to the Committee on Housing and Real Estate within 12 months of the effective date of this ordinance that provides an overview of the transactions and acquisition processes to date, recommendations for efficiencies to those processes, the feasibility of including 3-4 unit structures and mixed used structures in the trust, and an analysis and recommendations for improved collaboration among the CCLT and local community land trusts.

SECTION 6. Subject to the approval of the Corporation Counsel for form and legality, and subject to the appropriation of funding, the Commissioner of DOH (the "Commissioner") and a designee of the Commissioner (together with the Commissioner, the "Authorized Officer") are each hereby authorized to negotiate, execute and deliver an amendment to the Agreement for the purpose of administering the AHHP Program for the City and, further, are each hereby authorized to perform any and all acts as shall be necessary or advisable in connection with the AHHP Program, as authorized by this ordinance.

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

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

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

*Exhibit "A".*

*Chicago Community Land Trust  
Affordable Homeownership And Housing Program.*

(CCLT-AHHP)

Description And Budget.

Purpose: The purpose of the "CCLT Affordable Homeownership and Housing Program" (CCLT-AHHP) is to create long-term affordable home ownership in City of Chicago ("City") neighborhoods that are experiencing rising housing costs and property taxes and/or gentrification. With the allocation of \$3,000,000, the Chicago Community Land Trust ("CCLT") will (1) acquire and resell properties directly; (2) cooperate with partners that will acquire and resell residential properties; and (3) establish an "OPT-IN" program for existing



owners, as described below. Residential properties acquired under CCLT-AHHP will be included in the CCLT portfolio and subject to the terms, restrictions, and requirements of the CCLT Deed Restriction/Covenant. The CCLT may also transfer properties in the CCLT portfolio to local community land trusts (CLTs) or other non-profits by deed, ground lease or other recorded transfer instrument for their portfolios, each subject to CCLT deed restriction, ground lease or other encumbrance as approved by the CCLT.

**Program Funds:** All funds received by the CCLT under this program are designated "Program Funds" and shall be placed by the CCLT in a separate Program Account in a financial institution approved by the City. Any interest earned on the funds in this Program Account shall be deemed "Program Proceeds" and shall be treated as Program Funds. All proceeds from the sale of residential properties or the recovery of "OPT-IN" Grants (as described below) also shall be designated as Program Proceeds and deposited into the Program Account. The CCLT will provide the City, through its Department of Housing ("DOH"), with a copy of the monthly bank statement for the Program Account, as well as an annual statement at the close of the CCLT Fiscal Year (January 1 to December 31).

**Eligible Properties:** Eligible properties include single-family detached homes, condominium units, townhomes, two-unit residential properties and vacant lots, all located in the City and in neighborhood areas designated as "at risk of gentrification", "gentrifying" or "gentrified" by the Board of Directors of the CCLT.

**Eligible CCLT Buyers:** Eligible buyers of CCLT homes are home buyers who do not own other residential property; who will be owner-occupants of the property as their principal residence; and whose gross annual household income does not exceed 100 percent of the PMSA Median Income.

**Eligible Owners ("OPT-IN" Program):** Owners choosing to place their homes into the CCLT portfolio and execute the CCLT Covenant/Deed Restriction under the "OPT-IN" program will not be subject to the gross annual household income limit at the time that they "OPT-IN" to the CCLT, provided that the Owner executes the Covenant/Deed Restriction that will require that all future resales of the property must be to buyers with gross annual household income that does not exceed 100 percent of the PMSA Median income, and that the Maximum Resale Price shall not exceed the amount determined by formulae in the Deed Restriction/Covenant. Acceptance of an Owner for the OPT-IN program is subject to an application process, review by CCLT staff, and approval of the CCLT Board of Directors.

**Eligible Partners/Borrowers:** Eligible Partners/Borrowers are not-for-profit development corporations, community-based organizations, or for-profit developers that wish to use CCLT-AHHP funds for the acquisition of properties for subsequent resale to Eligible Buyers according to the requirements of the CCLT. Full or partial repayment of funds from the CCLT will be determined by the Project Budget at the time of Application for funding, with review and approval by the CCLT Policy and Projects Committee. Any required repayment by the Eligible Partner/Borrower to the CCLT will be due upon sale of the property to an Eligible Buyer and the Eligible Buyer shall execute and be subject to the income restrictions of the CCLT and the terms of the CCLT Covenant/Deed Restriction.



CCLT-AHHP funds may be provided to Partners/Borrowers for acquisition of properties and closing costs associated with said acquisition. Any rehabilitation or repairs must be undertaken by the Eligible Partner/Borrower using other resources, and all rehabilitation or repair work must be performed in compliance with all City requirements regarding building codes, zoning and permits. Eligible Partners/Borrowers must submit a written request and project budget for consideration before funds can be approved.

OPT-IN: "OPT-IN" is a program available to existing owners of Eligible Properties who wish to ensure that their property will remain affordable for Eligible Buyers in the future. Owners participating in this strategy will irrevocably execute the CCLT Covenant/Deed Restriction. The CCLT will obtain a fair market appraisal (at the CCLT's expense) at the time the Owner agrees to "OPT-IN"; determine a fair "affordable value" at the same time (typically affordable for a household at 100 percent AMI); and incorporate both the fair market value and the affordable value into the Covenant/Deed Restriction as the basis for determining a future Maximum Resale Value.

Incentives For Eligible "OPT-IN" Owners: Eligible Owners choosing the "OPT-IN" program will be eligible to receive a Grant of up to \$30,000, for any or all of the following purposes:

- 1) Correct health/safety hazards in the home;
- 2) Make exterior repairs/improvements (such as new roof, windows, porches, et cetera);
- 3) Make energy-efficiency improvements (such as insulation and air-sealing, new efficient heating system, et cetera); and
- 4) Upgrade interior features if none of the prior three uses is necessary, with the approval of the CCLT.

The work performed using these Grants is subject to the CCLT's prior approval of the scope of work and inspection by a CCLT designee prior to any disbursement of Grant funds for work completed.

Execution and recording of the CCLT Covenant/Deed Restriction are prerequisites for commitment and/or distribution of the Grant to an "OPT-IN" Owner. Owners must obtain written proposals for the work from licensed and insured contractors prior to the approval of the Grant.

Owners choosing to "OPT-IN" will benefit from the CCLT's agreement with the Cook County Assessor's Office, whereby CCLT properties are assessed according to the affordable price or value at the time that the owner "Opts-In" (as determined by the CCLT) rather than the market value.



**Acquisition Of Properties:** CCLT shall use funds to acquire Eligible Properties in neighborhood areas designated by the CCLT Board of Directors. The acquisition may be made by the CCLT directly, or by an Eligible Partner with the review and approval of the CCLT.

**Acquisition Of Land:** CCLT shall have the option to use funds to acquire vacant land in the City from the Cook County Land Bank, the City, or private parties, in anticipation of future development by either the CCLT or Partners/Borrowers.

**Rehab Of Properties:** The use of CCLT-AHHP funds by the CCLT for rehabilitation or repair of properties will be allowed, provided that the rehabilitation complies with City building codes; is performed under permit; that the property is sold to an Eligible Buyer; and the funds are recovered (in whole or in part) upon the sale of the property.

**Sale Of Properties:** Properties acquired by the CCLT or an Eligible Partner/Borrower are to be sold to Eligible Buyers who must occupy the property as their principal residence. Maximum Sale Prices will be determined by the CCLT in order to be affordable to Eligible Buyers. Proceeds of the sale will be returned to the CCLT as Program Proceeds.

**Eligible Expenses For Property Acquired By Eligible Partner/Borrower, Or By CCLT On Behalf Of Eligible Partner/Borrower:** Eligible Expenses for which CCLT-AHHP funds can be used by an Eligible Partner/Borrower are the Acquisition Price and closing costs to acquire an Eligible Property for resale to an Eligible Buyer, and other costs that may include, but are not limited to, holding costs of the CCLT or nonprofit, board-up, trash-out, security , lawn care, snow removal, insurance, property management, real estate takes, et cetera 5 percent of TPC without developer fee), as approved by the CCLT.

**Eligible Expenses For Property Acquired Directly By The CCLT:** Eligible Expenses for which the CCLT itself can use CCLT-AHHP funds are the Total Project Costs of an individual property and include:

- Acquisition of property;
- Rehabilitation/repair of property;
- Real Estate Sales Commissions paid upon acquisition and disposition of the property;
- Permit fees, zoning certifications, water certifications, recording fees, transfer stamps and any other municipal, county or state fees associated with property transfers;
- Title charges upon either acquisition or sale;



- Inspection fees;
- Appraisal of property at point of acquisition;
- Third-party contractors engaged by CCLT to perform property inspections, prepare scopes of work, monitor/inspect work as completed;
- Up to 10 percent contingency for rehabilitation/repairs;
- New construction on vacant land acquired using AHHP funds;
- CCLT attorney fees for acquisition of property and resale of property;
- Other reasonable project-related costs not herein described;
- Holding costs of the CCLT, including board-up, trash-out, security, lawn care, snow removal, insurance, property management, real estate taxes, et cetera; and
- CCLT administrative costs and overhead (allocated or direct).

Reservation Of Funds: Identification of properties to be acquired by the CCLT itself is the responsibility of the CCLT staff. Approval of identified properties is the responsibility of the CCLT Projects and Policy Committee, with the concurrence of the CCLT Board of Directors.

Properties to be acquired by an Eligible Partner/Borrower through the use of CCLT-AHHP funds will require approval by a simple majority of the CCLT Projects and Policy Committee (phone or email approval is acceptable). Upon approval of an identified property, funds will be reserved. The reservation will be held for ninety (90) days and if the transaction does not close within that period of time, the reservation will expire.

Application Process For Eligible CCLT Buyers: In order to be certified to purchase a CCLT property, potential Buyers must submit to the CCLT:

- Completed CCLT Application;
- Proof of income in a form determined by and acceptable to the CCLT;
- Prior two years' federal tax return and all schedules;
- Mortgage pre-approval in an amount sufficient to complete the purchase;
- Proof of assets sufficient to complete the purchase;



- Certificates for completion of approved Home Buyer Education classes, CCLT; Orientation, Condominium Training (if necessary), and Landlord Training (if subject property is a two-unit property);
- Executed Income Affidavit for all household members;
- Executed Affidavit for Child Support Compliance;
- Scofflaw checks for outstanding municipal obligations and Child Support payments; and
- Economic Disclosure Statement for Eligible Buyers and Eligible Partners/ Borrowers.

Application Process For Eligible Partners/Borrowers: In order to apply for CCLT funds to acquire a property, Eligible Partners/Borrowers must submit to the CCLT:

- A Comparative Market Analysis for the property;
- A property listing with the sales price;
- A budget/pro-forma for the acquisition and any repairs/rehabilitation;
- A calculation of final sales price;
- A timetable for the full acquisition/construction/rehab/resale process;
- Proof of the Eligible Partner's funds for anticipated rehabilitation or repairs;
- A brief narrative (no more than three (3) pages) describing the Eligible Partner's experience in prior development and/or real estate sales and identifying the source of funds to complete the transaction; and
- A request to the CCLT for a specific amount of funding for the acquisition costs of the property.

Use Of Other Funds: Eligible Partners/Borrowers are expected to have access to and the use of funds other than CCLT-AHHP funds for each project (and particularly for any rehabilitation or repairs), provided that the use of such funds does not preclude the execution and recording of the CCLT Covenant/Deed Restriction as the primary encumbrance on the property.



Reporting: The CCLT shall report to the City on the use of all program funds on a quarterly basis, detailing the use of Program Funds, the addresses of residential properties acquired and sold, and the status of residential properties as yet unsold.

For any properties requiring repair/rehabilitation using CCLT-AHHP funds for construction, the Eligible Partner/Borrower using the CCLT funds will be responsible for all reporting on MBE/WBE, prevailing wage, et cetera to the City according to the City's schedule. Eligible Partners/Borrowers must submit monthly update reports to the CCLT, outlining progress on repairs/rehabilitation and sale of properties.

CCLT staff will report on the acquisition and disposition of properties and the use of funds to the CCLT Board of Directors at regular Board meetings, and as part of the Quarterly Report on the City's Five-Year Housing Plan.

Budget: The initial \$3,000,000 Affordable Housing Opportunity Fund allocation is earmarked as follows, but the sub-budget amounts may be revised from time to time by mutual agreement of the City and COLT for the efficient and successful implementation of the program:

- Home Improvement Grants for Opt-In Owners with these funds reserved for a period of three (3) years for this purpose:

\$ 500,000
- Acquisition/Rehab Program (a portion of these funds may be earmarked for particular neighborhood areas by the CCLT Board of Directors):

\$1,700,000
- Land-Banking/Vacant Land Acquisition/Holding Costs for a period not to exceed five (5) years:

\$ 300,000
- Reserves:

\$ 300,000
- Administrative Expenses\*:

\$ 200,000

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\* May include, but not limited to holding costs of the CCLT, including board-up, trash-out, security, lawn care, snow removal, insurance, property management, real estate taxes, et cetera, and CCLT administrative costs and overhead (allocated or direct), and transaction costs.



EXECUTION OF NON-EXCLUSIVE GRANT OF EASEMENT WITH  
COMMONWEALTH EDISON COMPANY GOVERNING ACCESS TO CITY-OWNED  
PROPERTY AT 3540 S. MICHIGAN AVE.

[O2019-7183]

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Fleet and Facility Management for a non-exclusive easement grant and agreement with Commonwealth Edison for City-owned property at 3540 South Michigan Avenue (3<sup>rd</sup> Ward), and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



Alderman Burke abstained from voting on this item pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the firm represented Commonwealth Edison within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review, and Illinois Property tax Appeal Board relating to other property.

The following is said ordinance as passed:

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

SECTION 1. On behalf of the City of Chicago, the Commissioner (or his designee) (the "Commissioner") of the Department of Fleet and Facility Management (the "Department") is authorized to execute a non-exclusive Grant of Easement (and any other such documentation as may be necessary to effectuate such Grant of Easement) with The Commonwealth Edison Company ("ComEd"), governing access to the City-owned real property located at 3540 South Michigan Avenue for purposes of installing, repairing, and maintaining electric services for the benefit of ComEd's "Bronzeville Microgrid", including the City's Police Department headquarters, all as depicted on Exhibit 1 attached hereto; such Grant of Easement to be approved as to form and legality by the Corporation Counsel in substantially the form attached hereto as Exhibit 2 (with such changes as may be deemed necessary by the Commissioner).

SECTION 2. 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 3. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

[Exhibit 1 referred to in this ordinance printed  
on page 7251 of this *Journal*.]

Exhibit 2 referred to in this ordinance reads as follows:

*Exhibit 2.*  
(To Ordinance)

*Grant Of Easement With Commonwealth Edison Company.*

For good and valuable consideration, the receipt whereof is hereby acknowledged, the City of Chicago, an Illinois municipal corporation and home rule unit of government, (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars and other valuable



consideration, receipt of which is hereby acknowledged, does hereby warrant, grant and convey unto: Commonwealth Edison Company, an Illinois corporation and its successors, assigns, lessees, licensees, and agents (collectively, the "Grantees"), a nonexclusive easement in perpetuity (the "Easement"); upon, over, and/or across the below described property, with the right to construct, reconstruct, add, remove, relocate, renew, operate and maintain, from time to time, wires, cables, conduits, transformers, pedestals, switchgear and other facilities used in connection with underground transmission and distribution of electricity, sounds and signals, (collectively the "Grantee Facilities") together with right of ingress and egress to the same and right, from time to time, to trim or remove trees, bushes and saplings and to clear all obstructions from the surface and subsurfaces as may be required incident to the grant herein given, in, over, under, across, along and upon the surface of property legally described on (Sub)Exhibit A and further depicted upon the Easement Area sketch, labeled (Sub)Exhibit A-1, respectively, both attached hereto and made part hereof situated in Cook County, Illinois ("Easement Area"). Except as otherwise provided for herein, no structures or obstructions shall be placed over Grantee's facilities or in, upon or over the Easement Area by Grantor without prior written consent of the Grantee. After installation of any facilities by Grantee, the grade of the property shall not be altered in any manner so as to interfere with the operation and maintenance of said facilities.

Easement Area Description And Depiction  
Attached As (Sub)Exhibits A And A-1.

1. Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.
2. Grantee hereby agrees to restore all Property disturbed by its activities in the Easement Area to the condition existing prior to the disturbance, except as otherwise provided for herein.
3. Grantees shall have the right to remove or trim such trees in the Easement Area as are necessary to exercise the rights conveyed herein.
4. After installation of any Grantee Facilities, neither Grantor, nor any subsequent owner of the Property, or any portion thereof, shall construct improvements in the Easement Area or change the grade of the Easement Area without the prior written consent of the Grantee. Notwithstanding the foregoing, the Grantor and Grantee agree to the Grantor's placement of gravel or pavement over the Easement Area, except for the locations and switchgear and transformers.
5. It is expressly understood by the parties that the Grantee shall be solely responsible for the performance and maintenance of any of the Grantee Facilities that Grantee installs within the Easement Area. Grantor shall have no liability or obligation for the laying, installing, constructing, maintaining, operating, inspecting, altering, replacing and removing any of the Grantee Facilities within the Easement Area except for any repair or replacement necessary as a result of damages caused by Grantor's negligence or willful misconduct.



6. Grantee shall perform any and all construction in the Easement Area in accordance with the applicable laws governing such construction.

7. Grantor expressly reserves the right, at Grantor's sole cost and expense, to pave the surface of the Easement Area with gravel, porous asphaltic or other suitable hard surface paving material, provided same shall not interfere with Grantees' respective full use and enjoyment of the easement rights hereby granted. Grantor hereby agrees to restore any paving or other improvements made by Grantor's activities in the Easement Area.

8. This is a nonexclusive easement Grantor, hereby reserves the right to grant easements to other utilities or services which may intersect or transact the easement granted hereunder.

9. All notices required to be given under this Grant of Easement shall be either hand delivered, by courier, or sent by the United States mail, Certified Mail Return Receipt Requested, postage prepaid, or sent by facsimile (with evidence thereof) to the addresses and facsimile numbers as follows:

To Grantor:

City of Chicago  
Department of Fleet and Facility  
Management  
30 North LaSalle Street, Suite 300  
Chicago, Illinois 60602  
Attention: Assistant Commissioner  
Fax: (312) 742-3861

with a copy to:

City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Deputy Corporation Counsel  
Real Estate And Land Use  
Division  
Fax: (312) 742-0277

To Grantee:

Commonwealth Edison Company  
Real Estate and Facilities  
Three Lincoln Center, 4<sup>th</sup> Floor  
Oakbrook Terrace, Illinois 60181  
Fax: (630) 437-2223

with a copy to:

Exelon Business Services Company LLC  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Assistant General Counsel  
Real Estate

Notice shall be deemed given on the date of receipt.

10. It is agreed that this Grant of Easement covers all the agreements between the parties regarding the subject matter hereof and no representatives or statements, verbal or written, have been made modifying, adding to or changing the terms of this Grant of Easement.



11. This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

12. Grantee, at its sole expense and risk, shall indemnify Grantor, its officers, agents and employees, against any and all actual or claimed claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including reasonable attorneys' fees) (a) for loss or damage to property of Grantee, its officers, agents, employees and invitees in the Easement Area pursuant to this Easement, or for injury to or death of any such employee, agent or licensee while in the Easement Area pursuant to this Easement, however, arising; or (b) arising directly or indirectly from any act or omission of Grantee, its officers, agents or employees, at, on or about the Easement Area. Notwithstanding the foregoing, in no event shall any liability extend to (i) matters to the extent caused by Grantor's negligent or willful misconduct, or (ii) damages for any failure to provide service, for interruption of one or more phases, or reversal of such service, or interruptions in electric service. Notwithstanding any contained herein, the parties acknowledge and agree that this Easement shall not alter or impact the rights and obligations of the parties as retail customer and as electric service provider under all applicable laws and tariffs.

In Witness Whereof, This Grant of Easement has been executed on behalf of each of the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Chicago

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Commonwealth Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



State of Illinois )  
 ) SS.  
County of Cook )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that \_\_\_\_\_ of said corporation, personally known to me to be the same persons whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they or their duly authorized designee signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth herein.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

[Seal]

State of Illinois )  
 ) SS.  
County of Cook )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that \_\_\_\_\_ of said corporation, personally known to me to be the same persons whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they or their duly authorized designee signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth herein.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

[Seal]



[(Sub)Exhibit "A-1" referred to in this Grant of Easement with Commonwealth Edison Company unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Grant of Easement with Commonwealth Edison Company reads as follows:

*(Sub)Exhibit "A".*

(To Grant Of Easement With Commonwealth Edison Company)

Easement Area Description:

That part of Lots 20, 17 and 16, in H.O. Stone's Subdivision (ante-fire) of the north 15 acres of the west half of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, being more particularly described as follows: commencing at the southeast corner of Lot 20 in said H.O. Stone's Subdivision; thence south 88 degrees, 47 minutes, 05 seconds, west 126.71 feet along the south line of said Lot 20 to the point of beginning; thence continuing south 88 degrees, 47 minutes, 05 seconds west, 44.00 feet along said line; thence north 01 degree, 12 minutes, 55 seconds west, 54.97 feet, perpendicular to last described course, to the southerly face of an existing building; thence north 88 degrees, 31 minutes, 36 seconds east, 44.00 feet, along said southerly face; thence south 01 degree, 12 minutes, 55 seconds east, 55.17 feet, to the point of beginning.

Property Address:

3540 South Michigan Avenue  
Chicago, Illinois 60653.

Property Index Numbers:

17-34-301-033;

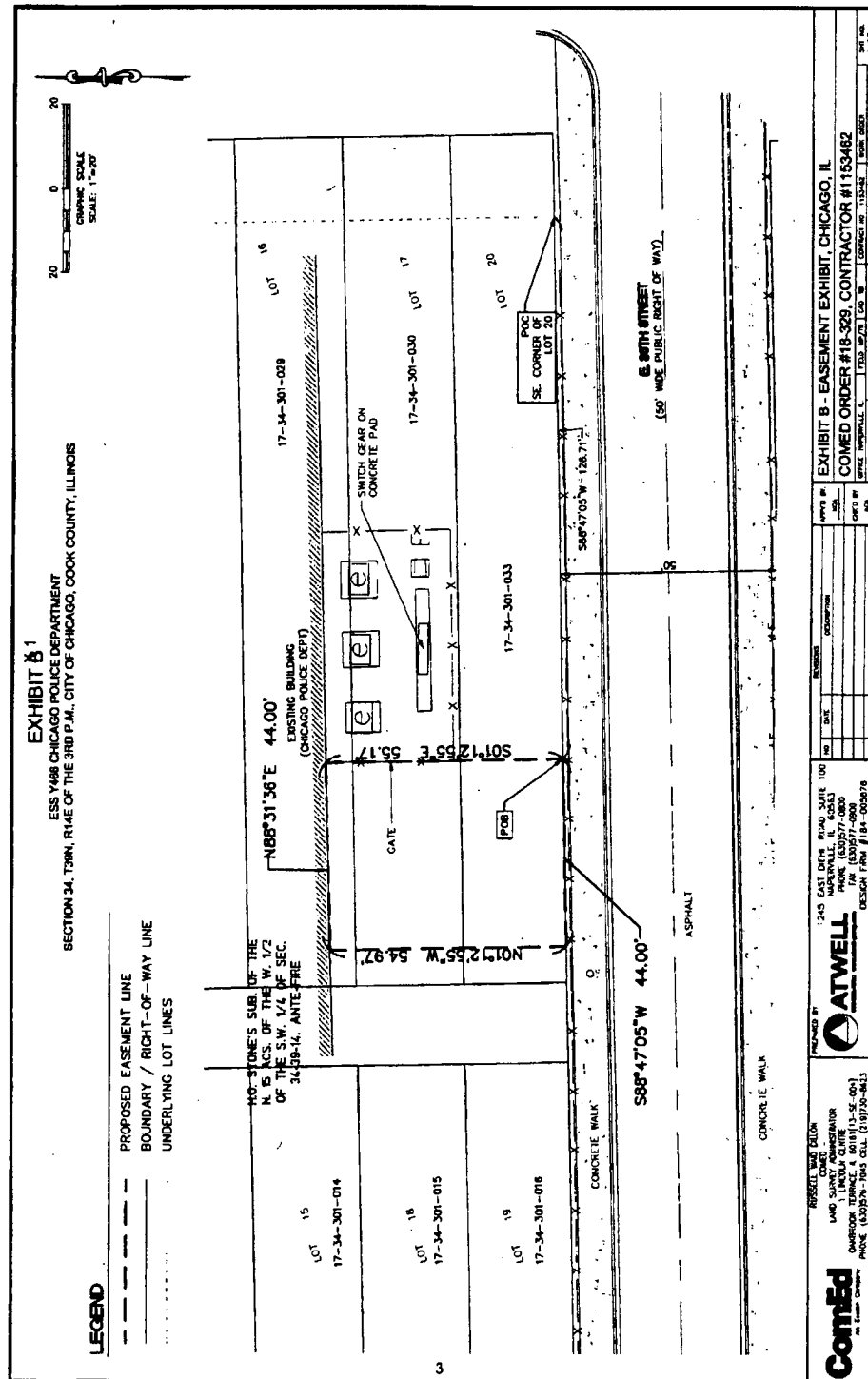
17-34-301-030; and

17-34-301-029.



Exhibit 1.  
(To Ordinance)

Depiction Of Grant Of Easement.





GRANT OF MULTI-FAMILY PROGRAM FUNDS TO HOPE MANOR VILLAGE HOUSING LIMITED PARTNERSHIP FOR ACQUISITION OF CITY-OWNED PARCELS OF LAND ON PORTIONS OF S. GREEN ST., S. PEORIA ST. AND S. SANGAMON ST. FOR CONSTRUCTION THEREON OF DWELLING UNITS FOR LOW-INCOME HOUSEHOLDS.

[O2019-7774]

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the conditional sale of City-owned property to VOA IL, and execution of multi-family program loans, grants and TIF assistance to Hope Manor Village Housing L.P., Hope Manor Village VOA Housing LLC for redevelopment of numerous parcels on South Green Street and South Sangamon Street in the Englewood Tax Increment Redevelopment Project area to construct affordable housing and appurtenant surface parking (16<sup>th</sup> Ward), purchase price: \$1.00 each for sixteen (16) parcels, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 Hope Manor Village Housing Limited Partnership, an Illinois limited partnership (the "Borrower"), of which the sole general partner is Hope Manor Village VOA Housing LLC, an Illinois limited liability company (the "General Partner"), of which Volunteers of America of Illinois ("VOA IL"), an Illinois not-for-profit corporation, and Volunteers of America National Services, a Minnesota nonprofit corporation, are the sole members, in an amount not to exceed \$3,150,000 (the "Loan"), to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on June 27, 2001, and published at pages 61850 through 62055 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date: (i) a certain redevelopment plan and project ("Redevelopment Plan") for the Englewood Neighborhood Tax Increment Redevelopment Project Area ("Redevelopment 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"); (ii) the Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and (iii) tax increment financing was adopted pursuant to the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City owns certain vacant parcels of real property totaling approximately 1.05 acres and located within the Redevelopment Area, that are commonly known as 5922, 5930, 5950, 5958, 6033, 6035; 6037 and 6050 South Green Street; 5930, 5932, 5944, 5947, 5956, 6100 and 6102 South Peoria Street; and 6101 South Sangamon Street, Chicago, Illinois (collectively, the "Property"), which is legally described on Exhibit B attached hereto (subject to final title commitment and survey); and



WHEREAS, The appraised fair market value ("Fair Market Value") of the Property is approximately Twenty-eight Thousand Five Hundred Dollars (\$28,500), which Fair Market Value is based on the assumption that there are no adverse environmental conditions affecting the Property; and

WHEREAS, The Borrower proposes to develop affordable housing on the Property and surface parking to serve such affordable housing (the "Project", as further described in Exhibit A attached hereto); and

WHEREAS, The Project is consistent with the Redevelopment Plan; and

WHEREAS, VOA IL has offered to purchase the Property from the City for One and no/100 Dollars (\$1.00) per City Parcel, totaling Sixteen and no/100 Dollars (\$16.00), which is a Twenty-eight Thousand Four Hundred Eighty-four Dollars (\$28,484) land write-down from the Fair Market Value; and

WHEREAS, DOH published notice on three (3) separate dates -- August 16, 2019, August 23, 2019 and August 30, 2019 -- each requesting alternative proposals for the redevelopment of the Property, and provided a reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, By resolution adopted on August 13, 2019 as Resolution Number 19-CDC-17, the Community Development Commission of the City of Chicago authorized DOH to advertise its intention to enter into a negotiated sale with the Borrower for the redevelopment of the Property, approved DOH's request to advertise for alternative proposals, approved the sale of the Property to the Borrower as no alternative proposals had been received, and authorized DOH to recommend that the City Council approve the sale of the Property to the Borrower; and

WHEREAS, The City is willing to sell the Property to VOA IL on the condition that VOA IL thereafter promptly convey title to the Property to the Borrower by either capital contribution or sale; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of DOH (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 such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection



with the implementation of the Loan. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. The sale of the Property to VOA IL for One and no/100 Dollars (\$1.00) per City Parcel, totaling Sixteen and no/100 Dollars (\$16.00), is hereby approved.

SECTION 4. The Mayor is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, one or more quitclaim deeds conveying the Property to VOA IL.

SECTION 5. The Mayor of the City, a designee of the Mayor and any Authorized Officer are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the sale of the Property to VOA IL.

SECTION 6. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Code"). Section 2-44-080 of the Code shall not apply to the Project or the Property.

SECTION 7. 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 of the other provisions of this ordinance. To the extent that the Borrower directly or indirectly receives any funding sources in connection with the Project which require the restriction of the rental of some or all of the Property's residential dwelling units to certain categories of veterans, the provisions of Chapter 5-8 of the Code which prohibit discrimination based on "military status" because of "the fact of discharge from any such branch of the armed forces of the United States and the reasons for such discharge" as provided in subsection 3 of the definition of "military status" in Section 2-160-020 of the Code, shall not apply to the Project or the Property.

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

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

*Exhibit "A".*

Borrower: Hope Manor Village Housing Limited Partnership, an Illinois limited partnership (the "Borrower"), of which the sole general partner is Hope Manor Village VOA Housing LLC, an Illinois limited liability company



(the "General Partner"), of which Volunteers of America of Illinois ("VOA IL"), an Illinois not-for-profit corporation, and Volunteers of America National Services ("VOANS"), a Minnesota nonprofit corporation, are the sole members, and others to be hereafter selected as limited partners.

Project: Acquisition of land at 5922, 5930, 5950, 5958, 6033, 6035, 6037 and 6050 South Green Street; 5930, 5932, 5944, 5947, 5956, 6100 and 6102 South Peoria Street; and 6101 South Sangamon Street, Chicago, and construction thereon of 12 two-flat buildings and 4 three-flat buildings containing approximately 36 two-bedroom dwelling units for low-income households with a preference for veterans and their families and approximately 28 spaces of on-site parking.

Loan: Source: Multi-Family Program Funds.

Amount: Not to exceed \$3,150,000.

Term: Not to exceed 32 years.

Interest: Three (3) percent, per annum.

Security: Non-recourse loan; mortgage on the Property (the "City Mortgage") junior to the lien of the Bridge Loan Mortgage.

Repayment: Balloon Payment upon maturity.

Additional  
Financing:

1. Amount: Not to exceed \$8,400,000 (the "Bridge Loan").
- Term: Not to exceed 42 months, or another term acceptable to the Authorized Officer.
- Source: BMO Harris Bank N.A., or another source acceptable to the Authorized Officer.
- Interest: A variable rate of interest not to exceed eight percent per annum, or another rate or rates acceptable to the Authorized Officer.
- Security: Recourse loan; first lien mortgage (the "Bridge Loan Mortgage") on the Property senior to the lien of the City Mortgage, and a pledge of capital contributions, tax credits,



general partner interests, rental subsidy agreements and rental subsidies with Chicago Low-Income Housing Trust Fund, and other security acceptable to the Authorized Officer.

2. Low-Income  
Housing Tax  
Credit ("LIHTC")

Proceeds: Approximately \$10,250,000, all or a portion of which may be paid in on a delayed basis, and used, among other purposes, to retire all or a portion of the Bridge Loan.

Source: To be derived from the syndication of \$1,083,000 LIHTC per annum allocation by Illinois Housing Development Authority ("IHDA").

3. Amount: Approximately \$250,000.

Term: Not to exceed 32 years.

Source: Capital Magnets Fund to be funded by VOANS, or another lender acceptable to the Authorized Officer.

Interest: A fixed rate of interest not to exceed eight percent per annum, or another rate or rates acceptable to the Authorized Officer.

Security: Recourse mortgage on the Property junior to the lien of the City Mortgage, or other security acceptable to the Authorized Officer.

Repayment: Available cash flow with Balloon Payment upon maturity.

4. Amount: Approximately \$540,000.

Term: Not to exceed 32 years.

Source: VOA IL, derived from the proceeds of an affordable housing grant ("AHP") from the Federal Home Loan Bank Chicago ("FHLBC"), or another source acceptable to the Authorized Officer; VOA IL shall lend the AHP proceeds to the Borrower.



- Interest: A fixed rate of interest not to exceed eight percent per annum, or another rate or rates acceptable to the Authorized Officer.
- Security: Recourse mortgage on the Property junior to the lien of the City Mortgage, Affordable Housing Program Recapture Agreement, or other security acceptable to the Authorized Officer. The note and mortgage evidencing this loan will be collaterally assigned to BMO Harris Bank N.A. as the participating FHLBC member bank during the AHP 15-year compliance period.
- Repayment: Balloon Note upon maturity.
5. Amount: Approximately \$400,000.
- Term: Not to exceed 32 years.
- Source: VOA IL, derived from the proceeds of a Home Depot grant, the proceeds of which shall be loaned to the Borrower by VOA IL, or another source acceptable to the Authorized Officer.
- Interest: A fixed rate of interest not to exceed eight percent per annum, or another rate or rates acceptable to the Authorized Officer.
- Security: Recourse mortgage on the Property junior to the lien of the City Mortgage, or other security acceptable to the Authorized Officer.
- Repayment: Available cash flow with Balloon Payment upon maturity.
6. Amount: Approximately \$83,500.
- Term: Not to exceed 32 years.
- Sources: (1) Seller Financing Loan provided by VOA IL in connection with its sale of the Property to the Borrower, plus (2) \$55,000 grant received by VOA IL for the Project, the proceeds of which shall be loaned to the Borrower by VOA IL, or another source acceptable to the Authorized Officer.



- Interest: A fixed rate of interest not to exceed eight percent per annum, or another rate or rates acceptable to the Authorized Officer.
- Security: Recourse mortgage on the Property junior to the lien of the City Mortgage, or other security acceptable to the Authorized Officer.
- Repayment: Available cash flow with Balloon Payment upon maturity.
7. Amount: \$100.
- Source: General Partner.

*Exhibit "B".*

*Legal Description Of Property.*

Parcel 1:

Lot 41 in Block 4 in Mifflin's Subdivision of Blocks 3 and 4 of Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 40 in Block 4 in Mifflin's Subdivision of Blocks 3 and 4 of Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 35 in Block 4 in Mifflin's Subdivision of Blocks 3 and 4 of Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.



Parcel 4:

Lot 30 in Dickey & Baker's Subdivision of Block 5 in Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lot 30 in Block 4 in Mifflin's Subdivision of Blocks 3 and 4 of Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Lot 10 in Dickey & Baker's Subdivision of Block 5 in Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

Lot 13 in Dickey & Baker's Subdivision of Block 5 in Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

Lot 21 in Dickey & Baker's Subdivision of Block 5 in Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lot 24 in Dickey & Baker's Subdivision of Block 5 in Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.



## Parcel 10:

Lot 9 in Block 2 in Minnick's Subdivision of the east 11¼ acres of the south half of the south half of the north half of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 11:

The north 5.75 feet of Lot 23 and all of Lot 24 (except that part thereof lying north of the south 100 rods of the south 100 acres of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian), in Block 1 in Minnick's Subdivision of the east 11¼ acres of the south half of the south half of the north half of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 12:

Lot 22 except the south 13 feet thereof and Lot 23 except the north 5.75 feet in Block 1 in Minnick's Subdivision of the east 11¼ acres of the south half of the south half of the north half of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 13:

The north 17 feet, 2 inches of Lot 21 and the south 13 feet of Lot 22 in Block 1 in Minnick's Subdivision of the east 11¼ acres of the south half of the south half of the north half of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 14:

The north half of a tract of land being that part of Lots 1 and 2 in Crocker's Subdivision of the west half of the southeast quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the southwest corner of 61<sup>st</sup> Street and Peoria Street; thence south 50 feet; thence west parallel to the south line of 61<sup>st</sup> Street, 125.53 feet to the east line of alley running north and south between Peoria Street and Sangamon Street; thence northerly along east line of said alley 50 feet to the south line of said 61<sup>st</sup> Street; thence east to the place of beginning, in Cook County, Illinois.



## Parcel 15:

The south half of a tract of land being that part of Lots 1 and 2 in Crocker's Subdivision of the west half of the southeast quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the southwest corner of 61<sup>st</sup> Street and Peoria Street; thence south 50 feet; thence west parallel to the south line of 61<sup>st</sup> Street, 125.53 feet to the east line of alley running north and south between Peoria Street and Sangamon Street; thence northerly along east line of said alley 50 feet to the south line of said 61<sup>st</sup> Street; thence east to the place of beginning, in Cook County, Illinois.

## Parcel 16:

The north 28½ feet of Lot 14 in Block 1 of Kirkpatrick's Subdivision of the north part of the west half of the southeast quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Common Addresses And Permanent Index Numbers:

5922 South Green Street	20-17-406-032;
5930 South Green Street	20-17-406-035;
5950 South Green Street	20-17-406-043;
5958 South Green Street	20-17-406-046;
6033 South Green Street	20-17-415-007;
6035 South Green Street	20-17-415-008;
6037 South Green Street	20-17-415-009 and 20-17-415-035;
6050 South Green Street	20-17-414-042;
5930 South Peoria Street	20-17-405-035;
5932 South Peoria Street	20-17-405-036;
5944 South Peoria Street	20-17-405-041;
5947 South Peoria Street	20-17-406-018;
5956 South Peoria Street	20-17-405-046;
6100 -- 6102 South Peoria Street	20-17-421-022; and
6101 South Sangamon Street	20-17-421-001.



ACQUISITION OF PROPERTY AT 4400 -- 4406 W. LAWRENCE AVE. FOR  
CHICAGO PUBLIC LIBRARY.

[O2019-7156]

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

CHICAGO, October 16, 2019.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Fleet and Facility Management for an acquisition of property at 4400 -- 4406 West Lawrence Avenue for continued use as a Chicago Public Library, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 affairs; and

WHEREAS, The City leases from John N. Rentas, an individual, the property located at 4400 -- 4406 West Lawrence Avenue, Chicago, Illinois ("Property"). The Chicago Public Library currently utilizes the Property for the Mayfair Branch of the Chicago Public Library. The Property is described on Exhibit A of the Purchase and Sale Agreement ("PSA") attached hereto; and

WHEREAS, The Property is owned by Albany Bank & Trust Company N.A., as trustee under trust agreement dated June 15, 2016 and known as Trust Number 11-6416; and

WHEREAS, The City requires continued use of the property and the sale of the Property to another party could require relocation of the library; and

WHEREAS, The City will recoup its investment after approximately seven years when considering the rent the City pays for the site; and

WHEREAS, The City, through the Department of Fleet and Facility Management, endeavors to acquire the Property for continued use by the Chicago Public Library; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as findings of the City Council.

SECTION 2. The Commissioner of the Department of Fleet and Facility Management ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver a purchase and sale agreement for the Property, in substantial conformance with the PSA attached hereto, and other such supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the PSA and this ordinance, to consummate the City's purchase of the Property and to accept a deed to the Property.

SECTION 3. If any provision of this ordinance shall be held 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.

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



*Exhibit "A".  
(To Ordinance)*

*Purchase And Sale Agreement.*

THIS REAL ESTATE SALE AGREEMENT ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), between Albany Bank & Trust Company N.A., as Trustee under Trust Agreement dated June 15, 2016 and known as Trust No. 11-6416 ("Seller"), and City of Chicago, an Illinois municipal corporation ("Purchaser").

**RECITALS**

- A. Seller owns the real property known as 4400-4406 West Lawrence Avenue, Chicago, Illinois legally described on **Exhibit A**, attached hereto and made a part hereof, together with all hereditaments, privileges, tenements and appurtenances belonging to such real property, all right, title and interest of Seller in and to all open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, on, across, in front of, contiguous to, abutting or adjoining the real property, and all mineral and water rights not previously reserved (hereinafter collectively referred to as the "Property").
- B. The City desires to acquire the Property for continuing use as a library and offices.
- C. The City Council of the City authorized the City's acquisition of the Property by an ordinance enacted [indicate ordinance][CONFIRM DATE].
- D. The City has agreed to purchase from the Seller, and the Seller has agreed to sell to the City, the Property, in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, for the mutual covenants and consideration set forth herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as hereinafter defined) and on terms and conditions set forth herein, the following:

**1. Purchase and Sale.**

That real property located at 4400-4406 West Lawrence Avenue, Chicago, Illinois legally described in **Exhibit A** attached hereto and made a part hereof, together with all hereditaments, privileges, tenements and appurtenances belonging to such real property, all right, title and interest of Seller in and to all open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, on, across, in front of, contiguous to, abutting or adjoining the real property, and all mineral and water rights not previously reserved (hereinafter collectively referred to as the "Property").

Seller agrees to sell and convey, and Purchaser agrees to purchase and accept, good, marketable and insurable title to the Property, which marketability and insurability will be determined as of the Closing Date :



A. fee title to the Real Property and any improvements by way of a Special Warranty Deed, to be executed and delivered by Seller in respect to the Property, and which shall be free of all encumbrances whatsoever, including, without limitation, liens, leases (except those being assigned to Purchaser), conditions, restrictions, easements which would interfere with Purchaser's intended use, and taxes and assessments (except general real estate taxes not yet due and payable).

B. Seller shall assign to Purchaser all of its right, title and interest in and to the Leases at the Property set forth on **Exhibit B** ("Leases").

C. Seller shall convey to Purchaser all of Seller's right, title and interest to structures, buildings, fixtures and appurtenances necessary to the operation of Purchaser's intended use of the Property and deliver all appropriate documentation to support such conveyance.

## 2. Purchase Price and Payment.

A. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is One Million One Hundred Seventy Thousand Dollars (\$1,170,000.00).

B. **Payment.** At the Closing, the Purchaser shall pay the Purchase Price, by causing the Title Company to wire the Purchase Price in immediately available funds to such bank account(s) as Seller may designate. The Purchase Price shall also be subject to further adjustments for prorations and credits required to be made in accordance with Section 6, below.

C. **Closing.** The purchase and sale of the Property shall be consummated at closing (the "Closing") in escrow through the Title Company within thirty (30) calendar days following the expiration of the Due Diligence Period (the "Closing Date") unless otherwise agreed in writing by Seller and Purchaser but in no event later than \_\_\_\_\_. Closing shall occur at 10:00 a.m., Illinois time, on the Closing Date at the offices of the Title Company, or at such other time and place as may be agreed to in writing by Seller and Purchaser.

## 3. Inspections and Approvals.

A. **Inspections.** Purchaser shall have a period of time, commencing upon the Effective Date, and expiring at 5:00 p.m., Illinois time, on that day which is the thirtieth (30th) calendar day following the Effective Date ("Due Diligence Period"), in which to conduct the inspections and studies described in this Section 3. The Purchaser shall have the right to terminate this Agreement if Purchaser delivers written notice ("Termination Notice") to Seller on or before the expiration of the Due Diligence Period stating that it has elected to terminate this Agreement. If Purchaser fails to deliver the Termination Notice on or before the expiration of the Due Diligence Period, Purchaser shall be deemed to have waived its right to terminate under this Section 3. Purchaser hereby disclaims any and all liability for any contamination existing, on, in, above or around the Property at the time Purchaser exercises its rights granted under this provision, and Purchaser is not liable to Seller for any costs associated with any condition discovered by Purchaser except to the extent such condition is wholly and directly caused by Purchaser.



B. Access to the Property by Purchaser. During the Due Diligence Period, Seller shall permit Purchaser and Purchaser's agents and representatives access to the Property for the purpose of conducting such physical and environmental inspections of the Property (collectively, the "Inspections") as Purchaser shall deem necessary to determine the feasibility of the Land for Purchaser's intended use. Such access shall be subject to the terms of a Right of Entry Agreement between the parties. Purchaser agrees to return the Property to substantially the same condition and cleanliness existing before entry and/or occupation by Purchaser's representatives, including, but not limited to, sealing subsurface investigations, if allowed. Purchaser shall keep confidential the information resulting from the Inspections. Purchaser may disclose confidential information to Purchaser's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Property, provided Purchaser takes all reasonable measures to assure that Purchaser's representatives keep such information confidential.

C. Survey. Seller shall obtain an ALTA survey by a licensed surveyor, with the cost of such survey to be reimbursed by Purchaser to Seller at the time of Closing, showing the legal description, locations, dimensions and area of the Property to the nearest monument, streets, easements and private drives on all sides of the Property, the topography, the location of available utilities, the location of all recorded easements against or appurtenant to the Property, the location of all improvements or encroachments, and disclosing any condition which may render the Property unusable for the Purchaser's purposes (the "Survey"). If a survey ordered by Purchaser discloses any encroachment(s), violation(s), exceptions to title or matters indicating possible rights of third Parties, or any other state of facts which would in Purchaser's sole and absolute judgment impair Purchaser's title or render the Property unfit for Purchaser's intended use and contemplated improvements, this shall be deemed a defect in title.

D. Title.

i. Title Commitment. Seller shall, at Seller's expense, order a commitment for title insurance from the Title Company. It is a condition to Purchaser's obligation to close hereunder that said commitment contains an agreement to furnish an owner's ALTA title insurance policy in the amount of the purchase price hereunder at the Closing (the "Policy"), and Purchaser shall, within a reasonable time after receiving said title commitment or any amendment thereto (and after Purchaser receives the Survey as contemplated hereunder), deliver to Seller a written statement of objections to title, if any. In the event Purchaser has objections to title, Seller will have thirty (30) days after receipt of Purchaser's written statement of title objections to cure or satisfy such objections. The Title Company shall deliver to Purchaser at the Closing the Policy (with any such defects corrected or waived and showing no new exceptions) in extended coverage form with standard exceptions deleted in the full amount of the purchase price, and Purchaser shall pay the premium thereon. Purchaser's obligation to close is contingent upon Purchaser's receipt of the Policy, dated down to the Closing Date.

ii. Cure. In the event Seller cannot or does not cure the defects in title within the time period stated in this Section 3(d), Purchaser may: (i) waive the defects and accept title as is, or (ii) cure any defects which can be cured by the payment of an ascertainable amount of money by paying same either at Closing or before and deducting that same amount from the Purchase Price, or (iii) terminate this Agreement by written notice to Seller and Purchaser shall be relieved



of all further liability hereunder (option (iii), when used in this Section 3(d) or elsewhere in this Agreement, is referred to as Purchaser's "Right of Termination"). Seller shall pay any and all expenses of curing defects in title to Purchaser's satisfaction.

iii. Permitted Exceptions. Purchaser shall accept title to the Property, subject to the following exceptions (the "Permitted Exceptions"), as listed in Exhibit D:

- (a) those matters affecting or relating to, the survey of, the Property;
- (b) real property taxes and assessments;
- (c) all easements, covenants, conditions, restrictions and other agreements of record;
- (d) all matters which would be disclosed by a recent and accurate survey of the property including encroachments;
- (e) public streets and legal highways;
- (f) municipal, zoning and subdivision laws and ordinances;
- (g) the terms of any leases for the Property;
- (h) those which were included in an Objection Letter timely delivered by Purchaser but for which:
  - (i) Seller has completed the cure thereof, or
  - (ii) Purchaser has waived or been deemed to have waived the cure thereof, or
  - (iii) Seller has elected to cure and will be cured by the payment of money at Closing; or
  - (iv) which Purchaser has otherwise approved in writing.

#### 4. Representations and Warranties.

A. By Seller. Seller represents and warrants to Purchaser, as of the Effective Date, that:

- i. Seller has the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced in this Agreement, and to consummate the transaction contemplated hereby.
- ii. Seller has taken all requisite action and obtained, or will obtain all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by Seller of its obligations under this Agreement.
- iii. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be valid and legally binding upon Seller and enforceable in accordance with their respective terms.
- iv. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a



default under, any agreement, document, instrument or other obligation to which Seller is a party or by which Seller may be bound.

- v. Except as disclosed to Purchaser, to the best of Seller's knowledge, Seller has not received any written notice of any pending or threatened claim or litigation against the Property and to the best of Seller's knowledge, Seller has not received any written notice from any governmental authority of defects in the Property or noncompliance with any applicable law, code or regulation.
- vi. Limitation on Remedies. Notwithstanding anything in this Agreement to the contrary, if Purchaser discovers before Closing that one or more of the representations and warranties under the provisions of this Section 4 are false or untrue as of the date of closing, Purchaser's sole remedy will be to exercise its rights under the provisions of Section 9(d) of this Agreement.

**B. By Purchaser.** Purchaser represents and warrants to Seller as of the Effective Date that except as disclosed to Purchaser:

- i. Purchaser is a municipal corporation and in good standing under the laws of the State of Illinois.
- ii. Purchaser has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by Purchaser of its obligations under this Agreement.
- iii. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

**C. Broker.** Seller and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with this sale of the Property. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the Claims arising out of any broker(s), representative(s), employee(s), agent(s) or other intermediaries claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity shall survive Closing and any termination of this Agreement.

**D. Property Condition.**

- i. Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR



IMPLIED, AS TO THE PROPERTY. DURING THE DUE DILIGENCE PERIOD, PURCHASER WILL CONDUCT ANY AND ALL INSPECTIONS OF THE PROPERTY TO ITS FULL AND COMPLETE SATISFACTION, AND IF PURCHASER ACQUIRES THE PROPERTY FROM SELLER, PURCHASER ACKNOWLEDGES THAT IT IS FULLY CAPABLE OF EVALUATING THE PROPERTY'S SUITABILITY FOR PURCHASER'S INTENDED USE. PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT ABOVE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, OR FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY



COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

- ii. Terms such as “to Seller’s Knowledge,” “to the best of Seller’s knowledge” or like phrases mean the current actual knowledge, without any duty of inquiry, of John N. Rentas (“Seller’s Representative”); provided that so qualifying Seller’s knowledge shall in no event give rise to any personal liability on the part of Seller’s Representative or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein.

5. Conditions Precedent to Closing.

- A. Conditions for the Benefit of Purchaser. The obligation of Purchaser to consummate the conveyance of the Property under this Agreement is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:
  - i. The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date of this Agreement and the Date of Closing as if the same were made on and as of such date.
  - ii. Seller shall have performed each and every obligation and covenant of Seller to be performed under this Agreement unless performance thereof is waived by Purchaser.
  - iii. Purchaser shall have received all necessary internal approvals and financing.
- B. Purchaser Waiver of Conditions. Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by an authorized officer of Purchaser.
- C. Conditions for the Benefit of Seller. The obligation of Seller to consummate the conveyance of the Property under this Agreement is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:
  - i. The representations and warranties of Purchaser contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date of this Agreement and the Date of Closing as if the same were made on and as of such date.
  - ii. Purchaser shall have performed each and every obligation and covenant of Purchaser to be performed under this Agreement unless performance thereof is waived by Purchaser.
- D. Seller Waiver of Conditions. Seller shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Seller unless it is in writing and executed by Seller.
- E. Failure of a Condition. In the event any of the conditions set forth in this Section are not fulfilled or waived, this Agreement shall terminate and all rights and obligations under



this Agreement of each party shall be at an end, and neither party shall have any obligations to the other.

6. Closing Costs and Prorations.

A. Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

- i. All premiums, fees and costs associated with the issuance of a title insurance policy, if any;
- ii. All State of Illinois, Cook County and City of Chicago transfer taxes;
- iii. All recording fees;
- iv. One-half (1/2) of the settlement fees and charges of the Title Company due in connection with the closing of this transaction;
- v. The fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction; and
- vi. The cost of any survey ordered by Purchaser or Seller.

B. Seller's Costs. Seller will pay the following costs of closing this transaction:

- i. One-half (1/2) of the settlement fees and charges of the Title Company due in connection with the closing of this transaction;
- ii. The fees and disbursements of Seller's counsel;
- iii. All release fees and other charges required to be paid in order to release from the Property the lien of any mortgage or other security interest which Seller is obligated to remove pursuant to the terms of this Agreement.
- iv. The cost of any title commitment ordered by Purchaser or Seller;

C. Prorations. Any and all expenses including, but not limited to installment payments of special assessment liens, sewer charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses billed or paid as of the Closing Date shall be prorated as of 11:59 p.m., Illinois time, on the day before the Closing Date and shall be adjusted against the Purchase Price due at Closing. No Rent Credits shall be given.

D. Taxes. General real estate taxes and special assessments relating to the Property payable during the year in which Closing occurs shall be prorated with respect to the Property as of the Closing Date with a deduction for taxes payable under the Lease. If Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be adjusted based on 100% of the most recent ascertainable taxes. If, as the result of an appeal of the assessed valuation of the Property for any real estate tax year before (or including) the Closing, there is issued after Closing an administrative ruling, judicial decision or settlement by which the assessed value of the Property for such tax year is reduced, and a real estate tax refund issued, Seller shall be entitled to all such refunds relating to the period before Closing.

E. In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Property is located.



7. Closing and Escrow.

- A. Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the following original documents, each executed and, if required, acknowledged:
- a. Appropriate evidence of authority, capacity and status of Seller as reasonably required by Title Company. If Seller is a limited partnership, limited liability company, trust, corporation or other entity, a copy of Seller's Authorizing Documents. "Seller's Authorizing Documents" means Seller's governing documents (for example, Articles of Incorporation, Bylaws, Agreement of Partnership, Limited Liability Company Operating Agreement, or Declaration of Trust), authorizing action (for example, corporate resolutions, consent of partners, or consent of members), and any other document necessary to enable Escrow Agent and Purchaser to confirm that the individual signing this Agreement for Seller is authorized to bind Seller and that Seller has authorized the transaction;
  - b. A special warranty deed, (the "Deed"), in the form of **Exhibit C** conveying title to Purchaser of the Property, subject only to the Permitted Exceptions.
  - c. An assignment of lease to convey to Purchaser all of Seller's interest in and all leases that encumber the Property.
  - d. A bill of sale that conveys all of Seller's right title and interest to the personal property of Seller located on the Property, and any UCC applicable documents. State, County, and local transfer tax returns, if applicable, duly completed, signed and sworn by Seller;
  - e. An affidavit pursuant to the Foreign Investment and Real Property Tax Act.
  - f. An economic disclosure statement ("EDS"), in the then current form of document as provided by the City, certified by Seller at the time of Closing.
  - g. A customary ALTA Statement and GAP Undertaking, in form reasonably acceptable to the Title Company.
  - h. A closing statement (the "Closing Statement").
  - i. Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby or as required by the Title Company in order to furnish the title insurance contemplated herein.
- B. Purchaser's Deliveries. At the Closing, Purchaser shall (a) pay Seller the Purchase Price as required by, and in the manner described in, Section 2 of this Agreement, and (b) execute and deliver the following documents:
- i. Evidence of Purchaser's authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, acceptable to Seller and the Title Company, to enter into the transactions contemplated by this Agreement.
  - ii. The Closing Statement.
  - iii. Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.
- C. Possession. Purchaser shall be entitled to possession of the Property at the conclusion of the Closing subject to the Leases.



D. Escrow Closing. Purchaser and Seller (or their respective counsel on behalf of Purchaser and Seller) shall execute letters of escrow closing instructions (the "Closing Instructions") which will provide that, on the Closing Date: (a) Seller and Purchaser shall each deposit with the Title Company all of the documents and instruments described above (the "Closing Documents"); and (b) Purchaser shall deposit with the Title Company the Purchase Price required to be paid and all prorations, adjustments and credits required to be made under this Agreement, (the "Adjusted Purchase Price"), all of which shall be set forth on, and mutually agreeable pursuant to, a settlement statement executed by both Purchaser and Seller at Closing. Upon receipt of the Adjusted Purchase Price, and the satisfaction of all other conditions set forth in the Closing Instructions, the Title Company shall be authorized and directed to disburse the Adjusted Purchase Price to Seller or its designee(s), record the Deed among the land records of the county in which the Real Property is located, and release the remaining Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

E. Closing Conditions. It is understood and agreed that each of the conditions, covenants, representations and warranties of Seller in this Agreement and as detailed herein are conditions precedent to the Purchaser's obligation to close the transaction, and Purchaser is not obligated to close unless and until each such condition is complied with in full. In the event the transaction is not closed because of the failure of any such covenant, condition, representation or warranty, Purchaser may, at its option, exercise its Right of Termination.

8. Condemnation.

In the event, at any time on or before the Closing Date, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby) to Purchaser. If the taking would substantially prevent the Purchaser from its intended use of the Property, then the Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Purchaser receives Seller's written notice of such action or proceeding. If Purchaser does not elect to so terminate this Agreement within said ten (10) day period, this Agreement shall remain in full force and effect and the parties shall proceed to closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to Purchaser.

9. Failure of Conditions Precedent; Default and Remedies.

A. Failure of Conditions Precedent. If any of the conditions precedent stated in Section 5 have not occurred or been satisfied on or before the Closing Date, Purchaser or Seller may: (a) terminate this Agreement by written notice to the appropriate party on or before the Closing Date, in which event the appropriate party shall be entitled to a full refund of the Deposit or (b) to waive such conditions precedent and proceed to Closing.



- B. Purchaser Default. If Purchaser is in default of one or more of Purchaser's obligations under this Agreement other than a failure to timely close, then Seller may give notice to Purchaser (with a copy to Title Company) specifying the nature of the default. Purchaser shall have five (5) Business Days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Purchaser fails to cure that default within that period, then Seller's sole remedy for such default shall be to terminate this Agreement by giving notice of such termination to Purchaser (with a copy to Title Company).
- C. Seller Default. In the event Seller shall: (a) fail to sell, transfer and assign the Property to Purchaser in violation of the terms of this Agreement, and/or (b) fail to perform any other material obligation of Seller under this Agreement, and/or (c) intentionally breach any warranty made or granted by Seller under this Agreement, which breach is not cured by the Closing Date, and/or (d) have intentionally misrepresented any fact, or any of the representations of Seller contained in this Agreement are not true, accurate or complete in any material respect, Purchaser shall as its sole and exclusive remedy, be entitled to either: 1) declare this Agreement to be null and void whereupon, neither party shall have any further rights, duties or obligations under this Agreement except as otherwise provided in this Agreement, or 2) proceed to seek specific performance of this Agreement, provided such action must be filed within thirty (30) days of Seller's default. Purchaser specifically waives any and all right to consequential or punitive damages.
- i. Waiver of Default. If the Purchaser does not duly notify Seller of the default or does not give Seller a notice of termination under this Agreement, then (i) the default shall be treated as waived by the Purchaser, and (ii) at Closing, Purchaser shall accept the Property subject to the default without any reduction in the Purchase Price and without any Claims against Seller on account of the default.
- D. Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this Agreement: (a) (b) all documents deposited by Purchaser and Seller into escrow shall be returned by the escrow agent to the party depositing the same, and (c) all copies of all documents provided to Purchaser by Seller shall be returned to Seller, whereupon the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.
- E. Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or Purchaser, as the case may be, shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the non-prevailing party shall pay the costs and expenses incurred by the prevailing party.



10. Notices.

Any notice required or permitted to be given under this Agreement may be served by a party or its attorney and must be in writing and shall be deemed to be given when (a) hand delivered, or (b) one (1) business day after pickup by Emery Air Freight, United Parcel Service (Overnight) or Federal Express, or another similar overnight express service, or (c) transmitted by telecopy or facsimile, provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy machine, or (d) by email delivery in any case addressed to the parties as set forth below:

If to Seller:

With a copy to:

If to Purchaser:

CITY OF CHICAGO  
Dept. of Fleet & Facility Mgmt. (2FM)  
Bureau of Asset Mgmt., Office of Real Estate Mgmt.  
30 N. LaSalle Street, Suite 300  
Chicago, Illinois 60602  
Attn: Stephen Stults  
Assistant Commissioner  
Facsimile: (312) 742-3861  
Email: [Stephen.stults@cityofchicago.org](mailto:Stephen.stults@cityofchicago.org)

With a copy to:

CITY OF CHICAGO  
Department of Law, Real Estate Division  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn Joseph Cashman  
Assistant Corporation Counsel  
Facsimile: (312) 742-0277  
Email: [joseph.cashman@cityofchicago.org](mailto:joseph.cashman@cityofchicago.org)

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 10 to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

11. Required City Provisions. Seller covenants to comply with the required City provisions attached hereto as **Exhibit E** and incorporated herein by reference.



12. Miscellaneous.

- A. Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter of this Agreement, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and signed by both parties.
- B. Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- C. Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Illinois.
- D. Assignability. Purchaser may not directly or indirectly assign or transfer any of Purchaser's rights, obligations and interests under this Agreement, to any person or entity without the prior written consent or approval of Seller, which consent or approval must be requested in writing and received by the Seller within twenty (20) business days before the Closing Date and which consent may be given in Seller's sole and absolute discretion.
- E. Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.
- F. No Public Disclosure. Before Closing, all press releases or other dissemination of information to the media or responses to requests from the media for information relating to the transaction contemplated in this Agreement shall be subject to the prior written consent of Purchaser and Seller.
- G. Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.



- H. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.
- I. Time of Essence. Time is of the essence with respect to the performance of the obligations of Seller and Purchaser under this Agreement.
- J. Counterparts, PDF. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Signatures to this Agreement, any amendment hereof and any notice given hereunder, executed and transmitted electronically in PDF format shall be valid and effective to bind the party so signing.
- K. Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum of this Agreement.
- L. Waiver. No waiver of any breach of any agreement or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision in this Agreement contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.
- M. Business Days. If any date in this Agreement set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as in this Agreement provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used in this Agreement, the term "Legal Holiday" means any local or federal holiday on which post offices are closed in the State of Illinois, and a "business day" means any day except a Saturday, Sunday or Legal Holiday.
- N. Limitation of Liability. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate, servicer or agent of or in Seller or any affiliate of any of the foregoing will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations



of liability contained in this paragraph will survive the termination of this Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. In no event will Seller or Purchaser be liable for any consequential, exemplary or punitive damages under any circumstances in connection with this Agreement or the transaction contemplated hereby.

- O. Confidentiality. Purchaser will keep confidential this Agreement and all information and materials resulting from Purchaser's due diligence (the "Information"), except for disclosure to Purchaser's directors, employees, auditors, counsel, advisors or representatives (collectively, the "Representatives") who need to know the Information in order to evaluate the possible acquisition, provided such Representatives agree to keep the Information confidential and disclosure made in connection with obtaining governmental approvals or entitlements. The confidentiality provisions of this Paragraph shall survive termination of this Agreement or shall end at Closing, as the case may be.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the dates set forth below.

**PURCHASER:**

City of Chicago, an Illinois municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SELLER:**

Albany Bank & Trust Company N.A., as  
Trustee under Trust Agreement dated June  
15, 2016 and known as Trust No. 11-6416

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[(Sub)Exhibits "B" and "D" referred to in this Purchase and  
Sale Agreement unavailable at time of printing.]

(Sub)Exhibits "A", "C" and "E" referred to in this Purchase and Sale Agreement read as follows:



*(Sub)Exhibit "A".*  
(To Purchase And Sale Agreement)

Legal Description:

The east 90 feet of the south 125 feet of Lot 4 in the Circuit Court Partition of parts of Lots 2 and 3 in J.H. Rees' Subdivision of the southwest quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address Of Property:

4400 -- 4406 West Lawrence Avenue  
Chicago, Illinois.

Property Index Number:

13-10-323-034-0000.

*(Sub)Exhibit "C".*  
(To Purchase And Sale Agreement)

*Special Warranty Deed.*

\_\_\_\_\_, a \_\_\_\_\_ ("Grantor"), whose mailing address is \_\_\_\_\_, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid to the Grantor by \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), whose mailing address is \_\_\_\_\_, the receipt and sufficiency of such consideration being hereby acknowledged, does hereby Grant, Bargain, Sell, Remise, Release and Convey to Grantee, its successors and assigns, in fee simple, that certain real property being more particularly described in (Sub)Exhibit A attached hereto and made a part hereof together with all appurtenances thereto and all improvements situated thereon (collectively, the "Property"); subject, however, to those matters described in (Sub)Exhibit B attached hereto and made a part hereof.

To Have And To Hold the Property to Grantee, its successors and assigns, forever. Grantor hereby agrees to warrant and defend the Property, the whole or any part thereof, to Grantee, its successors and assigns, against all claims and demands whatsoever, brought by any person or persons lawfully claiming, by, through or under Grantor but not otherwise.



Permanent Index Number(s): \_\_\_\_\_

Address of Property: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and effective upon delivery to Grantee.

Grantor:

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mail tax bills to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Illinois   )  
  ) SS.  
County of \_\_\_\_\_)

I, the undersigned, a Notary Public in and for the County of \_\_\_\_\_, in the State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_.

[(Sub)Exhibits "A" and "B" referred to in this Special  
Warranty Deed unavailable at time of printing.]

*(Sub)Exhibit "E".*  
(To Purchase And Sale Agreement)

*Required City Provisions.*

As used below, "Seller" shall mean Albany Bank & Trust Company N.A., as trustee under trust agreement dated June 15, 2016 and known as Trust Number 11-6416.

I.

Business Relationships.

The Seller acknowledges (1) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (2) 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 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 (3) 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 Seller hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

## II.

### Patriot Act Certification.

The Seller represents and warrants that neither Seller nor any Affiliate (as defined in the next paragraph) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Seller that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Seller, as applicable, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

## III.

### Prohibition On Certain Contributions Pursuant To Mayoral Executive Order No. 2011-4.

The Seller agrees that the Seller, any person or entity who directly or indirectly has an ownership or beneficial interest in the Seller of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Seller's contractors (i.e., any person or entity in direct contractual privity with the Seller 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 ("Subowners") and spouses and domestic partners of such Subowners (the Seller and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising



committee (a) after execution of this Agreement by the Seller, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the Use Period 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 February 10, 2005, the effective date of Executive Order 2011-4.

The Seller represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached the Seller, or the date the Seller approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Seller 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.

The Seller agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

Seller agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this section or violation of Mayoral Executive Order Number 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.

If the Seller intentionally violates this provision or Mayoral Executive Order Number 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

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 Seller 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.



## IV.

## Cooperation With Office Of Compliance.

In accordance with Section 2-26-010, et seq., of the Municipal Code, the Seller acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Seller agrees to abide by the provisions of Section 2-26-010, et seq.

## V.

## Failure To Maintain Eligibility To Do Business With The City.

Failure by Seller or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Seller shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

## VI.

## Inspector General And Legislative Inspector General.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, Seller and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Seller understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.



**COMMITTEE ON LICENSE AND CONSUMER PROTECTION.**

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AMENDMENT OF CHAPTER 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 48.11 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. SHERIDAN ROAD.

[O2019-6902]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Harry Osterman (which was referred on September 18, 2019) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (48.11) to allow the issuance of additional alcoholic liquor licenses on portion of North Sheridan Road, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 8, 2019.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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. Sections 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(48.11) On Sheridan Road, from Hollywood Avenue to Catalpa Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING  
SUBSECTION 36.32 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS  
LICENSES ON PORTION OF W. ADDISON ST.

[O2019-6933]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Gilbert Villegas (which was referred on September 18, 2019) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (36.32) to allow the issuance of additional package goods licenses on portion of West Addison Street, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.



This recommendation was concurred in by a viva voce vote of the members of the committee on October 8, 2019.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(36.32) On Addison Street, from Menard Avenue to Austin Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.



AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING  
SUBSECTION 47.70 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS  
LICENSES ON PORTION OF W. WILSON AVE.

[O2019-6948]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Matthew J. Martin (which was referred on September 18, 2019) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (47.70) to allow the issuance of additional package goods licenses on portion of West Wilson Avenue, begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 8, 2019.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:



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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(47.70) On Wilson Avenue, from Ravenswood Avenue to Damen Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING  
SUBSECTION 49.30 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS  
LICENSES ON PORTION OF N. CLARK ST.

[O2019-6834]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Maria Hadden (which was referred on September 18, 2019) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (49.30) to allow the issuance of additional package goods licenses on portion of North Clark Street, begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.



This recommendation was concurred in by a viva voce vote of the members of the committee on October 8, 2019.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(49.30) On Clark Street, from Pratt Boulevard to Wallen Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.



AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING  
SUBSECTION 50.20 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS  
LICENSES ON PORTION OF N. WESTERN AVE.

[SO2019-6903]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderman Debra Silverstein (which was referred on September 18, 2019) to amend Municipal Code of Chicago lifting subsection 4-60-023 (50.20) to allow the issuance of additional package goods licenses on portion of North Western Avenue, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 8, 2019.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:



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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(50.20) On the west side of Western Avenue, from Jarvis Avenue to Touhy Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

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AMENDMENT OF SECTION 4-60-130 OF MUNICIPAL CODE CONCERNING  
EARLY SUNDAY PACKAGE GOODS LIQUOR SALES IN SUPERMARKETS.

[O2019-6951]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Matthew J. Martin (which was referred on September 18, 2019), to amend Section 4-60-130 of the Municipal Code of Chicago regarding Sunday hours of operation for alcoholic liquor package goods in supermarkets, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.



This recommendation was concurred in by a viva voce vote of the members of the committee on October 8, 2019.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 4-60-130 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-60-130 Hours Of Operation.

(a)(1) Except as provided in paragraph (a)(2) of this subsection, no person licensed hereunder as a retailer of alcoholic liquor shall sell, permit to be sold, or give away any alcoholic liquor between the hours of 2:00 A.M. and 7:00 A.M. on Mondays through Saturdays and between the hours of 3:00 A.M. and 11:00 A.M. on Sundays, except that a supermarket may commence the sale of package goods at 8:00 A.M. on Sundays.

(Omitted text is unaffected by this ordinance.)



(4) For purposes of this subsection (a), the following definitions apply:

(A) "Early Sunday liquor sales" means the sale of package goods between the hours of 8:00 A.M. and 11:00 A.M. on Sundays pursuant to subparagraph (a)(1) or (a)(2) of this section.

(B) "Supermarket" means a store:

- (i) with an interior floor area of the licensed premises of not less than 40,000 5,000 square feet devoted to retail sales;
- (ii) that holds a valid package goods license;

(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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DESIGNATION OF 35<sup>TH</sup> PRECINCT OF 13<sup>TH</sup> WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2019-6931]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Marty Quinn (which was referred on September 18, 2019), designating the 35<sup>th</sup> Precinct of 13<sup>th</sup> Ward as a Restricted Residential Zone prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.



This recommendation was concurred in by a viva voce vote of the members of the committee on October 8, 2019.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of Restricted Residential Zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago ("Code"), the 35<sup>th</sup> Precinct of the 13<sup>th</sup> Ward, as described herein, is hereby designated as a Restricted Residential Zone within the meaning of Chapter 4-17 of the Code. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 35<sup>th</sup> Precinct, with such boundaries beginning at the intersection of South Kilbourn Avenue and West 63<sup>rd</sup> Street; thence east on West 63<sup>rd</sup> Street to South Kenneth Avenue; thence south on South Kenneth Avenue to the alley north of West 64<sup>th</sup> Street; thence east on the alley north of West 64<sup>th</sup> Street to South Kedvale Avenue; thence south on South Kedvale Avenue to West 65<sup>th</sup> Street; thence west on West 65<sup>th</sup> Street to South Tripp Avenue; thence north on South Tripp Avenue to West 64<sup>th</sup> Street; thence west of West 64<sup>th</sup> Street to South Kilbourn Avenue; and thence north on South Kilbourn Avenue to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication and shall remain in effect for four years following its effective date.



**COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.**

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**AMENDMENT OF SECTION 3-56-050 OF MUNICIPAL CODE TO EXTEND  
STANDARD VETERAN LICENSE PILOT PROGRAM TO JANUARY 31, 2021.**

[O2019-7794]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred an ordinance which is an amendment of Municipal Code Section 3-56-050 extending the Standard Municipal Veteran License Pilot Program until January 31, 2021, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The following is said ordinance as passed:

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

SECTION 1. Section 3-56-050 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and deleting the language struck-through, as follows:

3-56-050 Fees -- Late Fees.

(a)

(Omitted text is unaffected by this ordinance.)

(3) Standard Veteran License Pilot Program. This pilot program will sunset on January 31, 2020 2021.

Vehicle	Fee
Non-commercial smaller passenger automobiles, larger passenger automobiles, or motorcycles, not more than one motor vehicle, registered to a veteran with an Illinois Driver's License or Illinois State Identification Card with "VETERAN" designation <del>issued prior to December 31, 2018</del> , upon satisfactory proof of such veteran status and vehicle ownership as set forth in rules promulgated by the City Clerk	no fee
Replacement passenger wheel tax license emblem registered to a veteran with an Illinois Driver's License or Illinois State Identification Card with "VETERAN" Designation <del>issued prior to December 31, 2018</del> , upon satisfactory proof of such veteran status and vehicle ownership as set forth in rules promulgated by the City Clerk, proof of purchase, and original damaged wheel tax license emblem or police report of theft	no fee

(Omitted text unaffected by this ordinance.)



SECTION 2. This ordinance shall take effect upon passage and publication.

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AMENDMENT OF SECTION 9-12-045 OF MUNICIPAL CODE TO MODIFY  
SHARED STREET PILOT PROGRAM ON PORTION OF W. ARGYLE ST.

[O2019-6973]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance which is an amendment of Municipal Code Section 9-12-045 by modifying shared street program on portion of West Argyle Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The following is said ordinance as passed:

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

SECTION 1. Section 9-12-045 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-12-045 Shared Street ~~Pilot~~ Program.

(a) Definitions. For purposes of this section, the following definitions shall apply:

“Shared street ~~pilot~~ program” means the shared street ~~pilot~~ program established pursuant to this section.

“Shared street” means a public right-of-way which can be shared at the same time by pedestrians, bicyclists, motor vehicles and other legal conveyances, and where pedestrians have the right-of-way over all other traffic.

(b) Authorization. The commissioner is authorized to establish a shared street ~~pilot~~ program on the following roadway:

<u>Street Roadway</u>	Segment		Coordinates	
	From	To	From	To
Argyle <u>Street</u>	Broadway	Sheridan <u>Road</u>	1200W	1000W

(c) Rules. Notwithstanding any other provision of law to the contrary, the following rules shall apply in a shared street:

(1) Pedestrians may enter, walk along or cross a shared street at any time or point. Nothing provided in this subsection shall relieve a pedestrian from the duty of exercising due care.

(2) Pedestrians entering or within a shared street shall have the right-of-way over vehicles, bicycles or other traffic. The operator of a vehicle shall stop and yield the right-of-way to a pedestrian within a shared street when the pedestrian is upon the half



of the roadway upon which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

(3) The operator of a vehicle or bicyclist approaching an intersection within a shared street shall yield the right-of-way to a vehicle or bicycle which has entered the intersection from a different roadway.

(4) Subject to Section 9-24-020, when two vehicles or bicycles enter an intersection from different streets at approximately the same time, the operator of the vehicle or bicyclist on the left shall yield the right-of-way to the vehicle or bicyclist on the right.

(d) Signs And Markings. The commissioner is authorized to add or remove signs and markings, as needed, within or near a shared street in order to implement the shared street pilot program. All traffic-control signs and markings shall conform to the Manual on Uniform Traffic Control Devices.

~~(e) Expiration. This section shall expire and be repealed of its own accord, without further action by the City Council, on December 31, 2018. Upon such repeal, the commissioner shall remove and replace signs and markings as appropriate, and take such other action as needed, to return the affected area to its former status as a standard public right-of-way.~~

SECTION 2. This ordinance shall have a retroactive effect from December 31, 2018.

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## ESTABLISHMENT AND AMENDMENT OF LOADING/STANDING ZONES.

[SO2019-7927]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

*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 loading zones/standing 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) WALTER BURNETT, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading/standing zones for the distances specified, during the hours indicated:

*Establishment Of Loading/Standing Zones:*

Ward	Location
21	8140 South Racine Avenue (west side) from a point 138 feet north of West 82 <sup>nd</sup> Street to a point 20 feet north thereof -- disabled loading zone/tow-away zone (19-02124576);



Ward	Location
27	South Aberdeen Street (east side) from a point 47 feet south of West Grand Avenue to a point 20 feet south thereof -- 30-minute standing zone -- use flashing lights -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday -- no parking except Permit 1684 all other times (19-01399089);
27	North May Street (east side) from a point 17 feet north of West Washington Boulevard to a point 53 feet north thereof -- no parking loading zone -- tow-away zone (19-01399004);
28	"1511 West Taylor Street (south side) from a point 100 feet west of South Laflin Street to a point 25 feet west thereof -- 15-minute standing zone -- 10:00 A.M. to 12:00 A.M. -- all days" by striking the above (17-02350551);
43	North Kenmore Avenue (east side) from a point 250 feet north of West Armitage Avenue to a point 20 feet north thereof -- no parking disabled loading zone -- 10:00 A.M. to 5:00 P.M. -- all days (19-01849777);
45	North McVicker Avenue (east side) from a point 50 feet south of West Seminole Avenue to a point 50 feet south thereof -- no parking disabled loading zone -- tow-away zone -- 6:30 A.M. to 6:00 P.M. (school days) (19-01070216).

*Amendment Of Loading/Standing Zones:*

Ward	Location
28	4432 West Madison Street: repeal ordinance passed June 8, 2011 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 1342) which reads: "4432 West Madison Street (north side) from a point 325 feet west of North Kostner Avenue to a point 25 feet west thereof -- no parking loading zone -- at all times" by striking the above (19-01486451);
43	2747 North Lincoln Avenue: repeal ordinance which reads: "2747 North Lincoln Avenue -- no parking loading zone -- at all times -- all days" by striking the above. Signs were removed June 13, 2000.

SECTION 2. This ordinance shall take effect and be in force here in after its passage and publication.



AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTION OF  
N. MULLIGAN AVE.

[SO2019-7931]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 18, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to amend single direction of vehicular traffic movement on portion of North Mulligan Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public way between the limits indicated:

Ward	Location
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45	Amend ordinance passed February 10, 1982 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> page 9526) which reads: "North Mulligan Avenue, from West Peterson Avenue to West Rosedale Avenue" by striking: "West Rosedale Avenue" and inserting in lieu thereof: "West Ardmore Avenue -- single direction southerly" (19-01627686).
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SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.  
(Except For Handicapped)

[SO2019-7926]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

*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, except for disabled parking 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) WALTER BURNETT, JR.,  
Chairman.



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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 Parking:*

Ward	Location And Permit Number
6	7948 South Michigan Avenue -- Disabled Parking Permit Number 100356;
6	6804 South Morgan Street -- Disabled Parking Permit Number 120561;
6	7251 South Champlain Avenue -- Disabled Parking Permit Number 120658;
6	8233 South Langley Avenue -- Disabled Parking Permit Number 120662;
6	7251 South Eberhart Avenue -- Disabled Parking Permit Number 120670;
6	7540 South Parnell Avenue -- Disabled Parking Permit Number 120678;
6	5418 South Hermitage Avenue -- Disabled Parking Permit Number 115944;
7	9138 South Essex Avenue -- Disabled Parking Permit Number 119013;



Ward	Location And Permit Number
7	East 71 <sup>st</sup> Street (north side) -- Disabled Parking Permit Number 112221;
7	8530 South Manistee Avenue -- Disabled Parking Permit Number 117905;
8	8858 East 89 <sup>th</sup> Street (signs to be posted at 1958 East 89 <sup>th</sup> Street) -- Disabled Parking Permit Number 118947;
11	2719 South Union Avenue -- Disabled Parking Permit Number 117354;
12	2508 South Whipple Street -- Disabled Parking Permit Number 120428;
12	3444 South Bell Avenue -- Disabled Parking Permit Number 120419;
12	2812 West 36 <sup>th</sup> Street -- Disabled Parking Permit Number 120409;
12	3703 South Wood Street -- Disabled Parking Permit Number 120397;
13	6737 South Keeler Avenue -- Disabled Parking Permit Number 120706;
13	6751 South Keeler Avenue -- Disabled Parking Permit Number 120704;
13	5810 South Kilbourn Avenue -- Disabled Parking Permit Number 120705;
13	6222 South Kilbourn Avenue -- Disabled Parking Permit Number 120712;
13	6538 South Kilpatrick Avenue -- Disabled Parking Permit Number 121657;
13	6437 South Keating Avenue -- Disabled Parking Permit Number 119417;
13	6447 South Keating Avenue -- Disabled Parking Permit Number 120722;
13	6405 South Kedvale Avenue -- Disabled Parking Permit Number 119952;
13	6512 South Knox Avenue -- Disabled Parking Permit Number 119448;
13	6751 South Kolmar Avenue -- Disabled Parking Permit Number 120728;
13	5750 South McVicker Avenue -- Disabled Parking Permit Number 120723;
13	6000 South Menard Avenue -- Disabled Parking Permit Number 121658;
13	4041 West 56 <sup>th</sup> Place -- Disabled Parking Permit Number 113985;



Ward	Location And Permit Number
14	5825 South Whipple Street -- Disabled Parking Permit Number 118887;
14	5808 South Whipple Street -- Disabled Parking Permit Number 18889;
14	5109 South Mobile Avenue -- Disabled Parking Permit Number 118878;
14	5104 South Laramie Avenue -- Disabled Parking Permit Number 120753;
14	5128 South Leclaire Avenue -- Disabled Parking Permit Number 109679;
16	5756 South Ada Street -- Disabled Parking Permit Number 119773;
16	6437 South Artesian Avenue -- Disabled Parking Permit Number 114289;
16	6737 South Bell Avenue -- Disabled Parking Permit Number 111077;
16	6137 South California Avenue -- Disabled Parking Permit Number 112114;
16	5523 South Justine Street -- Disabled Parking Permit Number 117667;
16	6610 South Justine Street -- Disabled Parking Permit Number 119129;
16	6351 South Laflin Street -- Disabled Parking Permit Number 117655;
16	6040 South Richmond Street -- Disabled Parking Permit Number 117715;
16	5938 South Rockwell Street -- Disabled Parking Permit Number 119432;
16	6413 South Rockwell Street -- Disabled Parking Permit Number 112103;
16	5235 South Wolcott Avenue -- Disabled Parking Permit Number 119918;
16	5440 South Wood Street -- Disabled Parking Permit Number 117662;
16	2122 West 52 <sup>nd</sup> Place -- Disabled Parking Permit Number 111080;
16	2135 West 53 <sup>rd</sup> Place -- Disabled Parking Permit Number 116058;
16	1348 West 61 <sup>st</sup> Street -- Disabled Parking Permit Number 111079;
16	2114 West 69 <sup>th</sup> Street -- Disabled Parking Permit Number 117662;
16	2915 West 62 <sup>nd</sup> Street -- Disabled Parking Permit Number 122547;



Ward	Location And Permit Number
16	6240 South Fairfield Avenue -- Disabled Parking Permit Number 115928;
16	6048 South Washtenaw Avenue -- Disabled Parking Permit Number 117696;
16	6354 South Talman Avenue -- Disabled Parking Permit Number 117699;
17	7824 South Loomis Avenue -- Disabled Parking Permit Number 120807;
17	2519 West 70 <sup>th</sup> Street -- Disabled Parking Permit Number 121234;
18	8008 South Francisco Avenue -- Disabled Parking Permit Number 118437;
18	2900 West 86 <sup>th</sup> Place -- Disabled Parking Permit Number 11857;
21	8637 South Union Avenue -- Disabled Parking Permit Number 11912;
22	2324 South Lawndale Avenue -- Disabled Parking Permit Number 114927;
22	3242 South Springfield Avenue -- Disabled Parking Permit Number 120469;
23	5401 South Kolin Avenue -- Disabled Parking Permit Number 124243;
23	5554 South Massasoit Avenue -- Disabled Parking Permit Number 120789;
23	5729 South Massasoit Avenue -- Disabled Parking Permit Number 124247;
23	5440 South Meade Avenue -- Disabled Parking Permit Number 124248;
23	5833 South Menard Avenue -- Disabled Parking Permit Number 120787;
23	5747 South Trumbull Avenue -- Disabled Parking Permit Number 117875;
23	3640 West 55 <sup>th</sup> Place -- Disabled Parking Permit Number 120783;
23	3549 West 59 <sup>th</sup> Place -- Disabled Parking Permit Number 120739;
23	3810 West 60 <sup>th</sup> Place -- Disabled Parking Permit Number 120792;
23	3412 West 61 <sup>st</sup> Place -- Disabled Parking Permit Number 120794;
23	7137 West 64 <sup>th</sup> Street -- Disabled Parking Permit Number 120755;
24	3314 West Polk Street -- Disabled Parking Permit Number 116558;



Ward	Location And Permit Number
26	3509 West Evergreen Avenue -- Disabled Parking Permit Number 118636;
26	702 North Rockwell Street -- Disabled Parking Permit Number 120964;
26	1244 North Campbell Avenue -- Disabled Parking Permit Number 120971;
26	1700 North Kedvale Avenue -- Disabled Parking Permit Number 120976;
26	1923 North Hamlin Avenue -- Disabled Parking Permit Number 120970;
26	1640 North Kedzie Avenue -- Disabled Parking Permit Number 120969;
26	1331 North Hamlin Avenue -- Disabled Parking Permit Number 112276;
27	722 North Willard Court -- Disabled Parking Permit Number 120014;
27	1365 North Hudson Avenue -- Disabled Parking Permit Number 122396;
28	5079 West Monroe Street -- Disabled Parking Permit Number 119787;
28	3250 West Fulton Street -- Disabled Parking Permit Number 119796;
28	1227 West Flournoy Street -- Disabled Parking Permit Number 119794;
28	4343 West Gladys Avenue -- Disabled Parking Permit Number 115382;
28	241 South Laverne Avenue -- Disabled Parking Permit Number 121364;
28	2939 West Arthington Street -- Disabled Parking Permit Number 119801;
28	5087 West Monroe Street -- Disabled Parking Permit Number 115353;
29	5216 West Adams Street -- Disabled Parking Permit Number 120101;
29	5318 West Congress Parkway -- Disabled Parking Permit Number 114474;
29	1051 North Mason Avenue -- Disabled Parking Permit Number 116956;
29	1634 North Meade Avenue -- Disabled Parking Permit Number 113097;
29	1746 North Monitor Avenue -- Disabled Parking Permit Number 120138;
29	3239 North Nottingham Avenue -- Disabled Parking Permit Number 120110;



Ward	Location And Permit Number
29	5940 West Ohio Street -- Disabled Parking Permit Number 120125;
29	7036 West Wrightwood Avenue -- Disabled Parking Permit Number 114674;
30	3249 North Kenneth Avenue -- Disabled Parking Permit Number 118272;
30	2737 North Melvina Avenue -- Disabled Parking Permit Number 118291;
30	2424 North Monitor Avenue -- Disabled Parking Permit Number 118284;
30	2458 North Lockwood Avenue -- Disabled Parking Permit Number 118285;
30	4721 West Patterson Avenue -- Disabled Parking Permit Number 118263;
30	4921 West Waveland Avenue -- Disabled Parking Permit Number 118303;
30	6140 West Nelson Street -- Disabled Parking Permit Number 118276;
30	5537 West Schubert Avenue -- Disabled Parking Permit Number 118259;
34	12852 South Emerald Avenue -- Disabled Parking Permit Number 120562;
34	12137 South Laflin Street -- Disabled Parking Permit Number 120537;
34	10622 South Normal Avenue -- Disabled Parking Permit Number 118495;
34	11537 South Throop Street -- Disabled Parking Permit Number 118498;
34	11300 South Carpenter Street -- Disabled Parking Permit Number 118519;
34	10017 South Sangamon Street -- Disabled Parking Permit Number 120581;
34	10104 South Union Avenue -- Disabled Parking Permit Number 120570;
34	40 West 113 <sup>th</sup> Street -- Disabled Parking Permit Number 120567;
35	4451 North Drake Avenue -- Disabled Parking Permit Number 118564;
36	5430 West Eddy Street -- Disabled Parking Permit Number 119225;
36	2050 North Lockwood Avenue -- Disabled Parking Permit Number 119197;
37	5401 West Cortez Street -- Disabled Parking Permit Number 122367;



Ward	Location And Permit Number
37	4157 West Crystal Street -- Disabled Parking Permit Number 114553;
37	5234 West Galewood Avenue -- Disabled Parking Permit Number 119180;
37	4225 West Haddon Avenue -- Disabled Parking Permit Number 118630;
37	947 West Harding Avenue -- Disabled Parking Permit Number 119065;
37	4844 West Iowa Street -- Disabled Parking Permit Number 122443;
37	937 North Leamington Avenue -- Disabled Parking Permit Number 117385;
37	1810 North Lotus Avenue -- Disabled Parking Permit Number 120091;
37	4924 West Saint Paul Avenue -- Disabled Parking Permit Number 119144;
37	5413 West Race Avenue -- Disabled Parking Permit Number 119154;
37	615 North Lockwood Avenue -- Disabled Parking Permit Number 119157;
37	550 North Leamington Avenue -- Disabled Parking Permit Number 119073;
37	4911 West Ferdinand Street -- Disabled Parking Permit Number 117137;
39	5608 North Karlov Avenue -- Disabled Parking Permit Number 119870;
39	5516 North Kimball Avenue -- Disabled Parking Permit Number 119879;
39	4959 Ridgeway Avenue -- Disabled Parking Permit Number 119886;
39	5723 North Spaulding Avenue -- Disabled Parking Permit Number 120306;
40	6148 North Artesian Avenue -- Disabled Parking Permit Number 122449;
40	5140 North Claremont Avenue -- Disabled Parking Permit Number 120309;
45	5118 West Carmen Avenue -- Disabled Parking Permit Number 119474;
45	5741 West Giddings Street -- Disabled Parking Permit Number 121086;
45	5471 West Marmora Avenue -- Disabled Parking Permit Number 119482;
45	5006 North Meade Avenue -- Disabled Parking Permit Number 119492;



Ward	Location And Permit Number
45	5319 North Northwest Highway -- Disabled Parking Permit Number 115433;
45	5319 North Northwest Highway -- Disabled Parking Permit Number 115433;
45	5443 North Marmora Avenue -- Disabled Parking Permit Number 121077;
46	4422 North Magnolia Avenue -- Disabled Parking Permit Number 117430;
47	4875 North Paulina Street -- Disabled Parking Permit Number 114018;
48	5346 North Kenmore Avenue -- Disabled Parking Permit Number 111413;
49	6726 North Sheridan Road (signs to be posted at 1215 West Columbia Avenue) -- Disabled Parking Permit Number 116738;
49	1759 West Chase Avenue -- Disabled Parking Permit Number 119891;
49	7363 North Damen Avenue -- Disabled Parking Permit Number 116655;
49	7529 North Oakley Avenue -- Disabled Parking Permit Number 121094;
49	1230 West Jarvis Avenue -- Disabled Parking Permit Number 116771;
49	1848 West Touhy Avenue -- Disabled Parking Permit Number 116743;
49	1425 West Jonquil Terrace -- Disabled Parking Permit Number 116742;
50	2320 West Granville Avenue -- Disabled Parking Permit Number 119295;
50	2134 West Arthur Avenue -- Disabled Parking Permit Number 122176;
50	6142 North California Avenue -- Disabled Parking Permit Number 122179;
50	2438 West Estes Avenue (signs to be posted at 2437 West Fitch Avenue) -- Disabled Parking Permit Number 122184;
50	2342 West Granville Avenue -- Disabled Parking Permit Number 122185.

*Repeal Of Disabled Permit Parking:*

Ward	Location And Permit Number
11	Repeal Disabled Parking Permit Number 101732 located at 3355 South Union Avenue;



Ward	Location And Permit Number
14	Repeal Disabled Parking Permit Number 118884 located at 5441 South Sawyer Avenue;
14	Repeal Disabled Parking Permit Number 104250 located at 4519 South Springfield Avenue;
14	Repeal Disabled Parking Permit Number 75460 located at 5423 South Fairfield Avenue;
26	Repeal Disabled Parking Permit Number 99677 located at 1856 North Springfield Avenue;
26	Repeal Disabled Parking Permit Number 110324 located at 3220 West Dickens Street;
27	Repeal Disabled Parking Permit Number 5462 located at 537 North Drake Avenue;
30	Repeal Disabled Parking Permit Number 12564 located at 4167 West Eddy Street;
32	Repeal Disabled Parking Permit Number 35011 located at 3307 North Seeley Avenue;
32	Repeal Disabled Parking Permit Number 107630 located at 2656 North Marshfield Avenue;
50	Repeal Disabled Parking Permit Number 68422 located at 7002 North Ridge Boulevard;
50	Repeal Disabled Parking Permit Number 94717 located at 6053 North Albany Avenue;
50	Repeal Disabled Parking Permit Number 111866 located at 6338 North Kedzie Avenue;
50	Repeal Disabled Parking Permit Number 71236 located at 2210 West Arthur Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.



ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2019-7928]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to establish and/or amend 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) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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:



*Establishment Of Residential Permit Parking Zones:*

Ward	Location And Permit Number
3	1900 -- 1999 South Prairie Avenue -- designated as a buffer zone for Residential Permit Parking Zone 1677;
14	5200 -- 5299 South Parkside Avenue (north and south sides) from West 52 <sup>nd</sup> Street to West 53 <sup>rd</sup> Street -- residential permit parking zone -- at all times -- all days;
14	5000 -- 5099 South Talman Avenue (east and west sides) -- residential permit parking zone -- at all times -- all days;
14	5515 -- 5517 South St. Louis Avenue, from West 55 <sup>th</sup> Street to West 56 <sup>th</sup> Street -- Residential Permit Parking Zone 2198;
14	4431 West 57 <sup>th</sup> Street (south side) from South Kenneth Avenue to the first alley east thereof -- Residential Permit Parking Zone 345 -- at all times -- all days;
14	5400 -- 5499 South Sawyer Avenue (east and west sides) between West 54 <sup>th</sup> Street and West 55 <sup>th</sup> Street -- Residential Permit Parking Zone 2202 -- at all times -- all days;
14	5400 -- 5443 South Mozart Street (east and west sides) between West 54 <sup>th</sup> Street and West 55 <sup>th</sup> Street -- Residential Permit Parking Zone 2203 -- at all times -- all days;
14	West 52 <sup>nd</sup> Street (north and south sides) from South Luna Avenue to the first alley thereof -- Residential Permit Parking Zone 2201 -- at all times -- all days;
14	West 52 <sup>nd</sup> Street (north side) from South Trumbull Avenue to South Homan Avenue -- Residential Permit Parking Zone 2200 -- at all times -- all days;
14	5443 South Sacramento Avenue (east and west sides) from West 54 <sup>th</sup> Street to the second alley south thereof -- Residential Permit Parking Zone 2199 -- at all times -- all days;
14	5400 -- 5443 South Sacramento Avenue, from West 54 <sup>th</sup> Street to the second alley -- Residential Permit Parking Zone 2196 -- at all times -- all days;



Ward	Location And Permit Number
17	6800 -- 6899 South Washtenaw Avenue: repeal ordinance which reads: "6800 -- 6899 South Washtenaw Avenue (east side) -- Residential Permit Parking Zone 68" by striking the above;
17	1800 -- 1900 West 81 <sup>st</sup> Street -- residential permit parking zone -- at all times -- all days;
23	6435 -- 6453 South Old Harlem Avenue (east side) between West 64 <sup>th</sup> Place and West 65 <sup>th</sup> Street, including the wraparound of 6435 South Old Harlem Avenue onto West 64 <sup>th</sup> Place, from South Old Harlem Avenue to the first alley east thereof -- Residential Permit Parking Zone 2192 -- at all times -- all days;
27	1000 -- 1099 North Monticello Avenue -- Residential Permit Parking Zone 2179 -- at all times -- all days;
31	3100 -- 3147 North Kenneth Avenue (east and west sides) from West Barry Avenue to the first alley south of West Belmont Avenue -- Residential Permit Parking Zone 2195 -- at all times -- all days;
36	5700 -- 5759 West Eddy Street -- Residential Permit Parking Zone 2204 -- at all times -- all days.

*Amendment Of Residential Permit Parking Zones:*

Ward	Location And Permit Number
3	East 23 <sup>rd</sup> Street: amend Residential Permit Parking Zone 1676 to include East 23 <sup>rd</sup> Street, from South Michigan Avenue to South Indiana Avenue (north and south sides);
8	8100 -- 8199 South Chappel Avenue (east and west sides): amend ordinance ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 17825) which reads: "8100 -- 8199 South Chappel Avenue (east and west sides) -- Residential Permit Parking Zone 91 -- at all times -- Friday through Monday" by including: "wrap southwest side of East 81 <sup>st</sup> Street and South Chappel Avenue";
12	3533 -- 3559 South Hamilton Avenue: amend ordinance which reads: "3533 -- 3559 South Hamilton Avenue -- Residential Permit Parking Zone 151" amend by striking the above and inserting: "Residential Permit Parking Zone 152" in lieu thereof;



Ward	Location And Permit Number
28	3800 -- 3899 West Van Buren Street: repeal ordinance which reads: "3800 -- 3899 West Van Buren Street (north and south sides) -- Residential Permit Parking Zone 2026" by striking the above.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES.  
[SO2019-7929]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

*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 traffic lane tow-away 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) WALTER BURNETT, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
3	West Garfield Boulevard: repeal ordinance which reads: "West Garfield Boulevard (north side) from South Wentworth Avenue to South Prairie Avenue -- no parking tow-away zone -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday" by striking the above;
3	West Garfield Boulevard: repeal ordinance which reads: "West Garfield Boulevard (north side) from South Prairie Avenue to South Dr. Martin Luther King, Jr. Drive -- no parking tow-away zone -- at all times -- all days" by striking the above;
3	South Federal Street (east and west sides) from East 49 <sup>th</sup> Street to East 51 <sup>st</sup> Street -- no parking tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days;
3	South State Street (east and west sides) from East/West 37 <sup>th</sup> Street to East/West 38 <sup>th</sup> Street -- no parking tow-away zone -- 9:00 P.M. to 6:00 P.M. -- all days;
3	South State Street (west side) from West 40 <sup>th</sup> Street to West 44 <sup>th</sup> Street -- no parking tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days;
3	South State Street (east and west sides) from East/West Pershing Road to East/West 40 <sup>th</sup> Street -- no parking tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days;
3	South State Street (west side) from West 45 <sup>th</sup> Street to West 47 <sup>th</sup> Street -- no parking tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days;
3	South State Street (east and west sides) from West 47 <sup>th</sup> Street to West 49 <sup>th</sup> Street -- no parking tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days;
3	South Federal Street (east and west sides) from East 45 <sup>th</sup> Street to East 46 <sup>th</sup> Street -- no parking tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days;



Ward	Location
4	South Vincennes Avenue (west side) from a point East Browning Avenue to a point East 37 <sup>th</sup> Street -- no parking tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days (19-01175138);
14	South Christiana Avenue (west side) from West 47 <sup>th</sup> Place to West 48 <sup>th</sup> Place -- no parking tow-away zone -- at all times -- all days (19-01500268);
14	West 45 <sup>th</sup> Street (south side) from South Kildare Avenue to South Kolin Avenue -- no parking tow-away zone -- at all times -- all days (public benefit);
14	5050 South Archer Avenue -- no parking tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (public benefit);
32	North Damen Avenue (east and west sides) between West Melrose Street to a point 30 feet north thereof -- no parking tow-away zone -- at all times -- all days (19-01627447);
42	West Erie Street (south side) from North Hudson Avenue to a point 85 feet west thereof -- no parking tow-away zone -- at all times -- all days (19-01398495);
42	Repeal ordinance passed October 31, 2015 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 1181) which reads: "North State Street, between West Chicago Avenue to West Kinzie Street (west side) -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday and (east side) -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday" by striking the above (19-01488605);
42	West Illinois Street (north and south sides) from a point on North Dearborn Street to a point on North State Street -- no parking tow-away zone -- 11:00 P.M. to 5:00 A.M. -- all days;
42	North State Street (east and west sides) from a point east of West Hubbard Street to a point east of West Illinois Street -- no parking -- no stopping -- no standing tow-away zone -- 11:00 P.M. to 5:00 A.M. -- all days (19-01627598);
42	East Erie Street (north and south sides) from a point on North McClurg Court to a point on North Inner Lake Shore Drive -- no parking tow-away zone -- 11:00 P.M. to 5:00 A.M. -- all days (19-01627553);



Ward	Location
42	East Ontario Street (north and south sides) from a point on North Inner Lake Shore Drive to a point on North McClurg Court -- no parking tow-away zone -- 11:00 P.M. to 5:00 A.M. -- all days;
42	North McClurg Court (east side) from a point 70 feet north of East North Water Street to the first commercial loading zone north thereof -- no parking tow-away zone -- 12:00 A.M. to 8:00 A.M. -- all days (public benefit);
42	East Grand Avenue (south side) from a point 60 feet west of North Streeter Drive until the first taxicab stand west thereof -- no parking tow-away zone (public benefit);
42	307 South Desplaines Street (west side) from a point 60 feet north of West Jackson Boulevard to a point 30 feet north thereof -- no parking tow-away zone -- at all times -- all days (public benefit);
43	2400 -- 2800 North Cannon Drive (east side) from a point 510 feet north of West Fullerton Avenue to a point 210 feet south of North Lake Shore Drive West and North Cannon Drive (west side) from a point 450 feet north of West Fullerton Avenue to a point 75 feet south of North Lake Shore Drive West -- no parking tow-away zone -- 11:00 A.M. to 5:00 A.M. -- May 1 <sup>st</sup> through November 1 <sup>st</sup> -- Friday to Saturday (public benefit);
43	1200 West Draper Street (south side) from a point 20 feet west of North Racine Avenue to a point 580 feet west thereof -- no parking tow-away zone -- 11:00 A.M. to 1:00 P.M. -- Wednesday (public benefit);
45	West Waveland Avenue (south side) from North Lowell Avenue to North Tripp Avenue -- no parking tow-away zone -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday (school days).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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#### INSTALLATION OF TRAFFIC WARNING SIGNS.

[SO2019-7930]

The Committee on Pedestrian and Traffic Safety submitted the following report:



CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to erect 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) WALTER BURNETT, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
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6	South St. Lawrence Avenue and East 80 <sup>th</sup> Street -- "All-Way Stop" sign, stopping all approaches (19-01826575);
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Ward	Location And Type Of Sign
6	East 77 <sup>th</sup> Street and South Rhodes Avenue -- "All-Way Stop" sign, stopping all approaches;
6	East 78 <sup>th</sup> Street and South Rhodes Avenue -- "All-Way Stop" sign, stopping all approaches;
14	West 54 <sup>th</sup> Place and South Homan Avenue -- "Stop" sign, stopping eastbound traffic on West 54 <sup>th</sup> Place at South Homan Avenue;
21	South Lowe Avenue and West 87 <sup>th</sup> Street eastbound and westbound service drives -- "Stop" sign;
27	West Schiller Street and North Sedgwick Street -- "All-Way Stop" sign, stopping all approaches;
28	West Congress Parkway and South Kildare Avenue -- "Stop" sign, stopping westbound West Congress Parkway for southbound South Kildare Avenue;
29	West Armitage Avenue at North Natoma Avenue for east- and westbound traffic -- "Stop" sign;
29	North Menard Avenue and West Bloomingdale Avenue for northbound traffic -- "Stop" sign;
45	North Neenah Avenue and West Strong Street -- "All-Way Stop" sign, stopping all approaches (public benefit) (19-01070311).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT OF RESERVED DISABLED PARKING ON PORTIONS OF  
VARIOUS PUBLIC WAYS.

[SO2019-7935]

The Committee on Pedestrian and Traffic Safety submitted the following report:



CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish reserved parking (2 percent disabled parking) at various locations, 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) WALTER BURNETT, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Transportation is hereby authorized and directed to establish 2 percent disabled parking signs at the listed location:

Ward	Location
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22	West 47 <sup>th</sup> Street (south side) from a point 135 feet east of South Lawler Avenue to a point 20 feet east thereof (2 percent disabled) -- reserved parking (public benefit);
----	--



Ward	Location
26	2827 West Division Street -- 2 percent disabled parking -- at all times -- all days;
26	3301 West Le Moyne Street -- (2 percent disabled) -- reserved parking -- at all times -- all days;
42	North Desplaines Street (east side) from a point 20 feet north of West Fulton Market to a point 40 feet north thereof -- reserved parking (2 percent disabled) -- at all times -- all days (19-01069426);
42	North McClurg Court (east side) from a point 30 feet north of East North Water Street to a point 40 feet north thereof -- 2 percent disabled parking sign (public benefit).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT OF INDUSTRIAL PERMIT PARKING ZONE ON PORTION OF  
W. 43<sup>RD</sup> ST.

[SO2019-7937]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish industrial permit parking only on portion of West 43<sup>rd</sup> Street, 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) WALTER BURNETT, JR.,  
Chairman.



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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Transportation is hereby authorized and directed to establish Industrial Permit Parking Zone only at the below listed location:

Ward	Location
14	3800 -- 4000 West 43 <sup>rd</sup> Street (south side) -- Industrial Permit Parking Zone 3 -- at all times -- all days.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT OF "IRELAND CONSULATE PARKING" ON PORTION OF  
N. BOSWORTH AVE.

[SO2019-7933]

The Committee on Pedestrian and Traffic Safety submitted the following report:



CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish "Ireland Consulate Parking" on a portion of North Bosworth Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 "Ireland Consulate Parking Only" at the below listed location:

Ward	Location
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42	North Wabash Avenue (west side) from a point 30 feet south of East Wacker Place to a point 20 feet south thereof -- Ireland Consulate Parking only -- at all times -- all days (19-00903822).
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SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT OF "POLICE PERSONNEL PARKING ONLY" ON PORTION OF  
W. WASHBURNE AVE.

[SO2019-7932 ]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish "Police Parking Only" on portion of West Washburne Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Transportation is hereby authorized and directed to establish Police Parking Only at the below listed location:

Ward	Location
28	2000 West Washburne Avenue: West Washburne Avenue (south side) from South Damen Avenue to South Hoyne Avenue -- Police Personnel Parking only -- at all times -- all days.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT OF "NO PARKING EXCEPT FOR OFFICIAL SCHOOL PERSONNEL PARKING" ON PORTION OF N. BOSWORTH AVE.

[SO2019-7934]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish No Parking Except For Official School Personnel Parking Only on portion of North Bosworth Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
Chairman.



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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 No Parking Except For Official School Personnel Parking Only at the below listed location:

Ward	Location
49	North Bosworth Avenue (east side) from the first alley south of West Pratt Boulevard to a point 345 feet south thereof -- No Parking Except For Official School Personnel Parking Only -- tow-away zone -- 7:00 A.M. to 4:30 P.M. (school days) (public benefit) (19-01627727).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT OF FIVE-TON VEHICLE WEIGHT LIMITATION ON PORTIONS OF SUNDRY STREETS.

[SO2019-7936]

The Committee on Pedestrian and Traffic Safety submitted the following report:



CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish weight limitations 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) WALTER BURNETT, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 weight limitations at the below listed locations:

Ward	Location
------	----------

8	South Greenwood Avenue, from East 93 <sup>rd</sup> Street to East 94 <sup>th</sup> Street, and East 94 <sup>th</sup> Street, from South Woodlawn Avenue to South Greenwood Avenue -- weight limitation -- 5-tons (18-02809783);
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Ward	Location
11	West 15 <sup>th</sup> Street, from South Morgan Street to South Racine Avenue -- weight limitation -- 5 tons (19-01069259);
11	West 14 <sup>th</sup> Place, from South Morgan Street to South Racine Avenue -- no trucks traffic -- weight limitation -- 5 tons -- no trucks over 5 tons (19-01069280).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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*Failed To Pass* -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

[SO2019-7938]

The Committee on Pedestrian and Traffic Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Burnett moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, October 16, 2019.

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

Your Committee on Pedestrian and Traffic Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith which were referred to the Committee on Pedestrian and Traffic Safety concerning traffic regulations and traffic signs, et cetera, as follows:

*Parking Prohibited At All Times -- Disabled:*

Ward	Location
50	6156 North Talman Avenue -- Disabled Parking Permit Number 119284;
50	6219 North Albany Avenue -- Disabled Parking Permit Number 122182;
50	6239 North Artesian Avenue -- Disabled Parking Permit Number 122177;
50	6312 North Artesian Avenue -- Disabled Parking Permit Number 122169.

*Residential Permit Parking Zones:*

Ward	Location
36	2201 -- 2299 North Natchez Avenue (west side) -- residential permit parking zone -- at all times -- all days;
28	4510 -- 4538 West Harrison Avenue (north side) -- residential permit parking zone -- at all times -- all days;
40	6000 -- 6099 North Rockwell Street (east and west sides) -- residential permit parking zone -- 6:00 P.M. to 2:00 A.M. -- all days.



*Traffic Warning Sign And/Or Signal:*

Ward	Location
------	----------

- |    |   |
|----|---|
| 34 | West 100 <sup>th</sup> Place and South Malta Street -- "All-Way Stop" sign, stopping all approaches. Duplicated proposal dated November 15, 2018 (19-01070429). |
|----|---|

*Miscellaneous:*

Ward	Location
------	----------

- |    |  |
|----|--|
| 22 | South Karlov Avenue, from West 31 <sup>st</sup> Street to West 33 <sup>rd</sup> Street -- weight limitation -- 5 tons. Duplicate proposal. Previously passed September 27, 1961 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 5494). Signs will be posted (19-01624118); |
| 22 | South Komensky Avenue, from West 31 <sup>st</sup> Street to West 33 <sup>rd</sup> Street -- weight limitation -- 5 tons. Duplicate proposal. Previously passed August 31, 1977 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 5884). Signs will be posted (19-01624525);  |
| 22 | South Kedvale Avenue, from West 31 <sup>st</sup> Street to West 33 <sup>rd</sup> Street -- weight limitation 5 tons. Duplicate proposal previously passed September 27, 1961 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 5494). Signs will be installed (19-01624162). |

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
Chairman.



**COMMITTEE ON PUBLIC SAFETY.**

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**APPOINTMENT OF FRANK J. LINDBLOOM AS MEMBER OF CHICAGO  
EMERGENCY TELEPHONE SYSTEM BOARD.**

[A2019-68]

The Committee on Public Safety submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Public Safety, for which a meeting was held on Friday, October 11, 2019 in City Council Chambers, recommends *Approval* of the proposed appointment of Frank J. Lindbloom as a member of the Chicago Emergency Telephone System Board.

This recommendation was concurred in by a unanimous vote of the committee members present.

Respectfully submitted,

(Signed) CHRIS TALIAFERRO,  
*Chairman.*

On motion of Alderman Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Frank J. Lindbloom as a member of the Chicago Emergency Telephone System Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS  
AND RECREATION.**

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EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR CONSTRUCTION OF  
HARAMBEE COMMUNITY GARDEN AT 455 -- 457 N. WALLER AVE. IN AUSTIN  
COMMUNITY AREA.

[O2019-7011]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 16, 2019.

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

Your Committee on Special Events, Cultural Affairs and Recreation, which held a meeting on October 7, 2019 in Room 201A at City Hall, and having had under consideration the ordinance authorizing an expenditure of Open Space Impact Fee funds for Harambee Community Garden at 455 -- 457 North Waller Avenue, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in with a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,  
*Chairman.*



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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the



Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected, and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Austin Community Area have deepened the already significant deficit of open space in that Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation, is dedicated to preserving and creating open space; and

WHEREAS, The City desires to grant NeighborSpace funds from Open Space Fees to pay or reimburse NeighborSpace for constructing the Harambee Community Garden at 455 -- 457 North Waller Avenue in the Austin Community Area (the "Project"); and

WHEREAS, DPD wishes to make available to NeighborSpace proceeds from the Open Space Fees collected by DOF in a total amount not to exceed \$62,000 from the Austin Community Area to be used for the Project; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the Austin Community Area in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and



WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of DPD (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an agreement with NeighborSpace in connection herewith, containing such terms as the Commissioner deems necessary, and to provide Open Space Fees proceeds to NeighborSpace in an amount not to exceed a total of \$62,000 from the Austin Community Area to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of \$62,000 from the Austin Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.



**COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.**

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AMENDMENT OF CHAPTERS 10-8 AND 10-40 OF MUNICIPAL CODE  
BY MODIFYING PROVISIONS GOVERNING HARBOR OPERATIONS AND  
ASSOCIATED PERMIT FEES AND FINES.

[O2019-6912]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 amendment of Municipal Code Chapters 10-8 and 10-40 regarding harbor operations and permits. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 10-8-332 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

10-8-332 Athletic Event.

(a) The following terms are defined for the purposes of this chapter, as follows:

"Athletic event" means any event involving the conduct of exercises, sports, games, marathons, or similar types of events, which is reasonably anticipated to obstruct the normal flow of traffic upon the public way.

"Athletic event organizer" means the person listed on the permit application who is designated as the responsible planner and on-site manager for the athletic event.

The term "organization" shall include any voluntary association entered into for the purpose of organizing an athletic event.

The terms "Business day", "Commissioner", "On-duty" and "Person" have the same meanings ascribed to those terms in Section 10-8-330.

The term "public way" shall include the harbor as defined in Section 10-40-010.

(b) No athletic event is permitted on any portion of the public way unless a permit allowing such athletic event has been obtained from the Department of Transportation.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 10-8-335 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

10-8-335 Outdoor Special Events.

(a) As used in this section unless the context requires otherwise:

(1) "Special event" means a planned temporary aggregation of attractions, including public entertainment, food and beverage service facilities, sales of souvenirs or other



merchandise, or similar attractions, that is (i) conducted on the public way, including outdoor public enjoyment areas developed pursuant to Section 2-102-030; or (ii) conducted primarily outdoors on property open to the public other than the public way and which:

(A) Includes activities that require the issuance of a ~~city~~ City temporary food establishment license or a special event liquor license; or

(B) Requires special ~~city~~ City services, including but not limited to any of the following: street closures; provisions of barricades, garbage cans, stages or special no parking signs; special electrical services; or special police protection.

"Special event" does not include a parade or athletic event for which a permit is required under Sections 10-8-330 or 10-8-332, a neighborhood block party at which no food, beverages or merchandise is sold, or a citywide festival conducted pursuant to an intergovernmental agreement authorized by ordinance.

(2) "Department" means the ~~department of cultural affairs and special events~~ Department of Cultural Affairs and Special Events.

(3) "Sponsor of the event" means the entity who is conducting the special event or in whose name or for whose support the proposed special event will be presented.

(4) "Portable audiovisual rigging" means the temporary installation or operation of portable mechanical rigging and static rigging for the overhead suspension of portable audiovisual equipment, including, but not limited to: audio, video, lighting, backdrops, scenery, and other effects at a special event. Portable audiovisual rigging does not include freight handling or the transportation of heavy equipment.

(5) The term "public way" shall include the harbor as defined in Section 10-40-010.

(b) No person shall conduct a special event unless the sponsor of the event obtains a special event permit from the ~~department of cultural affairs and special events~~ Department.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 10-40-330 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:



## 10-40-330 Construction And Repair Of Structures In Harbor.

No person shall drive or place, or cause to be driven or placed, any pile or piles, stone, timber, earth, or other obstruction of any kind whatsoever, in the harbor, or build, construct, or repair any dock therein, or build or cause to be built any bridge or other structure across any part of the harbor, or drive or place, or cause to be driven or placed, any pile or piles of timber, or make any excavation for the purpose of furnishing or laying foundations for any building or structure, at any point within 40 feet of any part of the harbor, without obtaining a special permit in writing from the ~~commissioner~~ Commissioner of transportation Transportation so to do. Application for said permission shall be made in writing to the ~~Commissioner commissioner of transportation~~, and shall be accompanied by a sketch, ~~or a plat, and plans~~ showing the nature of the work to be done. Upon such application being made and such sketch, ~~or plat, and plans~~ being furnished as herein required, the ~~Commissioner commissioner of transportation~~ shall solicit input from relevant aldermen and departments, including but not limited to, the Department of Business Affairs and Consumer Protection, the Department of Police, the Department of Fire, and the Office of Emergency Management and Communications, and may consult with the Army Corps of Engineers, the United States Coast Guard, the Illinois Department of Natural Resources, and the Chicago Park District, and may also solicit input from stakeholders, including operators of vessels in the harbor, as to the factors the Commissioner considers in determining whether to grant the permit. The Commissioner shall issue the permit desired, upon payment of the permit fees hereinafter provided, unless it shall appear that the work to be done will result in unduly obstructing the harbor or endanger the users or the navigability of the harbor or in endangering the safety of any dock, pier, breakwater, or other structure located upon or along the harbor or pollute the harbor or is inconsistent with the Chicago River Design Guidelines.

It shall be the duty of the ~~Commissioner commissioner of transportation~~ to require all persons who may be engaged in repairing, renewing, altering, or constructing any dock within the city City to produce a permit from the ~~department of transportation~~ Department of Transportation, which permit shall specify the character and location of such repairing, renewal, alteration, or construction, and in default of the production of such permit, the ~~Commissioner commissioner of transportation~~ shall at once stop all work on such dock, and shall cause the arrest of any such persons engaged in such unlawful repairing, renewal, alteration, or construction. Any such person so arrested shall be fined not less than ~~\$50.00~~ \$1,000.00 nor more than ~~\$400.00~~ \$1,500.00 for each offense. Each day that a violation occurs or persists shall constitute a separate and distinct offense. In the event of any such dock having been repaired, renewed, altered, or constructed in or upon the water area of the harbor of the city City, the person thus convicted of a violation of this section, in addition to the fine hereinbefore specified, shall be required at once, and at his own expense, or cost, to remove such dock back to its former location; and, in default of such removal of such dock, the ~~Commissioner commissioner of transportation~~ is hereby authorized to cause such dock to be removed, to such location as he deems best and to recover, from the person so convicted, the cost or expense of such removal.



SECTION 4. Section 10-40-570 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

10-40-570 Violation -- Penalty.

Except as is otherwise specifically provided in this chapter, any person, including bridge tenders or other persons in charge of bridges within the ~~city~~ City, violating any provision of this chapter shall be fined not less than ~~\$40.00~~ \$100.00 nor more than ~~\$100.00~~ \$1,000.00 for each offense. Each day that a violation exists shall constitute a separate and distinct offense.

SECTION 5. This ordinance shall be in full force and effect 10 days following due passage and publication.

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GRANTS OF PRIVILEGE IN PUBLIC WAY FOR @ PROPERTIES LOCATED AT 1875 N. DAMEN AVE. AND 1023 W. FULTON MARKET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 for grants of privilege in the public way for @ Properties. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
Chairman.



On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on these items pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented the applicant, @ Properties within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review and Illinois Property Tax Appeal Board relating to other properties.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*@ Properties.*  
(1875 N. Damen Ave.)

[O2019-7557]

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

SECTION 1. Permission and authority are hereby given and granted to @ Properties, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1875 North Damen Avenue. Said sign structure measures as follows: along North Damen Avenue, at three point five (3.5) feet in length, twenty (20) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141987 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 22, 2019.

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*@ Properties.*  
(1023 W. Fulton Market)

[O2019-7613]

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

SECTION 1. Permission and authority are hereby given and granted to @ Properties, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 1023 West Fulton Market. Said sign structures measure as follows: along West Fulton Market, three (3) at two (2) feet in length, five (5) feet in height and ten point five (10.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141664 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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GRANT OF PRIVILEGE IN PUBLIC WAY FOR BLUE CROSS BLUE SHIELD OF ILLINOIS.

[O2019-7676]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 grant of privilege in the public way for Blue Cross Blue Shield of Illinois. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



Alderman Burke abstained from voting on this item pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented the applicant, Blue Cross Blue Shield of Illinois, within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review and Circuit Court of Cook County relating to this property.

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Blue Cross Blue Shield of Illinois, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eighteen (18) caissons under the public right-of-way adjacent to its premises known as 300 East Randolph Street. Said caisson at North Columbus Drive measures one (1) at one (1) foot in length and four point five (4.5) feet in width for a total of four point five (4.5) square feet. Said caissons at North Columbus Drive measure three (3) at one (1) foot in length and five point five (5.5) feet in width for a total of sixteen point five (16.5) square feet. Said caisson at North Columbus Drive measures one (1) at one (1) foot in length and six point five (6.5) feet in width for a total of six point five (6.5) square feet. Said caissons at North Columbus Drive measure three (3) at one (1) foot in length and point six six (.66) foot in width for a total of one point nine eight (1.98) square feet. Said caissons at East Randolph Street measure nine (9) at one (1) foot in length and five point five (5.5) feet in width for a total of forty-nine point five (49.5) square feet. Said caisson at East Randolph Street measures one (1) at one (1) foot in length and six point five (6.5) feet in width for a total of six point five (6.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142013 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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## GRANTS OF PRIVILEGE IN PUBLIC WAY FOR COMMONWEALTH EDISON.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 for grants of privilege in the public way for Commonwealth Edison. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



Alderman Burke abstained from voting on these items pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented the applicant, Commonwealth Edison, within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review and Illinois Property Tax Appeal Board relating to other properties.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Commonwealth Edison.*  
(Bollards)

[O2019-7354]

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

SECTION 1. Permission and authority are hereby given and granted to Commonwealth Edison, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) bollards on the public right-of-way adjacent to its premises known as 743 East 50<sup>th</sup> Place. Said bollards at East 50<sup>th</sup> Place measure three (3) at one point six seven (1.67) feet in length and point five (.5) foot in width for a total of two point five one (2.51) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141492 herein granted the sum of Two Hundred Twenty-five and no/100 Dollars (\$225.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Commonwealth Edison.*  
(Occupation Of Space (Card Reader))

[O2019-7357]

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

SECTION 1. Permission and authority are hereby given and granted to Commonwealth Edison, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) occupation of space (card reader) on the public right-of-way adjacent to its premises known as 743 East 50<sup>th</sup> Place. Said occupation of space (card reader) at East 50<sup>th</sup> Place measures two (2) feet in length and five (5) feet in width for a total of ten (10) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141502 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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GRANTS OF PRIVILEGE IN PUBLIC WAY FOR FRIEDMAN PROPERTIES LTD.,  
AS AGENT FOR GOODMAN-FRIEDMAN LLC.

The Committee on Transportation and Public Way submitted the following report:



CHICAGO, October 16, 2019.

*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 for grants of privilege in the public way for Friedman Properties Ltd., as agent for Goodman-Friedman LLC. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on these items pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented the applicant, Friedman Properties, within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review, Illinois Property Tax Appeal Board, and the Circuit Court of Cook County relating to other properties.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):



*Friedman Properties Ltd., As Agent For Goodman-Friedman LLC.*  
(Cornices)

[O2019-7712]

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

SECTION 1. Permission and authority are hereby given and granted to Friedman Properties Ltd., as agent for Goodman-Friedman LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) cornices projecting over the public right-of-way adjacent to its premises known as 150 North Dearborn Street. Said cornices at North Dearborn Street measure two (2) at thirteen point three three (13.33) feet in length and one point two five (1.25) feet in width for a total of thirty-three point three three (33.33) square feet. Both cornices are approximately forty-two (42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142062 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 29, 2019.

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*Friedman Properties Ltd., As Agent For Goodman-Friedman LLC.*  
(Roof Eave)

[O2019-7714]

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

SECTION 1. Permission and authority are hereby given and granted to Friedman Properties Ltd., as agent for Goodman-Friedman LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) roof eave



projecting over the public right-of-way adjacent to its premises known as 150 North Dearborn Street. Said roof eave at North Dearborn Street measures twenty-three (23) feet in length and five point four one (5.41) feet in width for a total of one hundred twenty-four point four three (124.43) square feet. Existing roof eave is approximately fifty-seven (57) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142064 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 29, 2019.

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*Friedman Properties Ltd., As Agent For Goodman-Friedman LLC.*  
(Steel Sheet Pilings)

[O2019-7717]

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

SECTION 1. Permission and authority are hereby given and granted to Friedman Properties Ltd., as agent for Goodman-Friedman LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) steel sheet pilings under the public right-of-way adjacent to its premises known as 150 North Dearborn Street. Said steel sheet piling at North Dearborn Street measures one (1) at eighty-two (82) feet in length and one (1) foot in width for a total of eighty-two (82) square feet. Said steel sheet piling at West Randolph Street measures one (1) at eighty-eight (88) feet in length and one (1) foot in width for a total of eighty-eight (88) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142063 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 29, 2019.

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GRANT OF PRIVILEGE IN PUBLIC WAY FOR GLAZIER PROJECT LLC-BRIDGEPORT.

[O2019-7495]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 grant of privilege in the public way for Glazier Project LLC-Bridgeport. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
Chairman.



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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on this item pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented Josh Glazier within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review and Illinois Property Tax Appeal Board relating to other property.

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Glazier Project LLC-Bridgeport, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) door swing on the public right-of-way adjacent to its premises known as 3100 -- 3108 South Halsted Street. Said door swing at South Halsted Street measures twenty-eight point six seven (28.67) feet in length and seven (7) feet in width for a total of two hundred point six nine (200.69) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141820 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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GRANT OF PRIVILEGE IN PUBLIC WAY FOR MARIANO'S NO. 8522.  
[O2019-7912]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 grant of privilege in the public way for Mariano's Number 8522. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



Alderman Burke abstained from voting on this item pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented Roundy's within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review, Illinois Property Tax Appeal Board, and the Circuit Court of Cook County relating to other property.

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Mariano's Number 8522, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 5201 North Sheridan Road. Said sign structures measure as follows: along North Sheridan Road, two (2) at fifteen (15) feet in length, six point five eight (6.58) feet in height and twenty-five (25) feet above grade level. Said sign structure measures as follows: along West Foster Avenue, one (1) at fifteen (15) feet in length, six point five eight (6.58) feet in height and twenty-five (25) feet above grade level. Said sign structure measures as follows: along North Sheridan Road, one (1) at fifteen (15) feet in length, one point two five (1.25) feet in height and twenty (20) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141237 herein granted the sum of One Thousand and no/100 Dollars (\$1,000.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2019.



GRANT OF PRIVILEGE IN PUBLIC WAY FOR THE NORTHERN TRUST COMPANY.

[O2019-7740]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 grant of privilege in the public way for The Northern Trust Company. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on this item pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented the applicant, The Northern Trust Company, within the preceding 12 months in



property tax appeals at the Cook County Assessor, Cook County Board of Review, Illinois Property Tax Appeal Board, and the Circuit Court of Cook County relating to other property.

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to The Northern Trust Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) covered pedestrian bridge over and across the east/west eighteen (18) foot public alley lying between, South Wells Street and South LaSalle Street also known as West Arcade Place, beginning at a point ninety-three and seventy-five (93.75) feet east of the east line of South Wells Street. Existing covered pedestrian bridge connects the two buildings known as 50 South LaSalle Street and 181 West Madison Street. Existing bridge extends across West Arcade Place, a distance of approximately eighteen (18) feet and is not less than five (5) stories above grade at said location. Bridge dimensions are fourteen (14) feet in height, eighteen (18) feet in length and twelve and seven hundredths (12.17) feet in width. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141573 herein granted the sum of Two Thousand Four Hundred Thirty-five and no/100 Dollars (\$2,435.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2019.



GRANT OF PRIVILEGE IN PUBLIC WAY FOR PET SUPPLIES PLUS.  
[O2019-7892]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 grant of privilege in the public way for Pet Supplies Plus. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on this item pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented the property owner within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review, and Illinois Property Tax Appeal Board relating to this property.



The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Pet Supplies Plus, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3640 North Elston Avenue. Said sign structure measures as follows: along North Elston Avenue, at thirty-three point nine two (33.92) feet in length, two point nine one (2.91) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141709 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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GRANT OF PRIVILEGE IN PUBLIC WAY FOR ROKAITIS INDUSTRIES, INC.  
[O2019-7875]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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



grant of privilege in the public way for Rokaitis Industries, Inc. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on this item pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented John Rokaitis within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review, and Illinois Property Tax Appeal Board relating to other property.

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Rokaitis Industries, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4546 South Archer Avenue. Said sign structure measures as follows: along South Archer Avenue, at ten (10) feet in length, six (6) feet in height and eighteen (18) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk.



Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142320 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 9, 2018.

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GRANT OF PRIVILEGE IN PUBLIC WAY FOR UNIVERSITY COMMONS VI  
CONDOMINIUM ASSOCIATION.

[O2019-7510]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 grant of privilege in the public way for University Commons VI Condominium Association. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
Chairman.



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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on this item pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Alderman Burke's spouse has an ownership interest in a condominium at this location.

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to University Commons VI Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) landscapings on the public right-of-way for beautification purposes adjacent to its premises known as 1111 -- 1151 West 14<sup>th</sup> Place. Said landscaping at 1111 -- 1151 West 14<sup>th</sup> Place measures one (1) at six hundred twenty-one point four two (621.42) feet in length and thirty-five (35) feet in width for a total of twenty-one thousand seven hundred forty-nine point seven (21,749.7) square feet. Said landscaping at 1111 -- 1151 West 14<sup>th</sup> Place measures one (1) at ninety-six point six seven (96.67) feet in length and twenty (20) feet in width for a total of one thousand nine hundred thirty-three point four (1,933.4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141564 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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#### GRANTS OF PRIVILEGE IN PUBLIC WAY FOR 26-30 WEST HUBBARD LLC.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 for grants of privilege in the public way for 26-30 West Hubbard LLC. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
Chairman.



On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on these items pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months, Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the law firm represented the property owner within the preceding 12 months in property tax appeals at the Cook County Assessor, Cook County Board of Review, Illinois Property Tax Appeal Board, and the Circuit Court of Cook County relating to these properties.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*26-30 West Hubbard LLC.*  
(Ducts)

[O2019-7761]

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

SECTION 1. Permission and authority are hereby given and granted to 26-30 West Hubbard LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) ducts projecting over the public right-of-way adjacent to its premises known as 26 -- 30 West Hubbard Street. Said ducts at public alley measure two (2) at one point seven five (1.75) feet in length and one point seven five (1.75) feet in width for a total of six point one three (6.13) square feet. Said ducts at public alley measure two (2) at one (1) foot in length and three (3) feet in width for a total of six (6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141585 herein granted the sum of One Thousand Six Hundred and no/100 Dollars (\$1,600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 21, 2019.

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*26-30 West Hubbard LLC.*  
(Exterior Mount (Air Conditioning Unit))

[O2019-7763]

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

SECTION 1. Permission and authority are hereby given and granted to 26-30 West Hubbard LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) exterior mount (air conditioning unit) projecting over the public right-of-way adjacent to its premises known as 26 -- 30 West Hubbard Street. Said exterior mount (air conditioning unit) at public alley measures two point five (2.5) feet in length and four point one six (4.16) feet in width for a total of ten point four (10.4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141584 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after July 21, 2019.

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## GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 and substitute ordinances transmitted herewith for grants of privilege in the public way. These ordinances and substitute ordinances were referred to the committee on September 18 and October 10, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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):

*A Relaxed You, Inc.*

[O2019-7550]

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

SECTION 1. Permission and authority are hereby given and granted to A Relaxed You, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 11121 South Kedzie Avenue. Said sign structure measures as follows: along South Kedzie Avenue, at five (5) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141919 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 12, 2017.

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*A.P. Deli Restaurant Group, Inc.*

[O2019-7871]

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

SECTION 1. Permission and authority are hereby given and granted to A.P. Deli Restaurant Group, Inc., upon the terms and subject to the conditions of this



ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 10758 South Michigan Avenue. Said sign structures measure as follows: along South Michigan Avenue, two (2) at eleven point five eight (11.58) feet in length, three point four two (3.42) feet in height and nine (9) feet above grade level, one (1) at four point six seven (4.67) feet in length, three point seven five (3.75) feet in height and nine (9) feet above grade level and one (1) at eight (8) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139405 herein granted the sum of One Thousand and no/100 Dollars (\$1,000.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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AASJM, Inc.

[O2019-7547]

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

SECTION 1. Permission and authority are hereby given and granted to AASJM, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5400 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, at eight (8) feet in length, twenty-two point three three (22.33) feet in height and nine point five (9.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141939 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Aberdeen Owner LLC.*

[O2019-7614]

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

SECTION 1. Permission and authority are hereby given and granted to Aberdeen Owner LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) tree grates on the public right-of-way adjacent to its premises known as 740 North Aberdeen Street. Said tree grates at North Ogden Avenue measure five (5) at ten (10) feet in length and five (5) feet in width for a total of two hundred fifty (250) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139666 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*ADM Milling Company.*

[O2019-7616]

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

SECTION 1. Permission and authority are hereby given and granted to ADM Milling Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) switch track on the public right-of-way adjacent to its premises known as 1300 West Carroll Avenue. Said switch track at West Carroll Avenue measures sixty-six (66) feet in length and one (1) foot in width for a total of sixty-six (66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141841 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 12, 2019.



*Advanced Dermatology Center, S.C.*

[O2019-7540]

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

SECTION 1. Permission and authority are hereby given and granted to Advanced Dermatology Center, S.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) light fixtures projecting over the public right-of-way adjacent to its premises known as 2735 North Harlem Avenue. Said light fixtures at North Harlem Avenue measure six (6) at point eight three (.83) foot in length, two (2) feet in width and eighteen (18) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141191 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*AEB III Corporation.*

[O2019-7656]

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

SECTION 1. Permission and authority are hereby given and granted to AEB III Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) step on the public right-of-way adjacent to its premises known as 18 West Ontario Street. Said step at West Ontario Street measures eight point five eight (8.58) feet in length and point seven five (.75) foot in width for a total



of six point four four (6.44) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141849 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Algonquin Venture Real Estate LLC.*

[O2019-7688]

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

SECTION 1. Permission and authority are hereby given and granted to Algonquin Venture Real Estate LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 1135 West Sheridan Road. Said sign structures measure as follows: along West Sheridan Road, three (3) at eight point five (8.5) feet in length, one point six seven (1.67) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141706 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Allstate Insurance.*

[O2019-7692]

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

SECTION 1. Permission and authority are hereby given and granted to Allstate Insurance, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5245 North Clark Street. Said sign structure measures as follows: along North Clark Street, at three point five (3.5) feet in length, four (4) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1138298 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Amaru.*

[O2019-7292]

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

SECTION 1. Permission and authority are hereby given and granted to Amaru, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1904 West North Avenue. Said sign structure measures as follows: along West North Avenue, at three (3) feet in length, two (2) feet in height and eight (8) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141160 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Amish Custom Kitchens.*

[O2019-7586]

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

SECTION 1. Permission and authority are hereby given and granted to Amish Custom Kitchens, upon the terms and subject to the conditions of this ordinance, to maintain and



use, as now constructed, ten (10) light fixtures projecting over the public right-of-way adjacent to its premises known as 6756 North Harlem Avenue. Said light fixtures at North Harlem Avenue measure six (6) at point eight three (.83) foot in length, one point five (1.5) feet in width and eighteen (18) feet above grade level. Said light fixtures at North Harlem Avenue measure four (4) at point six seven (.67) foot in length, point nine two (.92) foot in width and six (6) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141450 herein granted the sum of One Hundred Twenty and no/100 Dollars (\$120.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Andersonville Chamber Of Commerce.*  
(5137 N. Clark St.)

[O2019-7679]

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

SECTION 1. Permission and authority are hereby given and granted to Andersonville Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) kiosk on the public right-of-way adjacent to its premises known as 5137 North Clark Street. Said kiosk at North Clark Street measures one (1) foot in length and two point five (2.5) feet in width for a total of two point five (2.5) square feet. Said kiosk shall have a height of approximately nine (9) feet, five (5) inches. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved



by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142154 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Andersonville Chamber Of Commerce.*  
(5624 N. Clark St.)

[O2019-7615]

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

SECTION 1. Permission and authority are hereby given and granted to Andersonville Chamber Of Commerce, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) kiosk on the public right-of-way adjacent to its premises known as 5624 North Clark Street. Said kiosk at North Clark Street measures one (1) foot in length and two point five (2.5) feet in width for a total of two point five (2.5) square feet. Said kiosk shall be approximately nine (9) feet, six (6) inches in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142152 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Animal Advocate Pet Hospital.*

[O2019-7880]

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

SECTION 1. Permission and authority are hereby given and granted to Animal Advocate Pet Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1061 West Jackson Boulevard. Said sign structure measures as follows: along West Jackson Boulevard, at twelve point six seven (12.67) feet in length, two point five (2.5) feet in height and ten point eight three (10.83) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139026 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Ann Taylor Store No. 1184.*

[O2019-7657]

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

SECTION 1. Permission and authority are hereby given and granted to Ann Taylor Store Number 1184, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 600 North Michigan Avenue. Said sign structure measures as follows: along North Michigan Avenue, one (1) at seventeen point four two (17.42) feet in length, one point three three (1.33) feet in height and eighteen point eight three (18.83) feet above grade level. Said sign structure measures as follows: along North Michigan Avenue, one (1) at six point one six (6.16) feet in length, point four six (.46) foot in height and seven point six seven (7.67) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142112 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 24, 2017.

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*Argo Tea.*  
(1 S. Franklin St.)

[O2019-7659]

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

SECTION 1. Permission and authority are hereby given and granted to Argo Tea, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs



projecting over the public right-of-way attached to its premises known as 1 South Franklin Street. Said sign structure measures as follows: along South Franklin Street, one (1) at nineteen point eight three (19.83) feet in length, one point seven nine (1.79) feet in height and ten point zero eight (10.08) feet above grade level. Said sign structure measures as follows: along West Madison Street, one (1) at nineteen point eight three (19.83) feet in length, one point seven nine (1.79) feet in height and ten point zero eight (10.08) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142185 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*Argo Tea.*  
(819 N. Rush St.)

[O2019-7660]

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

SECTION 1. Permission and authority are hereby given and granted to Argo Tea, upon the terms and subject to the conditions of this ordinance, to maintain and use five (5) signs projecting over the public right-of-way attached to its premises known as 819 North Rush Street. Said sign structures measure as follows: along North Rush Street, two (2) at thirteen point six seven (13.67) feet in length, two point five (2.5) feet in height and ten (10) feet above grade level. Said sign structures measure as follows: along East Pearson Street, two (2) at thirteen point six seven (13.67) feet in length, two point five (2.5) feet in height and ten (10) feet above grade level. Said sign structure measures as follows: along North Rush Street/East Pearson Street (corner), one (1) at three (3) feet



in length, ten (10) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142186 herein granted the sum of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2018.

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*Athena Flowers.*

[O2019-7592]

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

SECTION 1. Permission and authority are hereby given and granted to Athena Flowers, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6039 West Addison Street. Said sign structure measures as follows: along West Addison Street, at seven (7) feet in length, seven (7) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141946 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Austin Dollar Plus.*

[O2019-7888]

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

SECTION 1. Permission and authority are hereby given and granted to Austin Dollar Plus, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5961 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue, at thirty-five (35) feet in length, three (3) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142253 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after October 8, 2019.

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*Back Of The Yards Neighborhood Council.*

[O2019-7513]

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

SECTION 1. Permission and authority are hereby given and granted to Back of the Yards Neighborhood Council, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) fences on the public right-of-way adjacent to its premises known as 1751 West 47<sup>th</sup> Street. Existing fences/gates are used to secure the industrial area bounded by West 47<sup>th</sup> Street to the GT Railway tracks and South Kedzie Avenue to South Central Park Avenue during non-business hours. Said fence at West 47<sup>th</sup> Street at South St. Louis Avenue measures one (1) at twenty-six (26) feet in length and point zero eight (.08) foot in width for a total of two point zero eight (2.08) square feet. Said fence at West 48<sup>th</sup> Place west of South Kedzie Avenue measures one (1) at fifty-three (53) feet in length and point zero eight (.08) foot in width for a total of four point two four (4.24) square feet. Said fence at West 47<sup>th</sup> Place east of South Christiana Avenue measures one (1) at twenty-five (25) feet in length and point zero eight (.08) foot in width for a total of two (2) square feet. Said fence at West 47<sup>th</sup> Street at South Christiana Avenue measures one (1) at fifty-five (55) feet in length and point zero eight (.08) foot in width for a total of four point four (4.4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141910 herein granted the sum of One Thousand Six Hundred and no/100 Dollars (\$1,600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.



*Banana Glades LLC/24 South Morgan.*

[O2019-7529]

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

SECTION 1. Permission and authority are hereby given and granted to Banana Glades LLC/24 South Morgan, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) door swing on the public right-of-way adjacent to its premises known as 24 South Morgan Street. Said door swing at South Morgan Street measures nine (9) feet in length and three (3) feet in width for a total of twenty-seven (27) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142005 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.

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*Bandera.*

[O2019-7663]

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

SECTION 1. Permission and authority are hereby given and granted to Bandera, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 535 North Michigan Avenue. Said sign structure measures as follows: along North Michigan Avenue,



at fourteen point three three (14.33) feet in length, two point two five (2.25) feet in height and twenty-six (26) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142162 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 8, 2019.

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*Bank Of America.*

[O2019-7294]

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

SECTION 1. Permission and authority are hereby given and granted to Bank of America, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 230 West North Avenue. Said sign structure measures as follows: along West North Avenue, at fifteen (15) feet in length, two point one six (2.16) feet in height and ten point five (10.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140744 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Barton G-The Restaurant.*  
(Light Fixtures)

[O2019-7666]

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

SECTION 1. Permission and authority are hereby given and granted to Barton G-The Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fourteen (14) light fixtures projecting over the public right-of-way adjacent to its premises known as 415 North Dearborn Street. Said light fixtures at West Hubbard Street measure eight (8) at one point five (1.5) feet in length, two point five (2.5) feet in width and fifteen (15) feet above grade level. Said light fixtures at North Dearborn Street measure six (6) at one point five (1.5) feet in length, two point five (2.5) feet in width and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141595 herein granted the sum of One Hundred Forty and no/100 Dollars (\$140.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Barton G-The Restaurant.*  
(Staircase)

[O2019-7668]

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

SECTION 1. Permission and authority are hereby given and granted to Barton G-The Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) staircase on the public right-of-way adjacent to its premises known as 415 North Dearborn Street. Said staircase at alley (North Dearborn Street) measures five point eight three (5.83) feet in length and two point seven five (2.75) feet in width for a total of sixteen point zero three (16.03) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141597 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Batter & Berries LLC.*

[O2019-7625]

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

SECTION 1. Permission and authority are hereby given and granted to Batter & Berries LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) door swing on the public right-of-way adjacent to its premises known as 2748 North Lincoln Avenue. Said door swing at North Lincoln Avenue measures one (1) foot in length and two point five (2.5) feet in width for a total of two point five (2.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141745 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*Baxton Studio Furniture Outlet.*

[O2019-7889]

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

SECTION 1. Permission and authority are hereby given and granted to Baxton Studio Furniture Outlet, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1913 -- 1915 North Harlem Avenue. Said sign structure measures as follows: along North Harlem Avenue, at eighteen point two five (18.25) feet in length, four point eight three (4.83) feet in height and ten (10) feet above grade level. The location of



said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142004 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*BBU Spa.*

[O2019-7909]

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

SECTION 1. Permission and authority are hereby given and granted to BBU Spa, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3021 North Broadway. Said sign structure measures as follows: along North Broadway, at four (4) feet in length, two (2) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1131230 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Beat Kitchen.*

[O2019-7559]

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

SECTION 1. Permission and authority are hereby given and granted to Beat Kitchen, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eleven (11) light fixtures projecting over the public right-of-way adjacent to its premises known as 2100 West Belmont Avenue. Said light fixtures at West Belmont Avenue measure eleven (11) at point five (.5) foot in length, point three three (.33) foot in width and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141639 herein granted the sum of One Hundred Twenty-five and no/100 Dollars (\$125.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.



*The Belmont By Reside.*

[O2019-7595]

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

SECTION 1. Permission and authority are hereby given and granted to The Belmont by Reside, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) fire escapes projecting over the public right-of-way adjacent to its premises known as 3170 North Sheridan Road. Said fire escapes at North Sheridan Road measure two (2) at twenty-five (25) feet in length and five point eight three (5.83) feet in width for a total of two hundred ninety-one point five (291.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141846 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*Bertha's Hair Styling.*

[O2019-7669]

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

SECTION 1. Permission and authority are hereby given and granted to Bertha's Hair Styling, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 230 East Ohio Street. Said sign structure measures as follows: along East Ohio Street, at three (3) feet in length, three (3) feet in height and thirteen (13) feet above grade level.



The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140563 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Beverage Flavors International LLC.*

[O2019-7583]

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

SECTION 1. Permission and authority are hereby given and granted to Beverage Flavors International LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) planters on the public right-of-way for beautification purposes adjacent to its premises known as 3150 North Campbell Avenue. Said planters at North Campbell Avenue measure three (3) at three point five (3.5) feet in length and three point five (3.5) feet in width for a total of thirty-six point seven five (36.75) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141909 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Beverly Woods Restaurant.*

[O2019-7553]

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

SECTION 1. Permission and authority are hereby given and granted to Beverly Woods Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 11532 South Western Avenue. Said sign structure measures as follows: along South Western Avenue, at seventeen (17) feet in length, twelve (12) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142172 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after July 9, 2018.

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*Billy Goat Tavern & Grill.*

[O2019-7671]

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

SECTION 1. Permission and authority are hereby given and granted to Billy Goat Tavern & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 430 North Michigan Avenue. Said sign structure measures as follows: along on bridge between, North Rush Street and East Hubbard Street, at seventy (70) feet in length, two (2) feet in height and eighteen (18) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142000 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 11, 2018.



*Binny's Beverage Depot.*

[O2019-7902]

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

SECTION 1. Permission and authority are hereby given and granted to Binny's Beverage Depot, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 213 West Grand Avenue. Said sign structures measure as follows: along West Grand Avenue, one (1) at eight (8) feet in length, one point three three (1.33) feet in height and eleven (11) feet above grade level and one (1) at two (2) feet in length, eleven (11) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140853 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*The Blommer Chocolate Company.*  
(Fences)

[SO2019-7674]

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

SECTION 1. Permission and authority are hereby given and granted to The Blommer Chocolate Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) fences on the public right-of-way adjacent



to its premises known as 600 West Kinzie Street. Each such fence on North Jefferson Street, between West Hubbard Street and West Kinzie Street measures seventy-four (74) feet in length and point five (.5) foot in width for a total of seventy-four (74) square feet. Each fence may not exceed eight (8) feet in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to:

1. The provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago; and
2. The Commissioner of the City's Department of Transportation (the "Department") is authorized to enter into an operations agreement ("Operations Agreement") with the Grantee. The Operations Agreement shall be in a form reasonably acceptable to the City and shall include the following terms, as such terms may be amended by the Commissioner of the Department:
  - a. Grantee shall assign a dock manager, 24 hours per day to manage deliveries and pick-ups. The dock manager's phone number will be made available to City agencies for real-time assistance. For purposes of this Section 2.a., "dock manager" refers to the individual(s) who: (i) monitors and evaluates the safe and efficient loading and unloading process of freight; (ii) conducts daily inspections to ensure compliance with local, state, and federal safety regulations, as well as OSHA compliance; (iii) ensures that trailers are loaded correctly to ensure safe transport of freight; and, (iv) inspects trailers throughout the day for cleanliness and to ensure correct loading/unloading techniques are being used;
  - b. Grantee shall establish a staggered delivery schedule with trucks radioed in from off-site;
  - c. Truck staging shall not occur on the public right-of-way;
  - d. If there is a conflict and multiple trucks are on-site at once, trucks not making active deliveries/pick-ups should stage in Grantees' designated "Truck Staging Area" per diagram;
  - e. All deliveries must adhere to the Municipal Code of Chicago;
  - f. Grantee shall regrade and resurface West Hubbard Street, from North Desplaines Street to North Jefferson Street, to facilitate improved operations on West Hubbard Street;



- g. Grantee shall establish a timeline for removal of tanks and delivery infrastructure from West Kinzie Street and North Desplaines Street frontages, and relocation to North Jefferson Street. Grantee shall provide the timeline for the removal of such tanks and delivery infrastructure prior to a vacation, if any, of West Hubbard Street and North Jefferson Street; and
- h. Grantee shall meet with City representatives upon their request for the purpose of reviewing Grantee's compliance with the Operations Agreement. The City, at its sole discretion, may revoke the grants of privilege set forth herein, if Grantee fails to comply with the Operations Agreement.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142218 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after the effective date of the Operations Agreement.

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*The Blommer Chocolate Company.*  
(Occupation Of Space)

[SO2019-7675]

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

SECTION 1. Permission and authority are hereby given and granted to The Blommer Chocolate Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) occupation of space on the public right-of-way adjacent to its premises known as 600 West Kinzie Street. Said occupation of space at North Jefferson Street, between West Hubbard Street and West Kinzie Street measures one hundred eighty-two (182) feet in length and seventy-one point seven five (71.75) feet in width for a total of thirteen thousand fifty-eight point five (13,058.5) square feet. Said occupation of space shall be used for the loading and offloading of cocoa beans. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).



This grant of privilege in the public way shall be subject to:

1. The provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago; and
2. The Commissioner of the City's Department of Transportation (the "Department") is authorized to enter into an operations agreement ("Operations Agreement") with the Grantee. The Operations Agreement shall be in a form reasonably acceptable to the City and shall include the following terms, as such terms may be amended by the Commissioner of the Department:
  - a. Grantee shall assign a dock manager, 24 hours per day to manage deliveries and pick-ups. The dock manager's phone number will be made available to City agencies for real-time assistance. For purposes of this Section 2.a., "dock manager" refers to the individual(s) who: (i) monitors and evaluates the safe and efficient loading and unloading process of freight; (ii) conducts daily inspections to ensure compliance with local, state, and federal safety regulations, as well as OSHA compliance; (iii) ensures that trailers are loaded correctly to ensure safe transport of freight; and, (iv) inspects trailers throughout the day for cleanliness and to ensure correct loading/unloading techniques are being used;
  - b. Grantee shall establish a staggered delivery schedule with trucks radioed in from off-site;
  - c. Truck staging shall not occur on the public right-of-way;
  - d. If there is a conflict and multiple trucks are on-site at once, trucks not making active deliveries/pick-ups should stage in Grantees' designated "Truck Staging Area" per diagram;
  - e. All deliveries must adhere to the Municipal Code of Chicago;
  - f. Grantee shall regrade and resurface West Hubbard Street, from North Desplaines Street to North Jefferson Street, to facilitate improved operations on West Hubbard Street;
  - g. Grantee shall establish a timeline for removal of tanks and delivery infrastructure from West Kinzie Street and North Desplaines Street frontages, and relocation to North Jefferson Street. Grantee shall provide the timeline for the removal of such tanks and delivery infrastructure prior to a vacation, if any, of West Hubbard Street and North Jefferson Street; and
  - h. Grantee shall meet with City representatives upon their request for the purpose of reviewing Grantee's compliance with the Operations Agreement.



The City, at its sole discretion, may revoke the grants of privilege set forth herein, if Grantee fails to comply with the Operations Agreement.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142217 herein granted the sum of Thirty-nine Thousand Nine Hundred Fifty-nine and no/100 Dollars (\$39,959.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after the effective date of the Operations Agreement.

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*Board Of Trustees, University Of Illinois.*

[O2019-7531]

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

SECTION 1. Permission and authority are hereby given and granted to Board of Trustees, University of Illinois, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) bollards on the public right-of-way adjacent to its premises known as 940 West Harrison Street. Said bollards at South Morgan Street measure two (2) at eight (8) feet in length and three (3) feet in width for a total of forty-eight (48) square feet, two (2) at eight (8) feet in length and three (3) feet in width for a total of forty-eight (48) square feet and one (1) at eight (8) feet in length and three (3) feet in width for a total of twenty-four (24) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141082 herein granted the sum of Three Hundred Seventy-five and no/100 Dollars (\$375.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Bob's Discount Furniture.*

[O2019-7872]

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

SECTION 1. Permission and authority are hereby given and granted to Bob's Discount Furniture, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 639 West Roosevelt Road. Said sign structure measures as follows: along West Roosevelt Road, one (1) at twenty-six point five (26.5) feet in length, two point eight three (2.83) feet in height and thirty point two five (30.25) feet above grade level. Said sign structure measures as follows: along West Roosevelt Road, one (1) at thirty-two point five (32.5) feet in length, three point six seven (3.67) feet in height and thirty-two point five (32.5) feet above grade level. Said sign structure measures as follows: along West Roosevelt Road, one (1) at thirteen point two five (13.25) feet in length, seven point two five (7.25) feet in height and forty-one (41) feet above grade level. Said sign structure measures as follows: along West Roosevelt Road, one (1) at two (2) feet in length, one point three three (1.33) feet in height and five (5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141652 herein granted the sum of One Thousand and no/100 Dollars (\$1,000.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Boost Mobile.*

[O2019-7515]

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

SECTION 1. Permission and authority are hereby given and granted to Boost Mobile, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4195 South Archer Avenue. Said sign structure measures as follows: along South Archer Avenue, at thirteen point zero eight (13.08) feet in length, three point three three (3.33) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1132936 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Broadway Cellars.*

[O2019-7677]

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

SECTION 1. Permission and authority are hereby given and granted to Broadway Cellars, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 5900 North Broadway. Said planters at North Broadway measure two (2) at two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of ten point one three (10.13) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141671 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Broadway Loan Company.*

[O2019-7678]

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

SECTION 1. Permission and authority are hereby given and granted to Broadway Loan Company, upon the terms and subject to the conditions of this ordinance, to maintain and



use one (1) sign projecting over the public right-of-way attached to its premises known as 22 East Adams Street. Said sign structure measures as follows: along East Adams Street, at sixteen (16) feet in length, six (6) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140083 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Brother's 7 Food And Liquor.*

[O2019-7538]

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

SECTION 1. Permission and authority are hereby given and granted to Brother's 7 Food and Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 3034 West Roosevelt Road. Said security cameras at West Roosevelt Road measure two (2) at point five (.5) foot in length, four (4) feet in width and twenty-four (24) feet above grade level. Said security cameras at South Whipple Street measure two (2) at point five (.5) foot in length, point five (.5) foot in width and twenty-four (24) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141123 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Bryn Mawr Sheridan.*

[O2019-7682]

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

SECTION 1. Permission and authority are hereby given and granted to Bryn Mawr Sheridan, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) roof eaves projecting over the public right-of-way adjacent to its premises known as 5556 North Sheridan Road. Said roof eaves at West Bryn Mawr Avenue measure one (1) at nineteen (19) feet in length and one point three three (1.33) feet in width for a total of twenty-five point two seven (25.27) square feet. Existing roof eave is approximately sixty-six (66) feet above grade level; one (1) at thirty-nine point two five (39.25) feet in length and one point three three (1.33) feet in width for a total of fifty-two point two (52.2) square feet. Existing roof eave is approximately sixty-six (66) feet above grade level and one (1) at eighteen point four one (18.41) feet in length and one point zero eight (1.08) feet in width for a total of nineteen point eight eight (19.88) square feet. Existing roof eave is approximately sixty-six (66) feet above grade level. Said roof eaves at North Sheridan Road measure one (1) at twelve point seven five (12.75) feet in length and one point five (1.5) feet in width for a total of nineteen point one three (19.13) square feet. Existing roof eave is approximately sixty-six (66) feet above grade level; one (1) at eighteen (18) feet in length and one (1) foot in width for a total of eighteen (18) square feet. Existing roof eave is approximately sixty-six (66) feet above grade level and one (1) at thirty-nine point two five (39.25) feet in length and one (1) foot in width for a total of thirty-nine point two five (39.25) square feet. Existing roof eave is approximately sixty-six (66) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142007 herein granted the sum of Two Thousand Four Hundred and no/100 Dollars (\$2,400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 31, 2019.

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*Capital One Cafe.*

[O2019-7392]

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

SECTION 1. Permission and authority are hereby given and granted to Capital One Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1465 East 53<sup>rd</sup> Street. Said sign structure measures as follows: along South Harper Avenue, one (1) at one point two five (1.25) feet in length, one (1) foot in height and nine (9) feet above grade level. Said sign structure measures as follows: along East 53<sup>rd</sup> Street, one (1) at one point two five (1.25) feet in length, one (1) foot in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139659 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Carniceria La Villa No. 2.*  
(Privilege No. 1140544)

[O2019-7893]

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

SECTION 1. Permission and authority are hereby given and granted to Carniceria La Villa Number 2, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5800 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at eight point three three (8.33) feet in length, two point five eight (2.58) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140544 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Carniceria La Villa No. 2.*  
(Privilege No. 1140545)

[O2019-7894]

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

SECTION 1. Permission and authority are hereby given and granted to Carniceria La Villa Number 2, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5800 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at forty (40) feet in length, two (2) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140545 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Cascade Investments LLC.*

[O2019-7596]

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

SECTION 1. Permission and authority are hereby given and granted to Cascade Investments LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 3000 -- 3002 North Sheffield Avenue.



Said fire escape at West Wellington Avenue measures thirty-six (36) feet in length and three (3) feet in width for a total of one hundred eight (108) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141907 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Cash America Pawn/Gold Star Jewelry & Coin.*

[O2019-7703]

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

SECTION 1. Permission and authority are hereby given and granted to Cash America Pawn/Gold Star Jewelry & Coin, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7046 North Clark Street. Said sign structure measures as follows: along North Clark Street, at seventeen point five (17.5) feet in length, five point four two (5.42) feet in height and seventeen point five (17.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141298 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*CBA, Small Business Development, Inc.*  
(8201 S. Cottage Grove Ave.)

[O2019-7468]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) trash container on the public right-of-way adjacent to its premises known as 8201 South Cottage Grove Avenue. Said trash container at South Cottage Grove Avenue measures one (1) foot in length and two point six seven (2.67) feet in width for a total of two point six seven (2.67) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141683 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after February 5, 2019.

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*CBA, Small Business Development, Inc.*  
(8539 S. Cottage Grove Ave.)

[O2019-7464]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 8539 South Cottage Grove Avenue. Said planters at South Cottage Grove Avenue measure two (2) at two (2) feet in length and one point one six (1.16) feet in width for a total of four point six four (4.64) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141728 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*CBA, Small Business Development, Inc.*  
(8686 S. Cottage Grove Ave.)

[O2019-7450]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) trash container on the public right-of-way adjacent to its premises known as 8686 South Cottage Grove Avenue. Said trash container at South Cottage Grove Avenue measures one (1) foot in length and two point six seven (2.67) feet in width for a total of two point six seven (2.67) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141703 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 5, 2019.

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*CBA, Small Business Development, Inc.*  
(9019 S. Cottage Grove Ave.)

[O2019-7473]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) trash container on the public



right-of-way adjacent to its premises known as 9019 South Cottage Grove Avenue. Said trash container at South Cottage Grove Avenue measures one (1) foot in length and two point six seven (2.67) feet in width for a total of two point six seven (2.67) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141682 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 5, 2019.

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*CBA, Small Business Development, Inc.*  
(215 E. 75<sup>th</sup> St.)

[O2019-7440]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 215 East 75<sup>th</sup> Street. Said planters at East 75<sup>th</sup> Street measure two (2) at two (2) feet in length and one point one six (1.16) feet in width for a total of four point six four (4.64) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141679 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*CBA, Small Business Development, Inc.*  
(302 E. 75<sup>th</sup> St.)

[O2019-7452]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) trash container on the public right-of-way adjacent to its premises known as 302 East 75<sup>th</sup> Street. Said trash container at East 75<sup>th</sup> Street measures one (1) foot in length and two point six seven (2.67) feet in width for a total of two point six seven (2.67) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141704 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 5, 2019.

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*CBA, Small Business Development, Inc.*  
(457 E. 75<sup>th</sup> St.)

[O2019-7442]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 457 East 75<sup>th</sup> Street. Said planter at East 75<sup>th</sup> Street measures one (1) foot in length and four (4) feet in width for a total of four (4) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142054 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2019.



*CBA, Small Business Development, Inc.*  
(511 E. 75<sup>th</sup> St.)

[O2019-7443]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 511 East 75<sup>th</sup> Street. Said planters at East 75<sup>th</sup> Street measure two (2) at one (1) foot in length and four (4) feet in width for a total of eight (8) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142051 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2019.

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*CBA, Small Business Development, Inc.*  
(555 E. 75<sup>th</sup> St.)

[O2019-7445]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 555 East 75<sup>th</sup>



Street. Said planters at East 75<sup>th</sup> Street measure two (2) at one (1) foot in length and four (4) feet in width for a total of eight (8) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142053 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2019.

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*CBA, Small Business Development, Inc.*  
(647 E. 75<sup>th</sup> St.)

[O2019-7446]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 647 East 75<sup>th</sup> Street. Said planter at East 75<sup>th</sup> Street measures one (1) foot in length and four (4) feet in width for a total of four (4) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142050 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2019.

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*CBA, Small Business Development, Inc.*  
(792 E. 75<sup>th</sup> St.)

[O2019-7454]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) trash container on the public right-of-way adjacent to its premises known as 792 East 75<sup>th</sup> Street. Said trash container at East 75<sup>th</sup> Street measures one (1) foot in length and two point six seven (2.67) feet in width for a total of two point six seven (2.67) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141705 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 5, 2019.

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*CBA, Small Business Development, Inc.*  
(700 E. 79<sup>th</sup> St.)

[O2019-7448]

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

SECTION 1. Permission and authority are hereby given and granted to CBA, Small Business Development, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) planters on the public right-of-way for beautification purposes adjacent to its premises known as 700 East 79<sup>th</sup> Street. Said planters at East 79<sup>th</sup> Street measure three (3) at two (2) feet in length and one point one six (1.16) feet in width for a total of six point nine six (6.96) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141681 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*CC Industries, Inc.*  
(Flagpole)

[O2019-7680]

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

SECTION 1. Permission and authority are hereby given and granted to CC Industries, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) flagpole projecting over the public right-of-way adjacent to its premises known as 168 North Clinton Street. Said flagpole at North Clinton Street measures ten (10) feet in length and one (1) foot in width for a total of ten (10) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141992 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*CC Industries, Inc.*  
(Handicap Ramp)

[O2019-7683]

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

SECTION 1. Permission and authority are hereby given and granted to CC Industries, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) handicap ramp on the public right-of-way adjacent to its premises known as 168 North Clinton Street. Said handicap ramp at North Clinton Street



measures thirty-four point seven five (34.75) feet in length and three point five (3.5) feet in width for a total of one hundred twenty-one point six three (121.63) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Mayor's Office for People with Disabilities.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141993 herein granted the sum of One Thousand Three Hundred Forty and no/100 Dollars (\$1,340.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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*Celeste & Disco.*

[O2019-7684]

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

SECTION 1. Permission and authority are hereby given and granted to Celeste & Disco, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 111 West Hubbard Street. Said security cameras at West Hubbard Street measure two (2) at point five (.5) foot in length, point six seven (.67) foot in width and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141747 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Cermak & Wabash Currency Exchange.*

[O2019-7336]

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

SECTION 1. Permission and authority are hereby given and granted to Cermak & Wabash Currency Exchange, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 67 East Cermak Road. Said sign structures measure as follows: along East Cermak Road, one (1) at ten (10) feet in length, one point six seven (1.67) feet in height and ten (10) feet above grade level and one (1) at two (2) feet in length, two (2) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140292 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Matt Cerney.*

[O2019-7314]

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

SECTION 1. Permission and authority are hereby given and granted to Matt Cerney, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bay window projecting over the public right-of-way adjacent to its premises known as 2112 West Le Moyne Street. Said bay window at West Le Moyne Street measures eleven point one (11.1) feet in length and twenty-four point one four (24.14) feet in width for a total of two hundred sixty-seven point nine five (267.95) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141667 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Chicago Avenue Salon Ltd.*

[O2019-7244]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Avenue Salon Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1941 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue, at six (6) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142075 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Chicago Car Center.*

[O2019-7876]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Car Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4637 -- 4647 South Kedzie Avenue. Said sign structure measures as follows: along South Kedzie Avenue, at seven (7) feet in length, four (4) feet in height and fourteen (14)



feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140901 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Chicago Charter School Foundation.*

[O2019-7517]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Charter School Foundation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bridge projecting over the public right-of-way adjacent to its premises known as 1816 West Garfield Boulevard. Said bridge measures twenty (20) feet in length and six (6) feet in width for a total of one hundred twenty (120) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140506 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 5, 2013.

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*Chicago Tribune Company.*

[O2019-7618]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Tribune Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) occupations of space used for parking, storage and staging of their newspapers manufacturing on the public right-of-way adjacent to its premises known as 777 West Chicago Avenue. Said occupation of space at West Chicago Avenue measures one (1) at eighty-seven point four two (87.42) feet in length and thirty-three (33) feet in width for a total of two thousand eight hundred eighty-four point eight six (2,884.86) square feet. Said occupation of space at West Chicago Avenue measures one (1) at seventy-eight point four two (78.42) feet in length and thirty-three (33) feet in width for a total of two thousand five hundred eighty-seven point eight six (2,587.86) square feet. Said occupation of space at West Chicago Avenue measures one (1) at fifty-three (53) feet in length and thirty-three (33) feet in width for a total of one thousand seven hundred forty-nine (1,749) square feet. Said occupation of space at West Chicago Avenue measures one (1) at sixty-three (63) feet in length and thirty-three (33) feet in width for a total of two thousand seventy-nine (2,079) square feet. Said occupation of space at West Chicago Avenue measures one (1) at seventy-seven point four two (77.42) feet in length and thirty-three (33) feet in width for a total of two thousand five hundred fifty-four point eight six (2,554.86) square feet. Said occupation of space at North Halsted Street measures one (1) at fifty-seven (57) feet in length and eighty-five (85) feet in width for a total of four thousand eight hundred forty-five (4,845) square feet. Said occupation of space at North Halsted Street measures one (1) at fifty-eight point four two (58.42) feet in length and ninety-one (91) feet in width for a total of five thousand three hundred sixteen point two two (5,316.22) square feet. Said occupation of space at North Halsted Street measures one (1) at fifty (50) feet in length and ninety-one (91) feet in width for a total of



four thousand five hundred fifty (4,550) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141434 herein granted the sum of Six Thousand Four Hundred Sixty-three and no/100 Dollars (\$6,463.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 7, 2019.

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*Children's Academy Of North Shore Ltd.*

[O2019-7707]

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

SECTION 1. Permission and authority are hereby given and granted to Children's Academy of North Shore Ltd., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) bicycle rack on the public right-of-way adjacent to its premises known as 1225 West Morse Avenue. Said bicycle rack at West Morse Avenue measures two point three three (2.33) feet in length and two point nine one (2.91) feet in width for a total of six point seven eight (6.78) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140332 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Chipotle Mexican Grill No. 3433.*

[O2019-7597]

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

SECTION 1. Permission and authority are hereby given and granted to Chipotle Mexican Grill Number 3433, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1025 West Addison Street. Said sign structure measures as follows: along West Addison Street, at two (2) feet in length, two (2) feet in height and twelve point one six (12.16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141592 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Chop Suey King.*

[O2019-7548]

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

SECTION 1. Permission and authority are hereby given and granted to Chop Suey King, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3135 North Cicero Avenue. Said sign structure measures as follows: along North Cicero Avenue, at six point six seven (6.67) feet in length, eight point one seven (8.17) feet in height and fourteen point three three (14.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140905 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Chopin Theatre, Inc.*  
(Door Swing)

[O2019-7169]

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

SECTION 1. Permission and authority are hereby given and granted to Chopin Theatre, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) door swing on the public right-of-way adjacent to its premises known as 1541 -- 1543 West Division Street. Said door swing at public alley measures three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141853 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Chopin Theatre, Inc.*  
(Fire Escape)

[O2019-7232]

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

SECTION 1. Permission and authority are hereby given and granted to Chopin Theatre, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 1541 -- 1543 West Division Street. Said fire escape at public alley



measures sixteen (16) feet in length and three (3) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141854 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Chuck's Pizza.*

[O2019-7554]

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

SECTION 1. Permission and authority are hereby given and granted to Chuck's Pizza, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 10121 South Western Avenue. Said sign structure measures as follows: along South Western Avenue, at four point zero eight (4.08) feet in length, six (6) feet in height and nine point nine one (9.91) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141988 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 8, 2018.

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*Clark Street Ale House.*

[O2019-7234]

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

SECTION 1. Permission and authority are hereby given and granted to Clark Street Ale House, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 742 North Clark Street. Said security cameras at North Clark Street measure two (2) at point five (.5) foot in length, point five (.5) foot in width and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141768 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after January 13, 2019.

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*Club Lago.*

[O2019-7686]

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

SECTION 1. Permission and authority are hereby given and granted to Club Lago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) vault under the public right-of-way adjacent to its premises known as 331 West Superior Street. Said vault at West Superior Street measures three point five eight (3.58) feet in length and four (4) feet in width for a total of fourteen point three two (14.32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141672 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Cosmetic Auto Trim & Glass, Inc.*

[O2019-7897]

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

SECTION 1. Permission and authority are hereby given and granted to Cosmetic Auto Trim & Glass, Inc., upon the terms and subject to the conditions of this ordinance, to



maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6166 North Northwest Highway. Said sign structure measures as follows: along North Northwest Highway, at twenty-seven (27) feet in length, two point five (2.5) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141962 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Crio Restaurant.*

[O2019-7561]

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

SECTION 1. Permission and authority are hereby given and granted to Crio Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2506 -- 2508 North Clybourn Avenue. Said sign structure measures as follows: along North Clybourn Avenue, at four (4) feet in length, eight (8) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140815 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Damen 4 Management Of Illinois LLC.*

[O2019-7868]

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

SECTION 1. Permission and authority are hereby given and granted to Damen 4 Management of Illinois LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1335 South Michigan Avenue. Said sign structure measures as follows: along South Michigan Avenue, at three (3) feet in length, three point eight three (3.83) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140834 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*dd's Discounts.*

[O2019-7647]

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

SECTION 1. Permission and authority are hereby given and granted to dd's Discounts, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 3925 North Cicero Avenue. Said sign structures measure as follows: along North Cicero Avenue, two (2) at twenty-nine point nine two (29.92) feet in length, seven point three seven (7.37) feet in height and twelve (12) feet above grade level and two (2) at four (4) feet in length, twelve point six seven (12.67) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141860 herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Dinkel's Bakery, Inc.*

[O2019-7681]

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

SECTION 1. Permission and authority are hereby given and granted to Dinkel's Bakery, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 3329 North Lincoln Avenue. Said banner at North Lincoln Avenue measures three point five (3.5) feet in length and three point nine two (3.92) feet in width for a total of thirteen point seven two (13.72) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141762 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Distilled Chicago.*  
(Flagpoles)

[O2019-7235]

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

SECTION 1. Permission and authority are hereby given and granted to Distilled Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) flagpoles projecting over the public right-of-way adjacent to its premises known as 1480 West Webster Avenue. Said flagpoles at West Webster Avenue



measure two (2) at six (6) feet in length and five (5) feet in width for a total of sixty (60) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141199 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Distilled Chicago.*  
(Sign)

[O2019-7298]

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

SECTION 1. Permission and authority are hereby given and granted to Distilled Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1480 West Webster Avenue. Said sign structure measures as follows: along West Webster Avenue, at three (3) feet in length, ten (10) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141198 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Dollar General No. 20597.*

[O2019-7532]

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

SECTION 1. Permission and authority are hereby given and granted to Dollar General Number 20597, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7443 South Racine Avenue. Said sign structure measures as follows: along South Racine Avenue, at twenty-six (26) feet in length, three point seven five (3.75) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141662 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Domino's.*

[O2019-7588]

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

SECTION 1. Permission and authority are hereby given and granted to Domino's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5410 West Devon Avenue. Said sign structure measures as follows: along West Devon Avenue, at seventeen point four two (17.42) feet in length, two point five (2.5) feet in height and twelve point five (12.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142031 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*DryHop Brewers.*

[O2019-7599]

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

SECTION 1. Permission and authority are hereby given and granted to DryHop Brewers, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3155 -- 3159 North Broadway. Said sign structure measures as follows: along North Broadway, at three (3) feet in length, three (3) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141363 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Dynaprop XVIII:State Street LLC.*

[O2019-7338]

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

SECTION 1. Permission and authority are hereby given and granted to Dynaprop XVIII:State Street LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1900 South State Street. Said sign structure measures as follows:



along 1927 South Dearborn Street, at three point nine five (3.95) feet in length, six point five (6.5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141930 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*East Bank Storage-Ohio & Kingsbury.*  
(Fire Escape)

[O2019-7690]

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

SECTION 1. Permission and authority are hereby given and granted to East Bank Storage-Ohio & Kingsbury, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 429 West Ohio Street. Said fire escape at West Ohio Street measures thirty (30) feet in length and six (6) feet in width for a total of one hundred eighty (180) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141780 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*East Bank Storage-Ohio & Kingsbury.*  
(Security Camera)

[O2019-7691]

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

SECTION 1. Permission and authority are hereby given and granted to East Bank Storage-Ohio & Kingsbury, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) security camera projecting over the public right-of-way for security purposes adjacent to its premises known as 429 West Ohio Street. Said security camera at West Ohio Street measures point six seven (.67) foot in length, point five (.5) foot in width and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141779 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*East Bellevue Owner LLC.*  
(Caissons)

[O2019-7695]

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

SECTION 1. Permission and authority are hereby given and granted to East Bellevue Owner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) caissons under the public right-of-way adjacent to its premises known as 21 East Bellevue Place. Said caisson at North Rush Street measures one (1) at eighty-six (86) feet in length and fourteen point seven five (14.75) feet in width for a total of one thousand two hundred sixty-eight point five (1,268.5) square feet. Said caisson at East Bellevue Place measures one (1) at one hundred thirty-four point eight four (134.84) feet in length and twenty-one point eight five (21.85) feet in width for a total of two thousand nine hundred forty-six point two five (2,946.25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141722 herein granted the sum of Two Thousand Seven Hundred Thirty-three and no/100 Dollars (\$2,733.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 24, 2017.



*East Bellevue Owner LLC.*  
(Vault)

[O2019-7699]

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

SECTION 1. Permission and authority are hereby given and granted to East Bellevue Owner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) vault under the public right-of-way adjacent to its premises known as 21 East Bellevue Place. Said vault at East Bellevue Place measures one hundred fifty (150) feet in length and twenty-two (22) feet in width for a total of three thousand three hundred (3,300) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141721 herein granted the sum of Seven Thousand One Hundred Twenty-eight and no/100 Dollars (\$7,128.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 24, 2017.

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*East-West University.*

[O2019-7358]

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

SECTION 1. Permission and authority are hereby given and granted to East-West University, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 829 South Wabash Avenue. Said planters at



South Wabash Avenue measure one (1) at thirty (30) feet in length and six point five (6.5) feet in width for a total of one hundred ninety-five (195) square feet and one (1) at twenty (20) feet in length and sixty-five (65) feet in width for a total of one thousand three hundred (1,300) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141979 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 12, 2017.

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*Eddie V's Wild Fish.*

[O2019-7701]

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

SECTION 1. Permission and authority are hereby given and granted to Eddie V's Wild Fish, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 521 North Rush Street. Said sign structure measures as follows: along East Grand Avenue, at one point three three (1.33) feet in length, eight (8) feet in height and seventeen point three three (17.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142048 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 24, 2018.

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*Electric Hotel.*

[O2019-7623]

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

SECTION 1. Permission and authority are hereby given and granted to Electric Hotel, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) duct projecting over the public right-of-way adjacent to its premises known as 222 West Ontario Street. Said duct at West Ontario Street measures two point five (2.5) feet in length and one point six seven (1.67) feet in width for a total of four point one eight (4.18) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141767 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 5, 2019.

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*Elvis Beauty Salon And Spa LLC.*

[O2019-7879]

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

SECTION 1. Permission and authority are hereby given and granted to Elvis Beauty Salon and Spa LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4210 West 26<sup>th</sup> Street. Said sign structure measures as follows: along West 26<sup>th</sup> Street, at ten (10) feet in length, four (4) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142234 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.



*Engel & Volkers.*

[O2019-7627]

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

SECTION 1. Permission and authority are hereby given and granted to Engel & Volkers, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 2401 North Clark Street. Said sign structures measure as follows: along North Clark Street, three (3) at twelve (12) feet in length, one point five eight (1.58) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141049 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Epic Stylz.*

[O2019-7541]

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

SECTION 1. Permission and authority are hereby given and granted to Epic Stylz, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 330 North Central Avenue. Said sign structure measures as follows: along North Central Avenue, at seven (7) feet in length, four (4) feet in height and twelve (12) feet above grade level.



The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1127473 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Esencia Urban Kitchen.*

[O2019-7600]

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

SECTION 1. Permission and authority are hereby given and granted to Esencia Urban Kitchen, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) door swing on the public right-of-way adjacent to its premises known as 3351 North Broadway. Said door swing at West Roscoe Street measures one (1) foot in length and two point seven five (2.75) feet in width for a total of two point seven five (2.75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142065 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 26, 2018.

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*Estrella Negra.*

[O2019-7563]

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

SECTION 1. Permission and authority are hereby given and granted to Estrella Negra, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2346 West Fullerton Avenue. Said sign structure measures as follows: along West Fullerton Avenue, at four (4) feet in length, five (5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140851 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Eyeconic.*

[O2019-7300]

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

SECTION 1. Permission and authority are hereby given and granted to Eyeconic, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1647 North Damen Avenue. Said sign structure measures as follows: along North Damen Avenue, one (1) at seven (7) feet in length, two point five (2.5) feet in height and ten point eight three (10.83) feet above grade level. Said sign structure measures as follows: along North Damen Avenue, one (1) at one point three three (1.33) feet in length, one point three three (1.33) feet in height and eleven point zero eight (11.08) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141730 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Fairfield Inn.*

[O2019-7702]

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

SECTION 1. Permission and authority are hereby given and granted to Fairfield Inn, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 216 East Ontario Street. Said bay windows at East Ontario Street measure two (2) at twenty-seven point eight (27.8) feet in length and four point one (4.1) feet in width for a total of two hundred twenty-seven point nine six (227.96) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141688 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 10, 2019.

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*Family Dollar No. 3895.*

[O2019-7457]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Number 3895, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6611 South Halsted Street. Said sign structure measures as follows: along



South Halsted Street, at twelve (12) feet in length, ten (10) feet in height and thirteen point three three (13.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141950 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Family Dollar No. 5002.*

[O2019-7542]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Number 5002, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire shutter projecting over the public right-of-way adjacent to its premises known as 100 South Laramie Avenue. Said fire shutter at South Laramie Avenue measures twenty-three point zero eight (23.08) feet in length and point seven five (.75) foot in width for a total of seventeen point three one (17.31) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141778 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Family Dollar No. 6083.*

[O2019-7364]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Number 6083, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) sliding security gate projecting over the public right-of-way adjacent to its premises known as 4425 South Cottage Grove Avenue. Said sliding security gate at South Cottage Grove Avenue measures four point five (4.5) feet in length and one point six seven (1.67) feet in width for a total of seven point five two (7.52) square feet. Existing sliding security gate is approximately nine point five eight (9.58) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141713 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Family Dollar No. 7726.*

[O2019-7881]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Number 7726, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3217 West North Avenue. Said sign structure measures as follows: along West North Avenue, one (1) at twenty-one point five (21.5) feet in length, two point nine two (2.92) feet in height and ten point five (10.5) feet above grade level. Said sign structure measures as follows: along West North Avenue, one (1) at five point zero eight (5.08) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142213 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.



*Family Dollar Store No. 6944.*

[O2019-7535]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Store Number 6944, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire shutter projecting over the public right-of-way adjacent to its premises known as 2610 West 71<sup>st</sup> Street. Said fire shutter at West 71<sup>st</sup> Street measures nine point five (9.5) feet in length and one point eight three (1.83) feet in width for a total of seventeen point three nine (17.39) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142061 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Family Dollar Store No. 7057.  
(Light Fixtures)*

[O2019-7519]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Store Number 7057, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 1615 West 59<sup>th</sup> Street. Said light fixtures at



West 59<sup>th</sup> Street measure two (2) at one (1) foot in length, point five (.5) foot in width and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141995 herein granted the sum of Eighty and no/100 Dollars (\$80.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*Family Dollar Store No. 7057.*  
(Sliding Security Gates)

[O2019-7520]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Store Number 7057, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) sliding security gates projecting over the public right-of-way adjacent to its premises known as 1615 West 59<sup>th</sup> Street. Said sliding security gates at West 59<sup>th</sup> Street measure one (1) at nine point seven five (9.75) feet in length and one point one seven (1.17) feet in width for a total of eleven point four one (11.41) square feet. Existing sliding security gate is approximately eleven point five eight (11.58) feet above grade level; one (1) at six (6) feet in length and one point one seven (1.17) feet in width for a total of seven point zero two (7.02) square feet. Existing sliding security gate is approximately nine point six seven (9.67) feet above grade level and one (1) at seven point seven five (7.75) feet in length and one point three three (1.33) feet in width for a total of ten point three one (10.31) square feet. Existing sliding security gate is approximately ten point four two (10.42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the



Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141996 herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*FFC-Old Town.*

[O2019-7303]

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

SECTION 1. Permission and authority are hereby given and granted to FFC-Old Town, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) banners projecting over the public right-of-way adjacent to its premises known as 1235 North LaSalle Drive. Said banners at North LaSalle Drive measure two (2) at two (2) feet in length and twelve (12) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142071 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 12, 2018.

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*Fifth Third Bank.*

[O2019-7302]

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

SECTION 1. Permission and authority are hereby given and granted to Fifth Third Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 837 West North Avenue. Said planter at North Dayton Street measures forty (40) feet in length and five (5) feet in width for a total of two hundred (200) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141906 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 1, 2019.



*Fireside Bowl, Inc.*

[O2019-7865]

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

SECTION 1. Permission and authority are hereby given and granted to Fireside Bowl, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2646 West Fullerton Avenue. Said sign structure measures as follows: along West Fullerton Avenue, one (1) at four (4) feet in length, fifteen (15) feet in height and fifteen point four two (15.42) feet above grade level. Said sign structure measures as follows: along West Fullerton Avenue, one (1) at ten (10) feet in length, four (4) feet in height and nine point four two (9.42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142224 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*The Fishguy Market.*

[O2019-7610]

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

SECTION 1. Permission and authority are hereby given and granted to The Fishguy Market, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) planters on the public right-of-way for beautification



purposes adjacent to its premises known as 4423 North Elston Avenue. Said planters at North Elston Avenue measure three (3) at four (4) feet in length and two point five (2.5) feet in width for a total of thirty (30) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139626 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Floyd's 99 Barbershop.*

[O2019-7629]

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

SECTION 1. Permission and authority are hereby given and granted to Floyd's 99 Barbershop, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) light pole projecting over the public right-of-way adjacent to its premises known as 2572 North Clark Street. Said light pole at North Clark Street measures point seven five (.75) foot in length and two point nine two (2.92) feet in width for a total of two point one nine (2.19) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Streets and Sanitation (Bureau of Electricity) and the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141657 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Frederick Fox.*

[O2019-7589]

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

SECTION 1. Permission and authority are hereby given and granted to Frederick Fox, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) occupation of space (shed) on the public right-of-way adjacent to its premises known as 6439 North Navajo Avenue. Said occupation of space at North Navajo Avenue measures eight (8) feet in length and ten (10) feet in width for a total of eighty (80) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141385 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Francois Frankie.*

[O2019-7705]

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

SECTION 1. Permission and authority are hereby given and granted to Francois Frankie, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 222 West Randolph Street. Said sign structure measures as follows: along West Randolph Street, one (1) at three point five eight (3.58) feet in length, three point five (3.5) feet in height and fourteen (14) feet above grade level. Said sign structure measures as follows: along West Randolph Street, one (1) at twenty-two point two five (22.25) feet in length, three point five (3.5) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141358 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Fresco Pasta.*

[O2019-7883]

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

SECTION 1. Permission and authority are hereby given and granted to Fresco Pasta, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3706 West Armitage Avenue. Said sign structure measures as follows: along West Armitage Avenue, at thirteen (13) feet in length, four (4) feet in height and nine point eight (9.8) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1137676 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Fresenius Medical Care Polk Dialysis.*

[O2019-7546]

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

SECTION 1. Permission and authority are hereby given and granted to Fresenius Medical Care Polk Dialysis, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 557 West Polk Street. Said sign structure measures as follows: along West Polk Street, at twenty-six (26) feet in length, two point five (2.5) feet in height and



fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142008 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 9, 2018.

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*Freshii.*

[O2019-7706]

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

SECTION 1. Permission and authority are hereby given and granted to Freshii, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 50 East Washington Street. Said sign structures measure as follows: along East Washington Street, one (1) at eleven point zero five (11.05) feet in length, fourteen point four nine (14.49) feet in height and nine (9) feet above grade level and one (1) at three point five (3.5) feet in length, one point three three (1.33) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141647 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Fruteria San Jose.*

[O2019-7246]

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

SECTION 1. Permission and authority are hereby given and granted to Fruteria San Jose, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 1748 West Chicago Avenue. Said security cameras at West Chicago Avenue measure two (2) at point four two (.42) foot in length, point four two (.42) foot in width and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141970 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Furious Spoon.*

[O2019-7555]

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

SECTION 1. Permission and authority are hereby given and granted to Furious Spoon, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1316 West 18<sup>th</sup> Street. Said sign structure measures as follows: along West 18<sup>th</sup> Street, at five point six seven (5.67) feet in length, point six seven (.67) foot in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141495 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*G.D.T. Properties.*

[O2019-7526]

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

SECTION 1. Permission and authority are hereby given and granted to G.D.T. Properties, upon the terms and subject to the conditions of this ordinance, to maintain and



use one (1) sign projecting over the public right-of-way attached to its premises known as 2900 West 63<sup>rd</sup> Street. Said sign structure measures as follows: along West 63<sup>rd</sup> Street, at ten (10) feet in length, six point seven five (6.75) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142149 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Gaijin Japanese Restaurant.*

[O2019-7620]

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

SECTION 1. Permission and authority are hereby given and granted to Gaijin Japanese Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 952 West Lake Street. Said sign structures measure as follows: along West Lake Street, one (1) at fourteen point five eight (14.58) feet in length, three point five (3.5) feet in height and twelve (12) feet above grade level and one (1) at two point five eight (2.58) feet in length, two point five eight (2.58) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141680 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Garcia's, Inc.*

[O2019-7911]

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

SECTION 1. Permission and authority are hereby given and granted to Garcia's, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4756 -- 4760 North Lincoln Avenue. Said sign structure measures as follows: along 4749 North Western Avenue, at fifteen point five (15.5) feet in length, two point five (2.5) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142269 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 26, 2018.

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*The Gardner School.*

[O2019-7564]

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

SECTION 1. Permission and authority are hereby given and granted to The Gardner School, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) light fixture projecting over the public right-of-way adjacent to its premises known as 1612 West North Avenue. Said light fixture at North Marshfield Avenue measures thirty-one (31) feet in length, point three (.3) foot in width and sixteen point nine two (16.92) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141794 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 16, 2018.



*The Gardner School Lincoln Park.*

[O2019-7567]

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

SECTION 1. Permission and authority are hereby given and granted to The Gardner School Lincoln Park, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2850 North Lincoln Avenue. Said sign structure measures as follows: along North Lincoln Avenue, at twenty-four (24) feet in length, one point five (1.5) feet in height and twenty-seven (27) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141845 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Edwardo Garza.*

[O2019-7556]

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

SECTION 1. Permission and authority are hereby given and granted to Edwardo Garza, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 8860 South Hamilton Avenue. Said fence at South Hamilton Avenue measures



seventy-three (73) feet in length and point five (.5) foot in width for a total of thirty-six point five (36.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142121 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*GFP Alliance Chicago LLC.*

[O2019-7494]

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

SECTION 1. Permission and authority are hereby given and granted to GFP Alliance Chicago LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) continuous fences on the public right-of-way adjacent to its premises known as 815 West Pershing Road. Said fences at West Pershing Road measure two (2) at seven hundred forty-eight (748) feet in length and point zero eight (.08) foot in width for a total of one hundred nineteen point six eight (119.68) square feet. Said fences at South Halsted Street measure two (2) at three hundred five point zero eight (305.08) feet in length and point zero eight (.08) foot in width for a total of forty-eight point eight one (48.81) square feet. Said fence at South Morgan Street measures one (1) at sixty-six point eight three (66.83) feet in length and point zero eight (.08) foot in width for a total of five point three five (5.35) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142108 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Giordano's On Rush.*  
(730 N. Rush St.)  
(Privilege No. 1142167)

[O2019-7725]

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

SECTION 1. Permission and authority are hereby given and granted to Giordano's on Rush, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 730 North Rush Street. Said sign structure measures as follows: along North Rush Street, one (1) at three point seven five (3.75) feet in length, two point four two (2.42) feet in height and three point three three (3.33) feet above grade level. Said sign structure measures as follows: along East Superior Street, one (1) at three point seven five (3.75) feet in length, two point four two (2.42) feet in height and three point three three (3.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142167 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 28, 2019.

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*Giordano's On Rush.*  
(730 N. Rush St.)  
(Privilege No. 1142169)

[O2019-7728]

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

SECTION 1. Permission and authority are hereby given and granted to Giordano's on Rush, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 730 North Rush Street. Said sign structures measure as follows: along North Rush Street, one (1) at two point eight three (2.83) feet in length, one point six seven (1.67) feet in height and seven point four two (7.42) feet above grade level and one (1) at fourteen (14) feet in length, four (4) feet in height and eleven point two five (11.25) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142169 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after May 28, 2019.

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*Giordano's On Rush.*  
(740 N. Rush St.)  
(Light Fixtures)

[O2019-7721]

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

SECTION 1. Permission and authority are hereby given and granted to Giordano's on Rush, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twenty-two (22) light fixtures projecting over the public right-of-way adjacent to its premises known as 740 North Rush Street. Said light fixtures at North Rush Street measure seven (7) at point seven five (.75) foot in length, one point zero eight (1.08) feet in width and nine (9) feet above grade level. Said light fixtures at East Superior Street measure fifteen (15) at point seven five (.75) foot in length, one point zero eight (1.08) feet in width and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142176 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.



*Giordano's On Rush.*  
(740 N. Rush St.)  
(Window And Frame)

[O2019-7730]

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

SECTION 1. Permission and authority are hereby given and granted to Giordano's on Rush, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) window and frame projecting over the public right-of-way adjacent to its premises known as 740 North Rush Street. Said window and frame at North Rush Street measures two point zero eight (2.08) feet in length and three point eight three (3.83) feet in width for a total of seven point nine seven (7.97) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142168 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.

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*Giordano's Pizza.*

[O2019-7394]

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

SECTION 1. Permission and authority are hereby given and granted to Giordano's Pizza, upon the terms and subject to the conditions of this ordinance, to maintain and use,



as now constructed, one (1) grease trap under the public right-of-way adjacent to its premises known as 5311 South Blackstone Avenue. Said grease trap at alley (east of South Blackstone Avenue) measures five (5) feet in length and ten (10) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141458 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Glenn's Diner.*  
(Light Fixtures)

[O2019-7685]

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

SECTION 1. Permission and authority are hereby given and granted to Glenn's Diner, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) light fixtures projecting over the public right-of-way adjacent to its premises known as 1820 -- 1822 West Montrose Avenue. Said light fixtures at West Montrose Avenue measure six (6) at point five (.5) foot in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141829 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*Glenn's Diner.*  
(Windscreen)

[O2019-7687]

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

SECTION 1. Permission and authority are hereby given and granted to Glenn's Diner, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) windscreen on the public right-of-way adjacent to its premises known as 1820 -- 1822 West Montrose Avenue. Said windscreen at West Montrose Avenue measures five (5) feet in length and two (2) feet in width for a total of ten (10) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141828 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.

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*Glitz Car Wash.*

[O2019-7895]

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

SECTION 1. Permission and authority are hereby given and granted to Glitz Car Wash, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4521 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at two (2) feet in length, eight (8) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1132159 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Go Grocer No. 1.*

[O2019-7866]

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

SECTION 1. Permission and authority are hereby given and granted to Go Grocer Number 1, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2060 West North Avenue. Said sign structure measures as follows: along West North Avenue, at six (6) feet in length, four (4) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142324 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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*Goddess And The Baker Grand LLC.*

[O2019-7906]

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

SECTION 1. Permission and authority are hereby given and granted to Goddess and the Baker Grand LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 44 East Grand Avenue. Said sign structures measure as follows:



along East Grand Avenue, one (1) at ten (10) feet in length, four point three three (4.33) feet in height and thirteen point six seven (13.67) feet above grade level and one (1) at two point four two (2.42) feet in length, two point four two (2.42) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142009 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Gordon's Ace Hardware-Norwood Park.*

[O2019-7898]

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

SECTION 1. Permission and authority are hereby given and granted to Gordon's Ace Hardware-Norwood Park, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5907 North Northwest Highway. Said sign structure measures as follows: along North Northwest Highway, at seven (7) feet in length, five (5) feet in height and fifteen point five (15.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142311 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 14, 2016.

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*Happy Food-Liquor.*

[O2019-7152]

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

SECTION 1. Permission and authority are hereby given and granted to Happy Food-Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7901 South Cottage Grove Avenue. Said sign structure measures as follows: along South Cottage Grove Avenue, at twelve point six seven (12.67) feet in length, eight point six seven (8.67) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141926 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after November 19, 2018.

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*Har-Hig Properties LLC.*

[O2019-7591]

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

SECTION 1. Permission and authority are hereby given and granted to Har-Hig Properties LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seven (7) light fixtures projecting over the public right-of-way adjacent to its premises known as 7150 -- 7154 West Higgins Avenue. Said light fixtures at West Higgins Avenue measure six (6) at eight (8) feet in length, point two five (.25) foot in width and nine (9) feet above grade level and one (1) at one point three three (1.33) feet in length, point two five (.25) foot in width and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142147 herein granted the sum of One Hundred Five and no/100 Dollars (\$105.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.



*Harmony Management.*

[O2019-7602]

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

SECTION 1. Permission and authority are hereby given and granted to Harmony Management, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) ramp on the public right-of-way adjacent to its premises known as 3359 North Southport Avenue. Said ramp at West Roscoe Street measures twenty-one point nine one (21.91) feet in length and three point four (3.4) feet in width for a total of seventy-four point four nine (74.49) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Mayor's Office for People with Disabilities.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142107 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Haymarket Apartments Joint Venture L.P.*  
(20 N. Sangamon St.)

[O2019-7569]

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

SECTION 1. Permission and authority are hereby given and granted to Haymarket Apartments Joint Venture L.P., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way



attached to its premises known as 20 North Sangamon Street. Said sign structure measures as follows: along North Sangamon Street, at thirty-one point nine two (31.92) feet in length, four (4) feet in height and twenty-five point three three (25.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141529 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Haymarket Apartments Joint Venture L.P.*  
(939 W. Washington Blvd.)

[O2019-7566]

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

SECTION 1. Permission and authority are hereby given and granted to Haymarket Apartments Joint Venture L.P., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 939 West Washington Boulevard. Said sign structure measures as follows: along West Washington Boulevard, at twenty-eight point five (28.5) feet in length, four (4) feet in height and twenty-five point three three (25.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141528 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*The Hidden Cove.*

[O2019-7896]

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

SECTION 1. Permission and authority are hereby given and granted to The Hidden Cove, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5338 North Lincoln Avenue. Said sign structure measures as follows: along North Lincoln Avenue, at five (5) feet in length, six (6) feet in height and ten point five (10.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142271 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2018.

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*Hines/McCaffery Condominium Manager LLC.*

[O2019-7632]

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

SECTION 1. Permission and authority are hereby given and granted to Hines/McCaffery Condominium Manager LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 2350 North Orchard Street. Said light fixtures at North Orchard Street measure two (2) at point five (.5) foot in length, two point five (2.5) feet in width and seven (7) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141010 herein granted the sum of Eighty and no/100 Dollars (\$80.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*HM Esquire Cleaners.*

[O2019-7537]

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

SECTION 1. Permission and authority are hereby given and granted to HM Esquire Cleaners, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6825 South Western Avenue. Said sign structure measures as follows: along South Western Avenue, at thirteen point five (13.5) feet in length, two point three three (2.33) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1129920 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Home Run Inn Pizzeria.*

[O2019-7521]

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

SECTION 1. Permission and authority are hereby given and granted to Home Run Inn Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4254 West 31<sup>st</sup> Street. Said sign structure measures as follows: along West 31<sup>st</sup> Street, at sixteen point six seven (16.67) feet in length, four point one seven (4.17) feet in height and



nineteen (19) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141756 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*HomeServices Of Illinois LLC.*

[O2019-7867]

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

SECTION 1. Permission and authority are hereby given and granted to HomeServices of Illinois LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1800 North Clybourn Avenue. Said sign structure measures as follows: along North Clybourn Avenue, at eighteen point seven five (18.75) feet in length, three point three three (3.33) feet in height and thirty (30) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142316 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Hops And Barley.*

[O2019-7654]

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

SECTION 1. Permission and authority are hereby given and granted to Hops and Barley, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 4359 North Milwaukee Avenue. Said light fixtures at North Milwaukee Avenue measure two (2) at point five (.5) foot in length, point five (.5) foot in width and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141956 herein granted the sum of Eighty and no/100 Dollars (\$80.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*Hyatt Place Chicago Downtown The Loop.*

[O2019-7727]

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

SECTION 1. Permission and authority are hereby given and granted to Hyatt Place Chicago Downtown The Loop, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) planters on the public right-of-way for beautification purposes adjacent to its premises known as 28 North Franklin Street. Said planters at North Franklin Street measure two (2) at two (2) feet in length and two (2) feet in width for a total of eight (8) square feet and three (3) at four (4) feet in length and one point five (1.5) feet in width for a total of eighteen (18) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141634 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*I S Food & Liquor.*

[O2019-7528]

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

SECTION 1. Permission and authority are hereby given and granted to I S Food & Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) fire shutters projecting over the public right-of-way adjacent to its premises known as 1025 West 63<sup>rd</sup> Street. Said fire shutters at West 63<sup>rd</sup> Street measure one (1) at fifteen (15) feet in length and one point five (1.5) feet in width for a total of twenty-two point five (22.5) square feet, one (1) at eleven (11) feet in length and one point five (1.5) feet in width for a total of sixteen point five (16.5) square feet, two (2) at three point six (3.6) feet in length and one point five (1.5) feet in width for a total of ten point eight (10.8) square feet and one (1) at eight (8) feet in length and one point five (1.5) feet in width for a total of twelve (12) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142194 herein granted the sum of Two Thousand and no/100 Dollars (\$2,000.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*I-57 Gulf.*

[O2019-7587]

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

SECTION 1. Permission and authority are hereby given and granted to I-57 Gulf, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign



projecting over the public right-of-way attached to its premises known as 9901 -- 9909 South Halsted Street. Said sign structure measures as follows: along South Halsted Street, at nineteen (19) feet in length, seven point five eight (7.58) feet in height and fifty-eight (58) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141499 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Ike's Liquors.*

[O2019-7514]

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

SECTION 1. Permission and authority are hereby given and granted to Ike's Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 1554 West 95<sup>th</sup> Street. Said security cameras at West 95<sup>th</sup> Street measure two (2) at point six seven (.67) foot in length, point five (.5) foot in width and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140393 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*The Inn.*

[O2019-7458]

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

SECTION 1. Permission and authority are hereby given and granted to The Inn, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 409 East 71<sup>st</sup> Street. Said sign structure measures as follows: along East 71<sup>st</sup> Street, at six (6) feet in length, four (4) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141960 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*Insight Studios.*

[O2019-7305]

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

SECTION 1. Permission and authority are hereby given and granted to Insight Studios, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1062 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at five (5) feet in length, two point five (2.5) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141998 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*InterPark.*

[O2019-7732]

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

SECTION 1. Permission and authority are hereby given and granted to InterPark, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now



constructed, three (3) banners projecting over the public right-of-way adjacent to its premises known as 230 West Washington Street. Said banners at West Washington Street measure two (2) at five (5) feet in length and two point five (2.5) feet in width for a total of twenty-five (25) square feet. Said banner at North Wells Street measures one (1) at three point seven five (3.75) feet in length and three (3) feet in width for a total of eleven point two five (11.25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141707 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*IX-Chel I Dream In Color Frozen Delights.*

[O2019-7662]

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

SECTION 1. Permission and authority are hereby given and granted to IX-Chel I Dream in Color Frozen Delights, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 4968 North Milwaukee Avenue. Said banner at North Milwaukee Avenue measures three (3) feet in length and five (5) feet in width for a total of fifteen (15) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141588 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*JCYS Iris & Steven Podolsky Family Center.*

[O2019-7689]

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

SECTION 1. Permission and authority are hereby given and granted to JCYS Iris & Steven Podolsky Family Center, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) banners projecting over the public right-of-way adjacent to its premises known as 2112 West Lawrence Avenue. Said banners at West Lawrence Avenue measure two (2) at two point five (2.5) feet in length and ten (10) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141586 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*JM Bee LLC Flower Box.*

[O2019-7248]

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

SECTION 1. Permission and authority are hereby given and granted to JM Bee LLC Flower Box, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 2456 North California Avenue. Said bay windows at West Altgeld Street measure two (2) at seven (7) feet in length and two (2) feet in width for a total of twenty-eight (28) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141719 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Jordan Automotive, Inc.*  
(3689 -- 3691 W. Grand Ave.)

[O2019-7885]

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

SECTION 1. Permission and authority are hereby given and granted to Jordan Automotive, Inc., upon the terms and subject to the conditions of this ordinance, to



maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3689 -- 3691 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at eight (8) feet in length, four (4) feet in height and fourteen point five (14.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142279 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 7, 2019.

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*Jordan Automotive, Inc.*  
(3715 W. Grand Ave.)

[O2019-7884]

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

SECTION 1. Permission and authority are hereby given and granted to Jordan Automotive, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3715 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at four (4) feet in length, six (6) feet in height and nine point one seven (9.17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142280 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 19, 2018.

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*Jordan Mozer & Associates Limited.*  
(Light Fixtures)

[O2019-7622]

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

SECTION 1. Permission and authority are hereby given and granted to Jordan Mozer & Associates Limited, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 320 North Laflin Street. Said light fixture at North Laflin Street measures one (1) at eleven point four two (11.42) feet in length, one point six four (1.64) feet in width and seven point four six (7.46) feet above grade level. Said light fixture at West Carroll Avenue measures one (1) at eleven point four two (11.42) feet in length, one point six four (1.64) feet in width and seven point four six (7.46) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141557 herein granted the sum of Eighty and no/100 Dollars (\$80.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Jordan Mozer & Associates Limited.*  
(Sculpture)

[O2019-7626]

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

SECTION 1. Permission and authority are hereby given and granted to Jordan Mozer & Associates Limited, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) sculpture on the public right-of-way adjacent to its premises known as 320 North Laflin Street. Said sculpture at West Carroll Avenue measures four (4) feet in length and point six seven (.67) foot in width for a total of two point six eight (2.68) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141559 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Jordan Mozer & Associates Limited.*  
(Security Cameras)

[O2019-7624]

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

SECTION 1. Permission and authority are hereby given and granted to Jordan Mozer & Associates Limited, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 320 North Laflin Street. Said security camera at North Laflin Street measures one (1) at point two five (.25) foot in length, point two five (.25) foot in width and nineteen point five (19.5) feet above grade level. Said security camera at West Carroll Avenue measures one (1) at point two five (.25) foot in length, point two five (.25) foot in width and nineteen point five (19.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141556 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Jovial Club.*

[O2019-7486]

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

SECTION 1. Permission and authority are hereby given and granted to Jovial Club, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now



constructed, four (4) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 9615 South Commercial Avenue. Said security cameras at South Commercial Avenue measure four (4) at one (1) foot in length, point seven five (.75) foot in width and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142078 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*JPMorgan Chase Bank, N.A.*

[O2019-7878]

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

SECTION 1. Permission and authority are hereby given and granted to JPMorgan Chase Bank, N.A., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 4809 South Ashland Avenue. Said sign structure measures as follows: along South Ashland Avenue, one (1) at fourteen point five (14.5) feet in length, three (3) feet in height and ten point five (10.5) feet above grade level. Said sign structure measures as follows: along South Ashland Avenue, one (1) at point five (.5) foot in length, three (3) feet in height and ten point five (10.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142235 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*JustFoodForDogs LLC.*

[O2019-7308]

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

SECTION 1. Permission and authority are hereby given and granted to JustFoodForDogs LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 1983 North Clybourn Avenue. Said sign structure measures as follows: along North Clybourn Avenue, one (1) at twenty-two point nine two (22.92) feet in length, three point three three (3.33) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along corner of North Clybourn Avenue and North Racine Avenue, one (1) at nine point one seven (9.17) feet in length, sixteen point five eight (16.58) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along North Racine Avenue, one (1) at twenty-two point nine two (22.92) feet in length, three point three three (3.33) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141821 herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Keystone Printing Chicago, Inc.*

[O2019-7545]

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

SECTION 1. Permission and authority are hereby given and granted to Keystone Printing Chicago, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2451 North Harlem Avenue. Said sign structure measures as follows: along North Harlem Avenue, at eight (8) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141931 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Khalil's Food & Liquor.*

[O2019-7480]

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

SECTION 1. Permission and authority are hereby given and granted to Khalil's Food & Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) fire shutters projecting over the public right-of-way adjacent to its premises known as 146 West 103<sup>rd</sup> Street. Said fire shutters at West 103<sup>rd</sup> Street measure one (1) at eleven point seven five (11.75) feet in length and point eight three (.83) foot in width for a total of nine point seven five (9.75) square feet, one (1) at twelve point five six (12.56) feet in length and point six seven (.67) foot in width for a total of eight point four two (8.42) square feet, one (1) at nine point seven five (9.75) feet in length and point seven five (.75) foot in width for a total of seven point three one (7.31) square feet and one (1) at eleven point five eight (11.58) feet in length and point five eight (.58) foot in width for a total of six point seven two (6.72) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141908 herein granted the sum of One Thousand Six Hundred and no/100 Dollars (\$1,600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Kit Kat Lounge And Restaurant.*

[O2019-7670]

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

SECTION 1. Permission and authority are hereby given and granted to Kit Kat Lounge and Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) sculptures on the public right-of-way adjacent to its premises known as 3700 North Halsted Street. Said sculptures at North Halsted Street measure three (3) at two (2) feet in length and two (2) feet in width for a total of twelve (12) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141581 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*La Bomba Restaurant.*

[O2019-7524]

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

SECTION 1. Permission and authority are hereby given and granted to La Bomba Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 3221 West Armitage Avenue.



Said security cameras at West Armitage Avenue measure two (2) at point three three (.33) foot in length, point five (.5) foot in width and seven (7) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140955 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*La Estrella.*

[O2019-7516]

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

SECTION 1. Permission and authority are hereby given and granted to La Estrella, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3835 West 26<sup>th</sup> Street. Said sign structure measures as follows: along West 26<sup>th</sup> Street, at four (4) feet in length, sixteen (16) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1137144 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*La Gozadera Latin Restaurant & Bar.*

[O2019-7617]

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

SECTION 1. Permission and authority are hereby given and granted to La Gozadera Latin Restaurant & Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2542 West Peterson Avenue. Said sign structure measures as follows: along West Peterson Avenue, at seven (7) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141149 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Lakeshore Interactive LLC.*

[O2019-7903]

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

SECTION 1. Permission and authority are hereby given and granted to Lakeshore Interactive LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 21 West Illinois Street. Said sign structure measures as follows: along West Illinois Street, at seven point eight three (7.83) feet in length, point five eight (.58) foot in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142214 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*Land Trust 310011.*

[O2019-7633]

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

SECTION 1. Permission and authority are hereby given and granted to Land Trust 310011, upon the terms and subject to the conditions of this ordinance, to maintain



and use, as now constructed, two (2) roof eaves projecting over the public right-of-way adjacent to its premises known as 43 East Burton Place. Said roof eaves at East Burton Place measure one (1) at thirteen point eight three (13.83) feet in length and one point five (1.5) feet in width for a total of twenty point seven five (20.75) square feet. Existing roof eave is approximately twenty-six (26) feet above grade level and one (1) at fifteen point one six (15.16) feet in length and one point five (1.5) feet in width for a total of twenty-two point seven four (22.74) square feet. Existing roof eave is approximately twenty-six (26) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142073 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Laramie Bakery & Deli.*

[O2019-7549]

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

SECTION 1. Permission and authority are hereby given and granted to Laramie Bakery & Deli, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3012 -- 3014 North Laramie Avenue. Said sign structure measures as follows: along North Laramie Avenue, at five (5) feet in length, four (4) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1131450 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Las Carnitas Uruapan.*

[O2019-7796]

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

SECTION 1. Permission and authority are hereby given and granted to Las Carnitas Uruapan, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 2813 -- 2815 West 55<sup>th</sup> Street. Said sign structures measure as follows: along West 55<sup>th</sup> Street, one (1) at seven (7) feet in length, six (6) feet in height and twelve point five (12.5) feet above grade level, one (1) at nine point five (9.5) feet in length, point seven five (.75) foot in height and nine (9) feet above grade level and one (1) at three point two five (3.25) feet in length, three point five (3.5) feet in height and six (6) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1136992 herein granted the sum of Four Hundred Seventy-five and no/100 Dollars (\$475.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Las Tablas On Lincoln.*

[O2019-7573]

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

SECTION 1. Permission and authority are hereby given and granted to Las Tablas on Lincoln, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2942 -- 2944 North Lincoln Avenue. Said sign structure measures as follows: along North Lincoln Avenue, at sixteen (16) feet in length, one point six seven (1.67) feet in height and eighteen (18) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141916 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.



*The Levi's Store.*

[O2019-7251]

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

SECTION 1. Permission and authority are hereby given and granted to The Levi's Store, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1552 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at three (3) feet in length, one point seven five (1.75) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142080 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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*Life Changers International Church.*

[O2019-7570]

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

SECTION 1. Permission and authority are hereby given and granted to Life Changers International Church, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bay window projecting over the public right-of-way adjacent to its premises known as 1337 West 15<sup>th</sup> Street. Said bay window at



West 15<sup>th</sup> Street measures twelve point six seven (12.67) feet in length and twenty-five point four two (25.42) feet in width for a total of three hundred twenty-two point zero seven (322.07) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142035 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*Lifeline Productions, Inc.*

[O2019-7914]

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

SECTION 1. Permission and authority are hereby given and granted to Lifeline Productions, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6912 North Glenwood Avenue. Said sign structure measures as follows: along North Glenwood Avenue, at five point one six (5.16) feet in length, eighteen point two five (18.25) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142215 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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*Lincoln Flats LLC.*

[O2019-7693]

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Flats LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 3901 North Lincoln Avenue. Said bay window at West Byron Street measures one (1) at ten point two five (10.25) feet in length and twenty-three point three three (23.33) feet in width for a total of two hundred thirty-nine point one three (239.13) square feet. Said bay window at North Lincoln Avenue measures one (1) at ten point two five (10.25) feet in length and twenty-three point three three (23.33) feet in width for a total of two hundred thirty-nine point one three (239.13) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and-Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141150 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Lincoln Park Chamber Of Commerce.*  
(2662 N. Clark St.)

[O2019-7636]

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Park Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) sculpture (public art) on the public right-of-way adjacent to its premises known as 2662 North Clark Street. Said sculpture (public art) at North Clark Street measures two point six seven (2.67) feet in length and two point six seven (2.67) feet in width for a total of seven point one three (7.13) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141575 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.



*Lincoln Park Chamber Of Commerce.*  
(2468 N. Lincoln Ave.)

[O2019-7908]

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Park Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2468 North Lincoln Avenue. Said sign structures measure as follows: along North Lincoln Avenue, one (1) at ten point eight eight (10.88) feet in length, one point six four (1.64) feet in height and fifteen (15) feet above grade level and one (1) at three point eight three (3.83) feet in length, three point eight three (3.83) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142002 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Liquor Depot.*

[O2019-7874]

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

SECTION 1. Permission and authority are hereby given and granted to Liquor Depot, upon the terms and subject to the conditions of this ordinance, to maintain and use



two (2) signs projecting over the public right-of-way attached to its premises known as 5114 South Knox Avenue. Said sign structures measure as follows: along South Knox Avenue, one (1) at nine (9) feet in length, seven (7) feet in height and thirty (30) feet above grade level and one (1) at six point six seven (6.67) feet in length, two point eight three (2.83) feet in height and twelve point five (12.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1127917 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Liquorama.*

[O2019-7873]

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

SECTION 1. Permission and authority are hereby given and granted to Liquorama, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4430 South Kedzie Avenue. Said sign structure measures as follows: along South Kedzie Avenue, at ten (10) feet in length, ten point eight three (10.83) feet in height and seventeen point five (17.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142329 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 8, 2019.

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*The Lock Up Storage Centers.*

[O2019-7310]

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

SECTION 1. Permission and authority are hereby given and granted to The Lock Up Storage Centers, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1930 North Clybourn Avenue. Said sign structure measures as follows: along North Clybourn Avenue, at two (2) feet in length, thirty (30) feet in height and twenty-three (23) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141911 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*Loft.*

[O2019-7603]

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

SECTION 1. Permission and authority are hereby given and granted to Loft, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 662 West Diversey Parkway. Said sign structures measure as follows: along West Diversey Parkway, one (1) at nine (9) feet in length, two point five (2.5) feet in height and fourteen point five (14.5) feet above grade level and one (1) at one (1) foot in length, two (2) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142110 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 8, 2016.

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*Logan Square Dental Group.*

[O2019-7527]

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

SECTION 1. Permission and authority are hereby given and granted to Logan Square Dental Group, upon the terms and subject to the conditions of this ordinance, to maintain



and use two (2) signs projecting over the public right-of-way attached to its premises known as 2649 West Division Street. Said sign structure measures as follows: along West Division Street, one (1) at sixteen (16) feet in length, three point five (3.5) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along West Division Street, one (1) at six (6) feet in length, eight (8) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140317 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Lou & Grey No. 4506.*

[O2019-7604]

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

SECTION 1. Permission and authority are hereby given and granted to Lou & Grey Number 4506, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 3442 North Southport Avenue. Said light fixtures at North Southport Avenue measure four (4) at two point two five (2.25) feet in length, one point five (1.5) feet in width and seventeen point four two (17.42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141551 herein granted the sum of Ninety and no/100 Dollars (\$90.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Lululemon USA, Inc.*

[O2019-7312]

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

SECTION 1. Permission and authority are hereby given and granted to Lululemon USA, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use five (5) signs projecting over the public right-of-way attached to its premises known as 938 -- 944 West North Avenue. Said sign structure measures as follows: along North Sheffield Avenue, one (1) at twenty point nine two (20.92) feet in length, four (4) feet in height and sixteen (16) feet above grade level. Said sign structures measure as follows: along North Sheffield Avenue/West North Avenue, two (2) at two point three three (2.33) feet in length, two (2) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along West North Avenue, one (1) at thirteen (13) feet in length, thirteen (13) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along West North Avenue, one (1) at seven (7) feet in length, one point three three (1.33) feet in height and six (6) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1138619 herein granted the sum of Seven Hundred Seventy-five and no/100 Dollars (\$775.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Lynamy Beauty Supply.*

[O2019-7697]

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

SECTION 1. Permission and authority are hereby given and granted to Lynamy Beauty Supply, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4925 North Broadway. Said sign structure measures as follows: along North Broadway, at sixteen (16) feet in length, four point five (4.5) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1137445 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Maaco Collision Center.*

[O2019-7522]

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

SECTION 1. Permission and authority are hereby given and granted to Maaco Collision Center, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 4722 West Harrison Street. Said sign structures measure as follows: along West Harrison Street, one (1) at six (6) feet in length, two (2) feet in height and twelve (12) feet above grade level, one (1) at ten (10) feet in length, one (1) foot in height and eleven (11) feet above grade level and one (1) at ten (10) feet in length, three (3) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141648 herein granted the sum of Four Hundred Seventy-five and no/100 Dollars (\$475.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Mable's Table.*

[O2019-7891]

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

SECTION 1. Permission and authority are hereby given and granted to Mable's Table, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1653 -- 1655 West Cortland Street. Said sign structure measures as follows: along West Cortland Street, at three point two five (3.25) feet in length, three point two five (3.25) feet in height and seventeen (17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141897 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Mac Management Company, Inc.*

[O2019-7751]

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

SECTION 1. Permission and authority are hereby given and granted to Mac Management Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) planters on the public right-of-way for beautification purposes adjacent to its premises known as 640 North LaSalle Drive. Said planters at North LaSalle Drive measure six (6) at five (5) feet in length and



five (5) feet in width for a total of one hundred fifty (150) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141353 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 21, 2019.

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*Mac Property Management.*

[O2019-7418]

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

SECTION 1. Permission and authority are hereby given and granted to Mac Property Management, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) landscape fences on the public right-of-way adjacent to its premises known as 5454 South Shore Drive. Said landscape fences at South Shore Drive measure one (1) at one hundred six (106) feet in length and point two five (.25) foot in width for a total of twenty-six point five (26.5) square feet. Said landscape fence is approximately sixteen (2) feet in height and one (1) at one hundred seventeen (117) feet in length and point two five (.25) foot in width for a total of twenty-nine point two five (29.25) square feet. Said landscape fence is approximately sixteen (2) feet in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140420 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Mac Property Management LLC.*  
(5355 -- 5361 S. Cottage Grove Ave.)

[O2019-7400]

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

SECTION 1. Permission and authority are hereby given and granted to Mac Property Management LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 5355 -- 5361 South Cottage Grove Avenue. Said banner at South Cottage Grove Avenue measures one (1) foot in length and nine (9) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139223 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Mac Property Management LLC.*  
(5401 -- 5409 S. Cottage Grove Ave.)

[O2019-7403]

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

SECTION 1. Permission and authority are hereby given and granted to Mac Property Management LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 5401 -- 5409 South Cottage Grove Avenue. Said banner at South Cottage Grove Avenue measures one (1) foot in length and nine (9) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139240 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Mac Property Management LLC.*  
(5201 -- 5209 S. Greenwood Ave.)

[O2019-7408]

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

SECTION 1. Permission and authority are hereby given and granted to Mac Property Management LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 5201 -- 5209 South Greenwood Avenue. Said banner at East 52<sup>nd</sup> Street measures one (1) foot in length and nine (9) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139236 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Mac Property Management LLC.*  
(1440 E. 52<sup>nd</sup> St.)

[O2019-7366]

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

SECTION 1. Permission and authority are hereby given and granted to Mac Property Management LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way



adjacent to its premises known as 1440 East 52<sup>nd</sup> Street. Said banner at East 52<sup>nd</sup> Street measures one (1) foot in length and nine (9) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1138720 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Mac Property Management LLC.*  
(1515 E. 54<sup>th</sup> St.)

[O2019-7415]

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

SECTION 1. Permission and authority are hereby given and granted to Mac Property Management LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 1515 East 54<sup>th</sup> Street. Said banner at East 54<sup>th</sup> Street measures one (1) foot in length and nine (9) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139227 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Marc Realty Residential LLC/Chicago Apartment Finders.*

[O2019-7710]

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

SECTION 1. Permission and authority are hereby given and granted to Marc Realty Residential LLC/Chicago Apartment Finders, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 7255 North Bell Avenue. Said fence at North Bell Avenue measures sixty-seven point six seven (67.67) feet in length and point three three (.33) foot in width for a total of twenty-two point three three (22.33) square feet. Existing fence is five (5) feet, seven (7) inches in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142202 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Marquette Frame & Wheel, Inc.*

[O2019-7530]

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

SECTION 1. Permission and authority are hereby given and granted to Marquette Frame & Wheel, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2348 West 59<sup>th</sup> Street. Said sign structure measures as follows: along West 59<sup>th</sup> Street, at thirty-one (31) feet in length, one (1) foot in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142104 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2018.



*Mather's More Than A Cafe.*

[O2019-7593]

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

SECTION 1. Permission and authority are hereby given and granted to Mather's More Than a Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7134 West Higgins Avenue. Said sign structure measures as follows: along West Higgins Avenue, at eleven (11) feet in length, six (6) feet in height and twenty-four (24) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141981 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2018.

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*Max's Food & Liquor 1.*

[O2019-7594]

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

SECTION 1. Permission and authority are hereby given and granted to Max's Food & Liquor 1, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3550 North Austin Avenue. Said sign structure measures as follows: along West Addison Street, one (1) at six (6) feet in length, four (4) feet in height and twelve (12) feet above



grade level. Said sign structure measures as follows: along North Austin Avenue, one (1) at six (6) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141912 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 5, 2019.

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*Mayan Palace.*

[O2019-7643]

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

SECTION 1. Permission and authority are hereby given and granted to Mayan Palace, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2721 North Halsted Street. Said sign structures measure as follows: along North Halsted Street, one (1) at three (3) feet in length, four (4) feet in height and ten (10) feet above grade level and one (1) at eighteen (18) feet in length, two (2) feet in height and twenty-seven (27) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1138615 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*MBC Mobile I.*

[O2019-7598]

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

SECTION 1. Permission and authority are hereby given and granted to MBC Mobile I, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5959 West Fullerton Avenue. Said sign structure measures as follows: along West Fullerton Avenue, at six point eight three (6.83) feet in length, three point eight three (3.83) feet in height and eleven point one seven (11.17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1130608 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*McDonald's.*  
(4038 W. Belmont Ave.)

[O2019-7571]

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4038 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at fifteen (15) feet in length, twenty-five (25) feet in height and eight point five eight (8.58) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142164 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 13, 2019.

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*McDonald's.*  
(10 E. Chicago Ave.)

[O2019-7734]

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1)



sign projecting over the public right-of-way attached to its premises known as 10 East Chicago Avenue. Said sign structure measures as follows: along East Chicago Avenue, at thirteen point five (13.5) feet in length, twenty-four (24) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140510 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*McDonald's.*  
(203 N. LaSalle St.)

[O2019-7735]

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 203 North LaSalle Street. Said sign structure measures as follows: along West Lake Street, at sixteen point four two (16.42) feet in length, two (2) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141963 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*McGee's Tavern & Grille.*

[O2019-7645]

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

SECTION 1. Permission and authority are hereby given and granted to McGee's Tavern & Grille, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) light fixtures projecting over the public right-of-way adjacent to its premises known as 950 West Webster Avenue. Said light fixtures at West Webster Avenue measure eight (8) at twelve (12) feet in length, point five (.5) foot in width and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141674 herein granted the sum of One Hundred Ten and no/100 Dollars (\$110.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2018.

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*Meenari Oriental Restaurant.*

[O2019-7611]

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

SECTION 1. Permission and authority are hereby given and granted to Meenari Oriental Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3311 West Bryn Mawr Avenue. Said sign structure measures as follows: along West Bryn Mawr Avenue, at six (6) feet in length, four (4) feet in height and nine point five (9.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141964 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 13, 2022.



*MegMade.*  
(Light Fixtures)

[O2019-7577]

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

SECTION 1. Permission and authority are hereby given and granted to MegMade, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) light fixtures projecting over the public right-of-way adjacent to its premises known as 2726 -- 2728 North Elston Avenue. Said light fixtures at North Elston Avenue measure three (3) at point four two (.42) foot in length, one point seven nine (1.79) feet in width and thirteen (13) feet above grade level. Said light fixtures at North Elston Avenue/ West Schubert Avenue measure three (3) at point four two (.42) foot in length, one point seven (1.7) feet in width and twenty-five point seven five (25.75) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141924 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*MegMade.*  
(Sign)

[O2019-7578]

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

SECTION 1. Permission and authority are hereby given and granted to MegMade, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign



projecting over the public right-of-way attached to its premises known as 2726 -- 2728 North Elston Avenue. Said sign structure measures as follows: along North Elston Avenue, at eleven point two nine (11.29) feet in length, one point three three (1.33) feet in height and eleven point five (11.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141923 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Mercadito Chicago.*

[O2019-7901]

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

SECTION 1. Permission and authority are hereby given and granted to Mercadito Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 108 West Kinzie Street. Said sign structure measures as follows: along West Kinzie Street, at two (2) feet in length, two (2) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141944 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Metro By T-Mobile.*

[O2019-7877]

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

SECTION 1. Permission and authority are hereby given and granted to Metro by T-Mobile, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 2801 West 55<sup>th</sup> Street. Said sign structures measure as follows: along West 55<sup>th</sup> Street, two (2) at thirteen point three three (13.33) feet in length, five point zero eight (5.08) feet in height and nine (9) feet above grade level and one (1) at six (6) feet in length, four (4) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141836 herein granted the sum of Seven Hundred and no/100 Dollars (\$700.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Metropolis Condominium Association.*

[O2019-7737]

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

SECTION 1. Permission and authority are hereby given and granted to Metropolis Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) vaults under the public right-of-way adjacent to its premises known as 8 West Monroe Street. Said vault at South State Street (1<sup>st</sup> level) measures one (1) at one hundred twelve (112) feet in length and twenty-one (21) feet in width for a total of two thousand three hundred fifty-two (2,352) square feet. Said vault at South State Street (2<sup>nd</sup> level) measures one (1) at one hundred twelve (112) feet in length and twenty-one (21) feet in width for a total of two thousand three hundred fifty-two (2,352) square feet. Said vault at West Monroe Street (1<sup>st</sup> level) measures one (1) at one hundred forty (140) feet in length and sixteen (16) feet in width for a total of two thousand two hundred forty (2,240) square feet. Said vault at West Monroe Street (2<sup>nd</sup> level) measures one (1) at one hundred forty (140) feet in length and sixteen (16) feet in width for a total of two thousand two hundred forty (2,240) square feet. Said vault at West Monroe Street (1<sup>st</sup> level) measures one (1) at twenty-two (22) feet in length and fourteen (14) feet in width for a total of three hundred eight (308) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141868 herein granted the sum of Twenty-one Thousand Six Hundred Thirty-eight and no/100 Dollars (\$21,638.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after July 21, 2019.

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*MHUB.*

[O2019-7628]

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

SECTION 1. Permission and authority are hereby given and granted to MHUB, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use thirteen (13) banners projecting over the public right-of-way adjacent to its premises known as 965 West Chicago Avenue. Said banners at West Chicago Avenue measure thirteen (13) at one point two five (1.25) feet in length and four (4) feet in width for a total of sixty-five (65) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141764 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Michigan Plaza LLC.*

[O2019-7739]

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

SECTION 1. Permission and authority are hereby given and granted to Michigan Plaza LLC, upon the terms and subject to the conditions of this ordinance, to maintain and



use, as now constructed, one (1) pedestrian bridge projecting over the public right-of-way adjacent to its premises known as 225 North Michigan Avenue. Said pedestrian bridge at East South Water Street measures twenty-two (22) feet in length and eighteen (18) feet in width for a total of three hundred ninety-six (396) square feet. Existing pedestrian bridge is approximately sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141754 herein granted the sum of One Thousand Nine Hundred Ninety-six and no/100 Dollars (\$1,996.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Mirai Sushi.*

[O2019-7252]

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

SECTION 1. Permission and authority are hereby given and granted to Mirai Sushi, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) light fixtures projecting over the public right-of-way adjacent to its premises known as 2020 West Division Street. Said light fixtures at West Division Street measure three (3) at one point five (1.5) feet in length, point three three (.33) foot in width and twenty-two (22) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142157 herein granted the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*Moe's Cantina.*

[O2019-7900]

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

SECTION 1. Permission and authority are hereby given and granted to Moe's Cantina, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 155 West Kinzie Street. Said sign structure measures as follows: along West Kinzie Street, at two (2) feet in length, fifteen (15) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141976 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*NeighborSpace.*

[O2019-7254]

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

SECTION 1. Permission and authority are hereby given and granted to NeighborSpace, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 1255 North Hermitage Avenue. Said landscaping at North Hermitage Avenue measures one (1) foot in length and three thousand seven hundred (3,700) feet in width for a total of three thousand seven hundred (3,700) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141955 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 9, 2019.



*Allan Nichols.*

[O2019-7493]

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

SECTION 1. Permission and authority are hereby given and granted to Allan Nichols, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) steps on the public right-of-way adjacent to its premises known as 3156 South Aberdeen Street. Said step at South Aberdeen Street measures one (1) at three point five (3.5) feet in length and one (1) foot in width for a total of three point five (3.5) square feet. Said step at West 32<sup>nd</sup> Street measures one (1) at three point five (3.5) feet in length and two (2) feet in width for a total of seven (7) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141738 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*The Noble Grape.*

[O2019-7256]

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

SECTION 1. Permission and authority are hereby given and granted to The Noble Grape, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 802 North Bishop Street. Said sign structure measures as follows: along North Bishop Street,



at five (5) feet in length, three (3) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141900 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*The Nook Daycare United LLC.*

[O2019-7886]

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

SECTION 1. Permission and authority are hereby given and granted to The Nook Daycare United LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2000 -- 2006 West Warren Boulevard. Said sign structure measures as follows: along West Warren Boulevard, one (1) at twelve point one seven (12.17) feet in length, five point one seven (5.17) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along North Damen Avenue, one (1) at twelve point one seven (12.17) feet in length, five point one seven (5.17) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142119 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Northwestern University.*

[O2019-7743]

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern University, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) manhole under the public right-of-way adjacent to its premises known as 303 East Superior Street. Said manhole at East Huron Street measures two point five (2.5) feet in length and two point five (2.5) feet in width for a total of six point two five (6.25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142016 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Oakdale Covenant Church Academy And Child Care Center.*

[O2019-7518]

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

SECTION 1. Permission and authority are hereby given and granted to Oakdale Covenant Church Academy and Child Care Center, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) occupation of space (diagonal parking) on the public right-of-way adjacent to its premises known as 9440 South Vincennes Avenue. A portion of the public right-of-way along South Vincennes Avenue is used for non-exclusive diagonal parking of cars. Existing area occupies approximately fifty thousand eight hundred (50,800) square feet. Said occupation of space at West 93<sup>rd</sup> Street to West 94<sup>th</sup> Street along the east side of South Vincennes Avenue measures one (1) at seven hundred twenty-five (725) feet in length and fifty (50) feet in width for a total of thirty-six thousand two hundred fifty (36,250) square feet. Said occupation of space at West 94<sup>th</sup> Street to West 95<sup>th</sup> Street along the east side of South Vincennes Avenue measures one (1) at four hundred eighty-five (485) feet in length and thirty (30) feet in width for a total of fourteen thousand five hundred fifty (14,550) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141685 herein granted the sum of Four Thousand Two Hundred Twelve and no/100 Dollars (\$4,212.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after August 4, 2018.

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*Parkview Apartments.*

[O2019-7650]

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

SECTION 1. Permission and authority are hereby given and granted to Parkview Apartments, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) fire escapes projecting over the public right-of-way adjacent to its premises known as 1936 North Clark Street. Said fire escapes at public alley measure one (1) at twenty-five point two five (25.25) feet in length and six (6) feet in width for a total of one hundred fifty-one point five (151.5) square feet and one (1) at twenty-three (23) feet in length and three point five (3.5) feet in width for a total of eighty point five (80.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141693 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.



*Partis LLC.*

[O2019-7630]

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

SECTION 1. Permission and authority are hereby given and granted to Partis LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) step on the public right-of-way adjacent to its premises known as 1429 West Chicago Avenue. Said step at West Chicago Avenue measures four point zero eight (4.08) feet in length and point five eight (.58) foot in width for a total of two point three seven (2.37) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141990 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Rosalina Pena.*

[O2019-7574]

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

SECTION 1. Permission and authority are hereby given and granted to Rosalina Pena, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) occupation of space (garage) on the public right-of-way adjacent to its premises known as 1719 South Morgan Street. Said occupation of space at alley of 1719 South Morgan Street measures three (3) feet in length and three (3) feet in width for



a total of nine (9) square feet. Southeast corner of existing garage extends three (3) feet into the public alley. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141677 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Peoria Green Owner LLC.*

[O2019-7631]

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

SECTION 1. Permission and authority are hereby given and granted to Peoria Green Owner LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) water main under the public right-of-way adjacent to its premises known as 215 North Peoria Street. Said water main at North Peoria Street measures three point five (3.5) feet in length and six point seven five (6.75) feet in width for a total of twenty-three point six three (23.63) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141167 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Personal Liquors I.*  
(Fire Shutters)

[O2019-7533]

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

SECTION 1. Permission and authority are hereby given and granted to Personal Liquors I, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) fire shutters projecting over the public right-of-way adjacent to its premises known as 4241 West Madison Street. Said fire shutters at West Madison Street measure one (1) at fifteen (15) feet in length and three point five (3.5) feet in width for a total of fifty-two point five (52.5) square feet and one (1) at twenty-five (25) feet in length and three point five (3.5) feet in width for a total of eighty-seven point five (87.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141887 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Personal Liquors I.*  
(Security Cameras)

[O2019-7536]

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

SECTION 1. Permission and authority are hereby given and granted to Personal Liquors I, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 4241 West Madison Street. Said security cameras at West Madison Street measure one (1) at one (1) foot in length, one (1) foot in width and twelve (12) feet above grade level and two (2) at one (1) foot in length, one (1) foot in width and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141889 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Petite Elite Academy, Inc.*

[O2019-7716]

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

SECTION 1. Permission and authority are hereby given and granted to Petite Elite Academy, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bicycle rack on the public right-of-way adjacent to its premises known as 7008 North Western Avenue. Said bicycle rack at North Western Avenue measures seven point five (7.5) feet in length and point five (.5) foot in width for a total of three point seven five (3.75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141783 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 5, 2019.

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*Phoenix Bowl.*

[O2019-7672]

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

SECTION 1. Permission and authority are hereby given and granted to Phoenix Bowl, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) fences on the public right-of-way adjacent to its premises known as 3610 North Pine Grove Avenue. Said fences measure one (1) at eighteen (18) feet in length and one (1) foot in width for a total of eighteen (18) square feet,



one (1) at three (3) feet in length and one (1) foot in width for a total of three (3) square feet and one (1) at six (6) feet in length and one (1) foot in width for a total of six (6) square feet. Existing fencing are three (3) feet in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142001 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 28, 2016.

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*Pickens-Kane Moving & Storage.*

[O2019-7634]

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

SECTION 1. Permission and authority are hereby given and granted to Pickens-Kane Moving & Storage, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) banners projecting over the public right-of-way adjacent to its premises known as 410 North Milwaukee Avenue. Said banners at North Milwaukee Avenue measure three (3) at three (3) feet in length and eight (8) feet in width for a total of seventy-two (72) square feet. Said banners at West Kinzie Street measure three (3) at three (3) feet in length and eight (8) feet in width for a total of seventy-two (72) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141578 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Pill Hill Development Center.*

[O2019-7870]

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

SECTION 1. Permission and authority are hereby given and granted to Pill Hill Development Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 8802 South Stony Island Avenue. Said sign structure measures as follows: along South Stony Island Avenue, at eight (8) feet in length, four (4) feet in height and seven (7) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142313 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after May 14, 2018.

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*Planeta Musical.*

[O2019-7488]

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

SECTION 1. Permission and authority are hereby given and granted to Planeta Musical, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3653 East 106<sup>th</sup> Street. Said sign structure measures as follows: along East 106<sup>th</sup> Street, at thirteen point zero eight (13.08) feet in length, three point three three (3.33) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141273 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*The Plug T-Shirt Store.*

[O2019-7560]

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

SECTION 1. Permission and authority are hereby given and granted to The Plug T-Shirt Store, upon the terms and subject to the conditions of this ordinance, to maintain and use



one (1) sign projecting over the public right-of-way attached to its premises known as 3652 West 111<sup>th</sup> Street. Said sign structure measures as follows: along West 111<sup>th</sup> Street, at six (6) feet in length, three (3) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1133578 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*The Polo Inn Bridgeport USA.*

[O2019-7496]

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

SECTION 1. Permission and authority are hereby given and granted to The Polo Inn Bridgeport USA, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3322 South Morgan Street. Said sign structure measures as follows: along South Morgan Street, at seven (7) feet in length, seven (7) feet in height and twelve point two five (12.25) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1129086 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Port & Park Bistro And Bar.*

[O2019-7694]

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

SECTION 1. Permission and authority are hereby given and granted to Port & Park Bistro and Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, ten (10) light fixtures projecting over the public right-of-way adjacent to its premises known as 4000 -- 4006 North Southport Avenue. Said light fixtures at North Southport Avenue (sconces) measure four (4) at two (2) feet in length, point five (.5) foot in width and six point two five (6.25) feet above grade level. Said light fixtures at North Southport Avenue (goose necks) measure six (6) at two point three three (2.33) feet in length, one point six seven (1.67) feet in width and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142014 herein granted the sum of One Hundred Twenty and no/100 Dollars (\$120.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 28, 2019.

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*Potbelly Sandwich Works.*

[O2019-7745]

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

SECTION 1. Permission and authority are hereby given and granted to Potbelly Sandwich Works, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 57 East Chicago Avenue. Said sign structures measure as follows: along East Chicago Avenue, one (1) at nine point two five (9.25) feet in length, two point seven five (2.75) feet in height and thirteen (13) feet above grade level and one (1) at two point six seven (2.67) feet in length, two point six seven (2.67) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141967 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Prairie Material.*

[O2019-7635]

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

SECTION 1. Permission and authority are hereby given and granted to Prairie Material, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) occupation of space on the public right-of-way adjacent to its premises known as 835 North Peoria Street. Existing occupation of space is used for storage of vehicles and other personal property underneath the roadway overpass for the bridge over the Chicago River at West Chicago Avenue and North Halsted Street. Said occupation of space at North Halsted Street measures three hundred seventy-two (372) feet in length and forty-seven (47) feet in width for a total of seventeen thousand four hundred eighty-four (17,484) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141431 herein granted the sum of Four Thousand Two Hundred Eighty and no/100 Dollars (\$4,280.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2019.

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*Prery.*

[O2019-7580]

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

SECTION 1. Permission and authority are hereby given and granted to Prery, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use



one (1) bicycle rack on the public right-of-way adjacent to its premises known as 1714 North Damen Avenue. Said bicycle rack at West St. Paul Avenue measures five point one six (5.16) feet in length and two point five (2.5) feet in width for a total of twelve point nine (12.9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141525 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Presence St. Mary Of Nazareth Hospital.*

[O2019-7315]

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

SECTION 1. Permission and authority are hereby given and granted to Presence St. Mary of Nazareth Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2233 West Division Street. Said sign structures measure as follows: along West Division Street, two (2) at seventeen (17) feet in length, two point six seven (2.67) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141758 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Project Outdoor LLC.*

[O2019-7904]

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

SECTION 1. Permission and authority are hereby given and granted to Project Outdoor LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 549 North Wells Street. Said sign structures measure as follows: along North Wells Street, two (2) at thirty-six (36) feet in length, ten point five (10.5) feet in height and thirty-seven point five (37.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142245 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*The Purple Pig.*

[O2019-7746]

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

SECTION 1. Permission and authority are hereby given and granted to The Purple Pig, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 444 North Michigan Avenue. Said sign structure measures as follows: along North Michigan Avenue, at two point four two (2.42) feet in length, sixteen point one seven (16.17) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141810 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Quad Communities Development Corporation.*  
(4254 S. Cottage Grove Ave.)

[O2019-7372]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 4254 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141798 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4291 S. Cottage Grove Ave.)

[O2019-7374]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public



right-of-way for beautification purposes adjacent to its premises known as 4291 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141799 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4304 S. Cottage Grove Ave.)

[O2019-7375]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 4304 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be



constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141797 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4314 S. Cottage Grove Ave.)

[O2019-7376]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 4314 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141796 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4425 S. Cottage Grove Ave.)

[O2019-7378]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 4425 South Cottage Grove Avenue. Said planters at South Cottage Grove Avenue measure two (2) at three (3) feet in length and two (2) feet in width for a total of twelve (12) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141800 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4506 S. Cottage Grove Ave.)

[O2019-7380]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 4506 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141801 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.



*Quad Communities Development Corporation.*  
(4507 S. Cottage Grove Ave.)

[O2019-7382]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 4507 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141802 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4654 S. Cottage Grove Ave.)

[O2019-7383]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public



right-of-way for beautification purposes adjacent to its premises known as 4654 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141803 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4848 S. Cottage Grove Ave.)

[O2019-7385]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 4848 South Cottage Grove Avenue. Said planters at South Cottage Grove Avenue measure two (2) at three (3) feet in length and two (2) feet in width for a total of twelve (12) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege



shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141806 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4900 S. Cottage Grove Ave.)

[O2019-7386]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 4900 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141805 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quad Communities Development Corporation.*  
(4901 S. Cottage Grove Ave.)

[O2019-7388]

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

SECTION 1. Permission and authority are hereby given and granted to Quad Communities Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 4901 South Cottage Grove Avenue. Said planter at South Cottage Grove Avenue measures three (3) feet in length and two (2) feet in width for a total of six (6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141804 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*Quality Carwash.*

[O2019-7459]

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

SECTION 1. Permission and authority are hereby given and granted to Quality Carwash, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 644 East 87<sup>th</sup> Street. Said sign structure measures as follows: along East 87<sup>th</sup> Street, at nineteen (19) feet in length, twenty-nine (29) feet in height and one point five (1.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142046 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 16, 2018.



*Radio Advertising, Inc.*

[O2019-7720]

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

SECTION 1. Permission and authority are hereby given and granted to Radio Advertising, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3312 West Peterson Avenue. Said sign structure measures as follows: along West Peterson Avenue, at thirteen point one six (13.16) feet in length, three point five (3.5) feet in height and nine point three three (9.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141552 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Ranalli's.*

[O2019-7651]

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

SECTION 1. Permission and authority are hereby given and granted to Ranalli's, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 1925 North Lincoln Avenue. Said light fixtures at North Lincoln Avenue



measure four (4) at two point two five (2.25) feet in length, one point one seven (1.17) feet in width and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141626 herein granted the sum of Ninety and no/100 Dollars (\$90.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Raygun LLC.*

[O2019-7913]

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

SECTION 1. Permission and authority are hereby given and granted to Raygun LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 5207 North Clark Street. Said sign structure measures as follows: along North Clark Street, one (1) at nine (9) feet in length, three point nine two (3.92) feet in height and eleven (11) feet above grade level. Said sign structure measures as follows: along North Clark Street, one (1) at one point six seven (1.67) feet in length, one point six seven (1.67) feet in height and eleven point zero eight (11.08) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140704 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Redmond's.*

[O2019-7605]

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

SECTION 1. Permission and authority are hereby given and granted to Redmond's, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) light fixtures projecting over the public right-of-way adjacent to its premises known as 3358 North Sheffield Avenue. Said light fixtures at North Sheffield Avenue measure three (3) at point five (.5) foot in length, point five (.5) foot in width and eight (8) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141658 herein granted the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after September 5, 2017.

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*Restaurant & Pozoleria San Juan.*

[O2019-7534]

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

SECTION 1. Permission and authority are hereby given and granted to Restaurant & Pozoleria San Juan, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1523 North Pulaski Road. Said sign structure measures as follows: along North Pulaski Road, at two point four two (2.42) feet in length, eight (8) feet in height and fifteen point four two (15.42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142151 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 13, 2019.

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*Riccardo Enoteca.*

[O2019-7648]

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

SECTION 1. Permission and authority are hereby given and granted to Riccardo Enoteca, upon the terms and subject to the conditions of this ordinance, to maintain and



use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 2116 North Clark Street. Said light fixtures at North Clark Street measure four (4) at one (1) foot in length, two point three three (2.33) feet in width and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142145 herein granted the sum of Ninety and no/100 Dollars (\$90.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Riccardo Osteria.*

[O2019-7637]

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

SECTION 1. Permission and authority are hereby given and granted to Riccardo Osteria, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) ramp with step on the public right-of-way adjacent to its premises known as 1023 West Lake Street. Said ramp with step at North Carpenter Street measures seventeen point eight eight (17.88) feet in length and three point seven one (3.71) feet in width for a total of sixty-six point three three (66.33) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Mayor's Office for People with Disabilities.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140388 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Riverbend Real Estate Investments LLC.*  
(2836 S. Lock St.)  
(Occupation Of Space)

[O2019-7500]

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

SECTION 1. Permission and authority are hereby given and granted to Riverbend Real Estate Investments LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) occupation of space on the public right-of-way adjacent to its premises known as 2836 South Lock Street. Said occupation of space at South Lock Street measures point five (.5) foot in length and three point four two (3.42) feet in width for a total of one point seven one (1.71) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141904 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Riverbend Real Estate Investments LLC.*  
(2836 S. Lock St.)  
(Stairway)

[O2019-7504]

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

SECTION 1. Permission and authority are hereby given and granted to Riverbend Real Estate Investments LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) stairway on the public right-of-way adjacent to its premises known as 2836 South Lock Street. Said stairway at South Lock Street measures sixteen point five eight (16.58) feet in length and twenty (20) feet in width for a total of three hundred thirty-one point six (331.6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141903 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Riverbend Real Estate Investments LLC.*  
(2842 S. Lock St.)  
(Occupation Of Space)

[O2019-7501]

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

SECTION 1. Permission and authority are hereby given and granted to Riverbend Real Estate Investments LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) occupation of space on the public right-of-way adjacent to its premises known as 2842 South Lock Street. Said occupation of space at South Lock Street measures point five (.5) foot in length and one point five (1.5) feet in width for a total of point seven five (.75) square foot. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141902 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Riverbend Real Estate Investments LLC.*  
(2842 S. Lock St.)  
(Stairway)

[O2019-7505]

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

SECTION 1. Permission and authority are hereby given and granted to Riverbend Real Estate Investments LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) stairway on the public right-of-way adjacent



to its premises known as 2842 South Lock Street. Said stairway at South Lock Street measures sixteen point five eight (16.58) feet in length and five point three three (5.33) feet in width for a total of eighty-eight point three seven (88.37) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141901 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Robert's Pizza And Dough Company.*

[O2019-7905]

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

SECTION 1. Permission and authority are hereby given and granted to Robert's Pizza and Dough Company, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 411 East Illinois Street. Said sign structure measures as follows: along East Illinois Street, at two point four two (2.42) feet in length, two point four two (2.42) feet in height and ten point three three (10.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141866 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Roosevelt Collection Shops.*

[O2019-7572]

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

SECTION 1. Permission and authority are hereby given and granted to Roosevelt Collection Shops, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fourteen (14) planters on the public right-of-way for beautification purposes adjacent to its premises known as 150 West Roosevelt Road. Said planters at South Wells Street measure fourteen (14) at fifteen (15) feet in length and four point five (4.5) feet in width for a total of nine hundred forty-five (945) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141304 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2018.

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*Roots Handmade Pizza-Second City/Utopian Tailgate.*

[O2019-7318]

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

SECTION 1. Permission and authority are hereby given and granted to Roots Handmade Pizza-Second City/Utopian Tailgate, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1610 North Wells Street. Said sign structure measures as follows: along North Wells Street, one (1) at two point five (2.5) feet in length, two point five (2.5) feet in height and eleven (11) feet above grade level. Said sign structure measures as follows: along North Wells Street, one (1) at three point zero eight (3.08) feet in length, three (3) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141869 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Ross Dress For Less.*

[O2019-7665]

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

SECTION 1. Permission and authority are hereby given and granted to Ross Dress For Less, upon the terms and subject to the conditions of this ordinance, to maintain and use five (5) signs projecting over the public right-of-way attached to its premises known as 3925 North Cicero Avenue. Said sign structures measure as follows: along North Cicero Avenue, two (2) at twenty-four (24) feet in length, seven point four six (7.46) feet in height and twelve (12) feet above grade level, two (2) at four (4) feet in length, twelve point six seven (12.67) feet in height and ten (10) feet above grade level and one (1) at twenty- one (21) feet in length, six point six seven (6.67) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141859 herein granted the sum of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Jennifer K. Rowland.*

[O2019-7667]

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

SECTION 1. Permission and authority are hereby given and granted to Jennifer K. Rowland, upon the terms and subject to the conditions of this ordinance, to maintain and



use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 4315 North Hazel Street. Said fence at North Hazel Street measures eighty-two (82) feet in length and one (1) foot in width for a total of eighty-two (82) square feet. Existing fence is approximately sixteen (16) inches in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142148 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*RPO Wells Holding LLC.*

[O2019-7747]

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

SECTION 1. Permission and authority are hereby given and granted to RPO Wells Holding LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) cornice projecting over the public right-of-way adjacent to its premises known as 548 North Wells Street. Said cornice at West Ohio Street and North Wells Street measures ninety-seven (97) feet in length and three point three seven (3.37) feet in width for a total of three hundred twenty-six point eight nine (326.89) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141726 herein granted the sum of Four Hundred Twenty-four and no/100 Dollars (\$424.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*S3 Holdings LLC.*  
(Bay Windows)

[O2019-7262]

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

SECTION 1. Permission and authority are hereby given and granted to S3 Holdings LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 608 -- 610 North Ada Street. Said bay windows at North Ada Street measure two (2) at eleven point zero eight (11.08) feet in length and point six seven (.67) foot in width for a total of fourteen point eight five (14.85) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142066 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 14, 2016.

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*S3 Holdings LLC.*  
(Staircase)

[O2019-7264]

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

SECTION 1. Permission and authority are hereby given and granted to S3 Holdings LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) staircase on the public right-of-way adjacent to its premises known as 608 -- 610 North Ada Street. Said staircase at North Ada Street measures four point six seven (4.67) feet in length and nine point one seven (9.17) feet in width for a total of forty-two point eight two (42.82) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142114 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 18, 2017.



*S3 Holdings LLC.*  
(Trash Containers)

[O2019-7265]

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

SECTION 1. Permission and authority are hereby given and granted to S3 Holdings LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) trash containers on the public right-of-way adjacent to its premises known as 608 -- 610 North Ada Street. Said trash containers at North Ada Street measure two (2) at six (6) feet in length and two point five (2.5) feet in width for a total of thirty (30) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142115 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 14, 2016.

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*Scooter's Frozen Custard LLC.*  
(Park Benches)

[O2019-7698]

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

SECTION 1. Permission and authority are hereby given and granted to Scooter's Frozen Custard LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) park benches on the public right-of-way adjacent to



its premises known as 1658 West Belmont Avenue. Said park bench at North Paulina Street measures one (1) at three point eight three (3.83) feet in length and three (3) feet in width for a total of eleven point four nine (11.49) square feet. Said park benches at North Paulina Street measure two (2) at four point four two (4.42) feet in length and two point one seven (2.17) feet in width for a total of nineteen point one eight (19.18) square feet. Said park benches at North Paulina Street measure two (2) at five (5) feet in length and three point eight three (3.83) feet in width for a total of thirty-eight point three (38.3) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142019 herein granted the sum of Three Hundred Seventy-five and no/100 Dollars (\$375.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Scooter's Frozen Custard LLC.*  
(Planters)

[O2019-7700]

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

SECTION 1. Permission and authority are hereby given and granted to Scooter's Frozen Custard LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1658 West Belmont Avenue. Said planters at North Paulina Street measure four (4) at two (2) feet in length and two (2) feet in width for a total of sixteen (16) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the



Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142022 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Scooter's Frozen Custard LLC.*  
(Trash Container)

[O2019-7708]

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

SECTION 1. Permission and authority are hereby given and granted to Scooter's Frozen Custard LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) trash container on the public right-of-way adjacent to its premises known as 1658 West Belmont Avenue. Said trash container at North Paulina Street measures two (2) feet in length and two (2) feet in width for a total of four (4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142020 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Sirron Pilates LLC.*

[O2019-7619]

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

SECTION 1. Permission and authority are hereby given and granted to Sirron Pilates LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5434 North Clark Street. Said sign structure measures as follows: along North Clark Street, at ten (10) feet in length, two (2) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142130 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.



*Smart From The Start LLC.*

[O2019-7539]

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

SECTION 1. Permission and authority are hereby given and granted to Smart from the Start LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1935 -- 1939 West 79<sup>th</sup> Street. Said sign structure measures as follows: along West 79<sup>th</sup> Street, at six (6) feet in length, ten (10) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141822 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Smoke Shop Novelties And Stuff.*

[O2019-7910]

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

SECTION 1. Permission and authority are hereby given and granted to Smoke Shop Novelties and Stuff, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3248 North Clark Street. Said sign structures measure as follows: along North Clark Street, one (1) at eighteen (18) feet in length, three (3) feet in height and



eight point six seven (8.67) feet above grade level and one (1) at five (5) feet in length, four (4) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1138079 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Sonia's Modern Beauty Salon LLC.*

[O2019-7552]

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

SECTION 1. Permission and authority are hereby given and granted to Sonia's Modern Beauty Salon LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2816 North Laramie Avenue. Said sign structure measures as follows: along North Laramie Avenue, at five (5) feet in length, four (4) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141137 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Sound-Bar.*

[O2019-7755]

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

SECTION 1. Permission and authority are hereby given and granted to Sound-Bar, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use twelve (12) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 226 West Ontario Street. Said security camera at North Franklin Street measures one (1) at point three three (.33) foot in length, point eight three (.83) foot in width and twelve (12) feet above grade level. Said security cameras at North Franklin Street measure four (4) at point two five (.25) foot in length, point four two (.42) foot in width and seventeen (17) feet above grade level. Said security camera at North Franklin Street measures one (1) at point two five (.25) foot in length, point two five (.25) foot in width and twenty (20) feet above grade level. Said security camera at North Franklin Street measures one (1) at point three three (.33) foot in length, one point five (1.5) feet in width and twelve (12) feet above grade level. Said security camera at West Ontario Street measures one (1) at point three three (.33) foot in length, point three three (.33) foot in width and twelve (12) feet above grade level. Said security cameras at West Ontario Street measure two (2) at point two five (.25) foot in length, point four two (.42) foot in width and seventeen (17) feet above grade level. Said security camera at West Ontario Street measures one (1) at point three three (.33) foot in length, point three three (.33) foot in width and seventeen (17) feet above grade level. Said security camera at West Ontario Street measures one (1) at point two five (.25) foot in length, point four two (.42) foot in width and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1138672 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*South Of The Border.*

[O2019-7915]

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

SECTION 1. Permission and authority are hereby given and granted to South of the Border, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1416 West Morse Avenue. Said sign structure measures as follows: along West Morse Avenue, at twenty-four (24) feet in length, three (3) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1129878 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Southbridge 4 Master Owner LLC.*

[O2019-7340]

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

SECTION 1. Permission and authority are hereby given and granted to Southbridge 4 Master Owner LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) bicycle rack on the public right-of-way adjacent to its premises known as 2310 South State Street. Said bicycle rack at South State Street measures five point six two (5.62) feet in length and three (3) feet in width for a total of sixteen point eight six (16.86) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141402 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Southbridge 9 Master Owner LLC.*

[O2019-7343]

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

SECTION 1. Permission and authority are hereby given and granted to Southbridge 9 Master Owner LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) siamese connections projecting over the public right-of-way adjacent to its premises known as 2350 South State Street. Said siamese connections at South State Street measure two (2) at point six seven (.67) foot in length and point three three (.33) foot in width for a total of point four four (.44) square foot. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141413 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Staropolska Restaurant.*

[O2019-7579]

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

SECTION 1. Permission and authority are hereby given and granted to Staropolska Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) light fixtures projecting over the public right-of-way adjacent to its premises known as 3028 -- 3030 North Milwaukee Avenue.



Said light fixtures at North Milwaukee Avenue measure eight (8) at one (1) foot in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141947 herein granted the sum of One Hundred Ten and no/100 Dollars (\$110.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*State & Washington Owner LLC.*  
(18 -- 26 N. State St.)

[O2019-7748]

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

SECTION 1. Permission and authority are hereby given and granted to State & Washington Owner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) vaults under the public right-of-way adjacent to its premises known as 18 -- 26 North State Street. Said vault at North State Street measures one (1) at one hundred thirteen (113) feet in length and fifteen point five (15.5) feet in width for a total of one thousand seven hundred fifty-one point five (1,751.5) square feet. Said vaults at West Washington Street measure one (1) at sixteen point five (16.5) feet in length and sixteen (16) feet in width for a total of two hundred sixty-four (264) square feet, one (1) at fourteen point five (14.5) feet in length and sixteen (16) feet in width for a total of two hundred thirty-two (232) square feet and one (1) at seventeen point two five (17.25) feet in length and fourteen (14) feet in width for a total of two hundred forty-one point five (241.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in



accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141875 herein granted the sum of Eight Thousand Nine Hundred Sixty and no/100 Dollars (\$8,960.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*State & Washington Owner LLC.*  
(9 -- 21 W. Washington St.)

[O2019-7749]

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

SECTION 1. Permission and authority are hereby given and granted to State & Washington Owner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) vaults under the public right-of-way adjacent to its premises known as 9 -- 21 West Washington Street. Said vault at West Washington Street level Number 1 measures one (1) at forty point five eight (40.58) feet in length and sixteen (16) feet in width for a total of six hundred forty-nine point two eight (649.28) square feet. Said vault at West Washington Street level Number 2 measures one (1) at nineteen point one six (19.16) feet in length and sixteen (16) feet in width for a total of three hundred six point five six (306.56) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141876 herein granted the sum of Two Thousand Six Hundred Thirteen and no/100 Dollars (\$2,613.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 2, 2017.

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*State Farm Insurance.*  
(5433 W. Addison St.)

[O2019-7601]

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

SECTION 1. Permission and authority are hereby given and granted to State Farm Insurance, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5433 West Addison Street. Said sign structure measures as follows: along West Addison Street, at fifteen (15) feet in length, three (3) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141222 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*State Farm Insurance.*  
(5840 W. Fullerton Ave.)

[O2019-7890]

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

SECTION 1. Permission and authority are hereby given and granted to State Farm Insurance, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5840 West Fullerton Avenue. Said sign structure measures as follows: along West Fullerton Avenue, at eight point one seven (8.17) feet in length, eight (8) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139747 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.



*Staypineapple Chicago.*

[O2019-7756]

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

SECTION 1. Permission and authority are hereby given and granted to Staypineapple Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1 West Washington Street. Said planters at West Washington Street measure six (6) at one point six seven (1.67) feet in length and two point five (2.5) feet in width for a total of twenty-five point zero five (25.05) square feet. Said planters at North State Street measure two (2) at one point three three (1.33) feet in length and three (3) feet in width for a total of seven point nine eight (7.98) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141824 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Stella's Diner.*

[O2019-7606]

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

SECTION 1. Permission and authority are hereby given and granted to Stella's Diner, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) ornament projecting over the public right-of-way adjacent to its



premises known as 3042 North Broadway. Said ornament at North Broadway measures four (4) feet in length and four (4) feet in width for a total of sixteen (16) square feet. Existing ornament is located approximately thirteen (13) feet above grade level at the entrance of said business. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141781 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Stellar Wireless Retail LLC, Doing Business As MetroPCS.*

[O2019-7882]

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

SECTION 1. Permission and authority are hereby given and granted to Stellar Wireless Retail LLC, doing business as MetroPCS, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2735 West Division Street. Said sign structure measures as follows: along West Division Street, at fourteen (14) feet in length, three (3) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139296 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Sterling Bay Companies LLC.*

[O2019-7750]

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

SECTION 1. Permission and authority are hereby given and granted to Sterling Bay Companies LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nine (9) light fixtures projecting over the public right-of-way adjacent to its premises known as 626 West Jackson Boulevard. Said light fixtures at West Jackson Boulevard measure nine (9) at point five (.5) foot in length, point six six (.66) foot in width and seventeen (17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141633 herein granted the sum of One Hundred Fifteen and no/100 Dollars (\$115.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*Sterling Bay Property Management LLC.*

[O2019-7753]

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

SECTION 1. Permission and authority are hereby given and granted to Sterling Bay Property Management LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 130 East Randolph Street. Said security cameras at East Randolph Street measure two (2) at point four two (.42) foot in length, one point one six (1.16) feet in width and twenty-two (22) feet above grade level, one (1) at point four two (.42) foot in length, one point one six (1.16) feet in width and fifteen point two five (15.25) feet above grade level, one (1) at point four two (.42) foot in length, one point one six (1.16) feet in width and fifteen (15) feet above grade level, one (1) at point four two (.42) foot in length, one point one six (1.16) feet in width and thirteen (13) feet above grade level, two (2) at point four two (.42) foot in length, one point one six (1.16) feet in width and thirty-two (32) feet above grade level and one (1) at point four two (.42) foot in length, one point one six (1.16) feet in width and twenty-four (24) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1134860 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*The Straw Hog.*

[O2019-7157]

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

SECTION 1. Permission and authority are hereby given and granted to The Straw Hog, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1652 East 79<sup>th</sup> Street. Said sign structure measures as follows: along East 79<sup>th</sup> Street, at eleven (11) feet in length, five (5) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141838 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Subway 26445.  
(Light Fixtures)*

[O2019-7607]

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

SECTION 1. Permission and authority are hereby given and granted to Subway 26445, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 3346 West Foster Avenue. Said light fixtures at West Foster Avenue



measure two (2) at two (2) feet in length, one point five (1.5) feet in width and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142056 herein granted the sum of Eighty and no/100 Dollars (\$80.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*Subway 26445.*  
(Sign)

[O2019-7609]

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

SECTION 1. Permission and authority are hereby given and granted to Subway 26445, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3346 West Foster Avenue. Said sign structure measures as follows: along West Foster Avenue, at ten (10) feet in length, five point one seven (5.17) feet in height and thirteen point nine two (13.92) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142055 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 22, 2019.

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*Supermercado El Ranchito.*

[O2019-7525]

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

SECTION 1. Permission and authority are hereby given and granted to Supermercado El Ranchito, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2414 -- 2416 West 47<sup>th</sup> Street. Said sign structure measures as follows: along West 47<sup>th</sup> Street, at eight (8) feet in length, four (4) feet in height and ten point six seven (10.67) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141883 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after November 19, 2018.

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*T-Mobile.*

[O2019-7713]

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

SECTION 1. Permission and authority are hereby given and granted to T-Mobile, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1209 West Arthur Avenue. Said sign structure measures as follows: along West Arthur Avenue, at seventeen point two five (17.25) feet in length, three point zero eight (3.08) feet in height and twelve point five (12.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142105 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Tabb's Food & Liquor, Inc.*

[O2019-7544]

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

SECTION 1. Permission and authority are hereby given and granted to Tabb's Food & Liquor, Inc., upon the terms and subject to the conditions of this ordinance, to maintain



and use, as now constructed, one (1) occupation of space for parking on the public right-of-way adjacent to its premises known as 2600 West Chicago Avenue. Said occupation of space for parking at North Rockwell Street measures twenty-three (23) feet in length and six point five (6.5) feet in width for a total of one hundred forty-nine point five (149.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141174 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*Talard Thai Market.*

[O2019-7704]

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

SECTION 1. Permission and authority are hereby given and granted to Talard Thai Market, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5351 -- 5353 North Broadway. Said sign structure measures as follows: along North Broadway, at twelve (12) feet in length, eight (8) feet in height and seventeen point six seven (17.67) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141666 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Tapster.*

[O2019-7907]

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

SECTION 1. Permission and authority are hereby given and granted to Tapster, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1059 West Wrightwood Avenue. Said sign structure measures as follows: along West Wrightwood Avenue, at five point zero eight (5.08) feet in length, two point nine one (2.91) feet in height and ten point three three (10.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140833 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Tattoo Factory.*

[O2019-7673]

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

SECTION 1. Permission and authority are hereby given and granted to Tattoo Factory, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) light fixtures projecting over the public right-of-way adjacent to its premises known as 4439 -- 4443 North Broadway. Said light fixtures at North Broadway measure six (6) at one (1) foot in length, three (3) feet in width and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1135543 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Taylor Wine & Spirits.*

[O2019-7887]

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

SECTION 1. Permission and authority are hereby given and granted to Taylor Wine & Spirits, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1455 West Taylor Street. Said sign structures measure as follows: along West 18<sup>th</sup> Street, one (1) at eight point three three (8.33) feet in length, three point one seven (3.17) feet in height and seventeen (17) feet above grade level and one (1) at four point eight three (4.83) feet in length, two point one seven (2.17) feet in height and seventeen (17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141835 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Tortello.*

[O2019-7267]

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

SECTION 1. Permission and authority are hereby given and granted to Tortello, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign



projecting over the public right-of-way attached to its premises known as 1746 West Division Street. Said sign structure measures as follows: along West Division Street, at two point five (2.5) feet in length, two point five (2.5) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140180 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Uecker Glades LLC.*

[O2019-7640]

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

SECTION 1. Permission and authority are hereby given and granted to Uecker Glades LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 815 West Randolph Street. Said fire escape at West Randolph Street measures thirty-eight point nine two (38.92) feet in length and six point five (6.5) feet in width for a total of two hundred fifty-two point nine eight (252.98) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142006 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 18, 2019.

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*University Commons IV Condominium Association.*

[O2019-7508]

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

SECTION 1. Permission and authority are hereby given and granted to University Commons IV Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) landscapings on the public right-of-way for beautification purposes adjacent to its premises known as 1111 -- 1151 West 15<sup>th</sup> Street. Said landscaping at 1111 -- 1151 West 15<sup>th</sup> Street measures one (1) at six hundred twenty-one point four two (621.42) feet in length and thirty-five (35) feet in width for a total of twenty-one thousand seven hundred forty-nine point seven (21,749.7) square feet. Said landscaping at 1111 -- 1151 West 15<sup>th</sup> Street measures one (1) at ninety-six point six seven (96.67) feet in length and twenty (20) feet in width for a total of one thousand nine hundred thirty-three point four (1,933.4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141563 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*University Of Illinois Medical Center At Chicago.*

[O2019-7639]

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

SECTION 1. Permission and authority are hereby given and granted to University of Illinois Medical Center at Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) pedestrian bridge projecting over the public right-of-way adjacent to its premises known as 1740 West Taylor Street. Said pedestrian bridge at West Taylor Street measures thirty-eight point seven five (38.75) feet in length and eighteen point five (18.5) feet in width for a total of seven hundred sixteen point eight eight (716.88) square feet. Pedestrian bridge shall be approximately fourteen (14) feet, six (6) inches above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141271 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*The UPS Store.*

[O2019-7612]

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

SECTION 1. Permission and authority are hereby given and granted to The UPS Store, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3320 West Foster Avenue. Said sign structure measures as follows: along West Foster Avenue, at seventeen point five eight (17.58) feet in length, two point one seven (2.17) feet in height and eleven point four two (11.42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140306 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Urban Beautique.*

[O2019-7460]

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

SECTION 1. Permission and authority are hereby given and granted to Urban Beautique, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7722 South Cottage Grove Avenue. Said sign structure measures as follows: along South Cottage Grove Avenue, at eight (8) feet in length, six (6) feet in height and



twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142144 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.

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*V's Barbershop.*

[O2019-7321]

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

SECTION 1. Permission and authority are hereby given and granted to V's Barbershop, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1632 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at three (3) feet in length, three (3) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141104 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Veggie Grill.*

[O2019-7641]

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

SECTION 1. Permission and authority are hereby given and granted to Veggie Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 911 West Randolph Street. Said sign structure measures as follows: along West Randolph Street, one (1) at eighteen point two five (18.25) feet in length, four point one seven (4.17) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along (blade sign), one (1) at three (3) feet in length, two (2) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140855 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Vernon Park Tap.*

[O2019-7575]

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

SECTION 1. Permission and authority are hereby given and granted to Vernon Park Tap, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) staircase projecting over the public right-of-way adjacent to its premises known as 1073 West Vernon Park Place. Said staircase at public alley measures sixteen (16) feet in length and three (3) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141743 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.



*View Chicago LLC.*

[O2019-7642]

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

SECTION 1. Permission and authority are hereby given and granted to View Chicago LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) light fixture projecting over the public right-of-way adjacent to its premises known as 668 -- 670 West Hubbard Street. Said light fixture at West Hubbard Street measures one (1) foot in length, three (3) feet in width and forty-one (41) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141843 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Vinci.*

[O2019-7652]

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

SECTION 1. Permission and authority are hereby given and granted to Vinci, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) steps on the public right-of-way adjacent to its premises known as 1732 North Halsted Street. Said step measures one (1) at seven point five (7.5) feet



in length and seven point five (7.5) feet in width for a total of fifty-six point two five (56.25) square feet. Said step at North Halsted Street and West Willow Street measures one (1) at six (6) feet in length and six (6) feet in width for a total of thirty-six (36) square feet. Said step at West Willow Street measures one (1) at three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141915 herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 12, 2018.

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*Vosges Haut-Chocolat.*

[O2019-7655]

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

SECTION 1. Permission and authority are hereby given and granted to Vosges Haut-Chocolat, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) light fixtures projecting over the public right-of-way adjacent to its premises known as 951 West Armitage Avenue. Said light fixtures at West Armitage Avenue measure three (3) at point five (.5) foot in length, one (1) foot in width and nine point three three (9.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141591 herein granted the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Walgreens No. 3072.*

[O2019-7899]

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

SECTION 1. Permission and authority are hereby given and granted to Walgreens Number 3072, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 641 North Clark Street. Said sign structure measures as follows: along West Erie Street, one (1) at twenty-one point one six (21.16) feet in length, two point one six (2.16) feet in height and eighteen (18) feet above grade level. Said sign structure measures as follows: along North Clark Street, one (1) at thirty-eight point six six (38.66) feet in length, four (4) feet in height and twenty (20) feet above grade level. Said sign structure measures as follows: along North Clark Street, one (1) at twelve point eight three (12.83) feet in length, one point five (1.5) feet in height and twenty-one (21) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142203 herein granted the sum of Seven Hundred and no/100 Dollars (\$700.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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*Walgreens No. 10350.*

[O2019-7421]

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

SECTION 1. Permission and authority are hereby given and granted to Walgreens Number 10350, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) light fixtures projecting over the public right-of-way adjacent to its premises known as 7109 South Jeffery Boulevard. Said light fixtures at South Jeffery Boulevard measure six (6) at one point five (1.5) feet in length, one (1) foot in width and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141777 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.



*Scott Waltenburg.*

[O2019-7638]

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

SECTION 1. Permission and authority are hereby given and granted to Scott Waltenburg, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) staircases on the public right-of-way adjacent to its premises known as 1530 North Throop Street. Said staircase at North Throop Street measures one (1) at seven (7) feet in length and four point one six (4.16) feet in width for a total of twenty-nine point one two (29.12) square feet. Said staircase at North Throop Street measures one (1) at three (3) feet in length and four point one six (4.16) feet in width for a total of twelve point four eight (12.48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142123 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*WellNow Urgent Care, P.C.*

[O2019-7562]

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

SECTION 1. Permission and authority are hereby given and granted to WellNow Urgent Care, P.C., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as



2353 West 95<sup>th</sup> Street. Said sign structure measures as follows: along West 95<sup>th</sup> Street, one (1) at twenty-two point zero eight (22.08) feet in length, six point two five (6.25) feet in height and thirteen (13) feet above grade level. Said sign structure measures as follows: along South Western Avenue, one (1) at twenty-two point zero eight (22.08) feet in length, six point two five (6.25) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141099 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*West Shore Pipe Line Company (Successor In Interest To Badger Pipe Line Company).*

[O2019-7485]

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

SECTION 1. Permission and authority are hereby given and granted to West Shore Pipe Line Company (successor in interest to Badger Pipe Line Company), upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) pipe line under the public right-of-way adjacent to its premises known as 13000 South Indiana Avenue. Under the crossing at South Avenue O, said pipe will run in a northerly direction starting at a point south of East 135<sup>th</sup> Street; thence entering the 14-foot north/south public alley at a point two (2) feet west of the east line of said public; thence running north under the East 135<sup>th</sup> Street crossing and the East 134<sup>th</sup> Street crossing; thence exiting the north/south public alley and running in a northerly direction inside private property and crossing under the East 133<sup>rd</sup> Street crossing; thence entering



the same north/south public alley at a point two (2) feet west of the east line of said alley; thence crossing under the East 123<sup>rd</sup> Street crossing; thence running in a northerly direction a distance of approximately 75 feet; thence running in a westerly direction to connect with existing pipeline, south of East 131<sup>st</sup> Street; thence crossing under the East 131<sup>st</sup> Street crossing at a railroad right-of-way of the Pennsylvania Railroad in Section 32, Township 37 North, Range 15, East of the Third Principal Meridian. Under and across the East 130<sup>th</sup> Street to the north side thereof and to a point approximately ten (10) feet south of the north line of said street, but within the dedicated or established boundaries thereof; thence westerly parallel with East 130<sup>th</sup> Street in a line approximately ten (10) feet south of and parallel with the north line of said street for a distance of seven thousand three hundred sixty-nine (7,369) feet to the north side of the east abutment of the bridge over the Little Calumet River; thence westerly on the north side of and attached to said bridge a distance of approximately three hundred seventy-four (374) feet to the west abutment of said bridge; thence continuing westerly on a straight line a distance of six hundred eighty-seven (687) feet; thence southwesterly diagonally under and across East 130<sup>th</sup> Street, a distance of one hundred one (101) feet to a point approximately five (5) feet north of and parallel with the south line of East 130<sup>th</sup> Street, a distance of ten thousand six hundred eighty-five (10,685) feet; thence southwesterly approximately five (5) feet northwesterly of and parallel with the southwesterly right-of-way of the Illinois Central Railroad. Under and across South Indiana Avenue at a point one thousand seventy-nine (1,079) feet south of the center line of East 130<sup>th</sup> Street diagonally, a distance of approximately one hundred sixty-four (164) feet. Said pipeline occupying the public way of the City of Chicago for a total of approximately nineteen thousand seven hundred ninety- six (19,796) feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141809 herein granted the sum of Twenty-one Thousand Nine Hundred Forty-one and no/100 Dollars (\$21,941.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after August 10, 2019.



*The Westin Michigan Avenue.*

[O2019-7324]

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

SECTION 1. Permission and authority are hereby given and granted to The Westin Michigan Avenue, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eleven (11) planters on the public right-of-way for beautification purposes adjacent to its premises known as 909 North Michigan Avenue. Said planters at East Delaware Place measure eight (8) at six (6) feet in length and three point five (3.5) feet in width for a total of one hundred sixty-eight (168) square feet. Said planters at North Michigan Avenue measure three (3) at six (6) feet in length and three point five (3.5) feet in width for a total of sixty-three (63) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142173 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*The Whale Chicago.*  
(Light Fixtures)

[O2019-7269]

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

SECTION 1. Permission and authority are hereby given and granted to The Whale Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twenty-one (21) light fixtures projecting over the public



right-of-way adjacent to its premises known as 2427 -- 2431 North Milwaukee Avenue. Said light fixtures at North Richmond Street measure ten (10) at point seven five (.75) foot in length, point six seven (.67) foot in width and nine (9) feet above grade level and three (3) at one (1) foot in length, point five (.5) foot in width and fifteen (15) feet above grade level. Said light fixtures at North Milwaukee Avenue measure four (4) at point seven five (.75) foot in length, point six seven (.67) foot in width and nine (9) feet above grade level, two (2) at point seven five (.75) foot in length, one point three three (1.33) feet in width and fourteen (14) feet above grade level and two (2) at point seven five (.75) foot in length, one point three three (1.33) feet in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141913 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*The Whale Chicago.*  
(Security Cameras)

[O2019-7271]

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

SECTION 1. Permission and authority are hereby given and granted to The Whale Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 2427 -- 2431 North Milwaukee Avenue. Said security cameras at North Richmond Street measure three (3) at point five (.5) foot in length, point five (.5) foot in width and eleven (11) feet above grade level. Said security cameras at North Milwaukee Avenue measure two (2) at point five (.5) foot in



length, point five (.5) foot in width and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141914 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*WholeHealth Chicago 3.*

[O2019-7325]

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

SECTION 1. Permission and authority are hereby given and granted to WholeHealth Chicago 3, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) banners projecting over the public right-of-way adjacent to its premises known as 2265 North Clybourn Avenue. Said banners at North Clybourn Avenue measure five (5) at one point five (1.5) feet in length and six point five (6.5) feet in width for a total of forty-eight point seven five (48.75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1129753 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Wing Lung Metal Works.*

[O2019-7345]

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

SECTION 1. Permission and authority are hereby given and granted to Wing Lung Metal Works, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4310 South Shields Avenue. Said sign structure measures as follows: along South Shields Avenue, at eight (8) feet in length, nine (9) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141905 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Wolcoe LLC.*

[O2019-7709]

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

SECTION 1. Permission and authority are hereby given and granted to Wolcoe LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 1847 West Roscoe Street. Said bay window at West Roscoe Street measures one (1) at nine (9) feet in length and three (3) feet in width for a total of twenty-seven (27) square feet. Said bay window at North Wolcott Avenue measures one (1) at twenty-five (25) feet in length and three (3) feet in width for a total of seventy-five (75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141850 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.



WPA3 LLC.  
(Bay Windows)

[O2019-7281]

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

SECTION 1. Permission and authority are hereby given and granted to WPA3 LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 649 -- 651 North Wolcott Avenue. Said bay windows at North Wolcott Avenue measure two (2) at eight point five eight (8.58) feet in length and two point seven five (2.75) feet in width for a total of forty-seven point one nine (47.19) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142199 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.

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WPA3 LLC.  
(Staircase)

[O2019-7284]

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

SECTION 1. Permission and authority are hereby given and granted to WPA3 LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) staircase on the public right-of-way adjacent to its premises known as



649 -- 651 North Wolcott Avenue. Said staircase at North Wolcott Avenue measures six point nine two (6.92) feet in length and two point three three (2.33) feet in width for a total of sixteen point one two (16.12) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142200 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.

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*Zs Dev Peoria Green LLC.*

[O2019-7644]

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

SECTION 1. Permission and authority are hereby given and granted to Zs Dev Peoria Green LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) balconies projecting over the public right-of-way adjacent to its premises known as 128 South Green Street. Said balconies at South Green Street measure five (5) at twelve point four two (12.42) feet in length and three point nine two (3.92) feet in width for a total of two hundred forty-three point four three (243.43) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142093 herein granted the sum of Three Hundred Seventy-five and no/100 Dollars (\$375.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*7-Eleven 29150E.*

[O2019-7590]

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

SECTION 1. Permission and authority are hereby given and granted to 7-Eleven 29150E, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3401 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at seven point zero eight (7.08) feet in length, seven point zero eight (7.08) feet in height and seventeen point three three (17.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142143 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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*50 East Randolph Investments LLC.*

[O2019-7764]

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

SECTION 1. Permission and authority are hereby given and granted to 50 East Randolph Investments LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) planters on the public right-of-way for beautification purposes adjacent to its premises known as 116 West Illinois Street. Said planters at East Randolph Street measure three (3) at ten (10) feet in length and point zero one (.01) foot in width for a total of point three (.3) square foot. Said planters at North Wabash Avenue measure two (2) at sixteen (16) feet in length and two (2) feet in width for a total of sixty-four (64) square feet and one (1) at twenty-six (26) feet in length and two (2) feet in width for a total of fifty-two (52) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141891 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*55 East Monroe Investors IV LLC.*

[O2019-7766]

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

SECTION 1. Permission and authority are hereby given and granted to 55 East Monroe Investors IV LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fifteen (15) bicycle racks on the public right-of-way adjacent to its premises known as 105 -- 151 South Wabash Avenue. Said bicycle racks at South Wabash Avenue measure fifteen (15) at two point five (2.5) feet in length and point one six (.16) foot in width for a total of six (6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141716 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 31, 2017.

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*95<sup>th</sup> Street Beverly Hills Business Association.  
(1751 W. 95<sup>th</sup> St.)*

[O2019-7565]

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

SECTION 1. Permission and authority are hereby given and granted to 95<sup>th</sup> Street Beverly Hills Business Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) landscaping on the public



right-of-way for beautification purposes adjacent to its premises known as 1751 West 95<sup>th</sup> Street. Said landscaping at West 95<sup>th</sup> Street measures thirty (30) feet in length and fifteen (15) feet in width for a total of four hundred fifty (450) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141772 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*95<sup>th</sup> Street Beverly Hills Business Association.*  
(2321 W. 95<sup>th</sup> St.)

[O2019-7568]

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

SECTION 1. Permission and authority are hereby given and granted to 95<sup>th</sup> Street Beverly Hills Business Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 2321 West 95<sup>th</sup> Street. Said landscaping at West 95<sup>th</sup> Street measures thirty (30) feet in length and fifteen (15) feet in width for a total of four hundred fifty (450) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141717 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*108 North State Street (Chicago) Owner LLC.*  
(Banners)

[O2019-7754]

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

SECTION 1. Permission and authority are hereby given and granted to 108 North State Street (Chicago) Owner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) banners projecting over the public right-of-way adjacent to its premises known as 108 North State Street. Said banner at North Dearborn Street measures one (1) at four (4) feet in length and thirty-nine point one seven (39.17) feet in width for a total of one hundred fifty-six point six eight (156.68) square feet. Said banners at North State Street measure four (4) at four (4) feet in length and thirty-nine point one seven (39.17) feet in width for a total of six hundred twenty-six point seven two (626.72) square feet. Said banner at West Randolph Street measures one (1) at four (4) feet in length and thirty-nine point one seven (39.17) feet in width for a total of one hundred fifty-six point six eight (156.68) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141700 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 11, 2018.

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*108 North State Street (Chicago) Owner LLC.*  
(Light Fixtures)

[O2019-7757]

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

SECTION 1. Permission and authority are hereby given and granted to 108 North State Street (Chicago) Owner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twelve (12) light fixtures projecting over the public right-of-way adjacent to its premises known as 108 North State Street. Said light fixtures at North Dearborn Street measure two (2) at two point six seven (2.67) feet in length, point six seven (.67) foot in width and thirty-four point five eight (34.58) feet above grade level. Said light fixtures at North State Street measure eight (8) at two point six seven (2.67) feet in length, point six seven (.67) foot in width and thirty-four point five eight (34.58) feet above grade level. Said light fixtures at West Randolph Street measure two (2) at two point six seven (2.67) feet in length, point six seven (.67) foot in width and thirty-four point five eight (34.58) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141702 herein granted the sum of One Hundred Thirty and no/100 Dollars (\$130.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 11, 2018.

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*303 Madison.*

[O2019-7758]

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

SECTION 1. Permission and authority are hereby given and granted to 303 Madison, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) planters on the public right-of-way for beautification purposes adjacent to its premises known as 303 West Madison Street. Said planters at West Madison Street measure two (2) at ten (10) feet in length and four (4) feet in width for a total of eighty (80) square feet. Said planters at South Franklin Street measure two (2) at ten (10) feet in length and four (4) feet in width for a total of eighty (80) square feet and two (2) at five point three three (5.33) feet in length and four point three three (4.33) feet in width for a total of forty-six point one six (46.16) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141554 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of ten (10) years from and after July 28, 2015.

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*320 North Sangamon Owner LLC.*

[O2019-7646]

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

SECTION 1. Permission and authority are hereby given and granted to 320 North Sangamon Owner LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 320 North Sangamon Street. Said planter at North Sangamon Street measures twenty-three (23) feet in length and six (6) feet in width for a total of one hundred thirty-eight (138) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141776 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*538 -- 550 West Diversey.*

[O2019-7608]

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

SECTION 1. Permission and authority are hereby given and granted to 538 -- 550 West Diversey, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) door swing on the public right-of-way adjacent to its premises known as 538 -- 550 West Diversey Parkway. Said door swing at West Diversey Parkway (alley) measures three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141193 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*730 Franklin Building Owner LLC.*  
(Planter Railing)

[O2019-7760]

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

SECTION 1. Permission and authority are hereby given and granted to 730 Franklin Building Owner LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) planter railing on the public right-of-way for beautification purposes adjacent to its premises known as 730 North Franklin Street.



Said planter railing at North Franklin Street measures forty-two point seven five (42.75) feet in length and three point seven five (3.75) feet in width for a total of one hundred sixty point three one (160.31) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141637 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*730 Franklin Building Owner LLC.  
(Ramp)*

[O2019-7762]

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

SECTION 1. Permission and authority are hereby given and granted to 730 Franklin Building Owner LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) ramp on the public right-of-way adjacent to its premises known as 730 North Franklin Street. Said ramp at North Franklin Street measures fifteen point eight three (15.83) feet in length and five point six seven (5.67) feet in width for a total of eighty-nine point seven six (89.76) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Mayor's Office for People with Disabilities.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141636 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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730 Randolph LLC.

[O2019-7649]

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

SECTION 1. Permission and authority are hereby given and granted to 730 Randolph LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) manhole on the public right-of-way adjacent to its premises known as 732 West Randolph Street. Said manhole at West Couch Place measures three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141549 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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1524 Fullerton LLC.

[O2019-7581]

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

SECTION 1. Permission and authority are hereby given and granted to 1524 Fullerton LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bay window projecting over the public right-of-way adjacent to its premises known as 1524 West Fullerton Avenue. Said bay window at West Fullerton Avenue measures nine point four two (9.42) feet in length and two point two five (2.25) feet in width for a total of twenty-one point two (21.2) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141630 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.



*2210 Halsted LLC.*  
(Balcony)

[O2019-7658]

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

SECTION 1. Permission and authority are hereby given and granted to 2210 Halsted LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) balcony projecting over the public right-of-way adjacent to its premises known as 2210 North Halsted Street. Said balcony at North Halsted Street measures four point two five (4.25) feet in length and four point two five (4.25) feet in width for a total of eighteen point zero six (18.06) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141565 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*2210 Halsted LLC.*  
(Bay Window)

[O2019-7661]

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

SECTION 1. Permission and authority are hereby given and granted to 2210 Halsted LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bay window projecting over the public right-of-way adjacent to



its premises known as 2210 North Halsted Street. Said bay window at North Halsted Street measures three (3) feet in length and eleven point one two (11.12) feet in width for a total of thirty-three point three six (33.36) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141566 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*2210 Halsted LLC.*  
(Light Fixture)

[O2019-7664]

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

SECTION 1. Permission and authority are hereby given and granted to 2210 Halsted LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) light fixture projecting over the public right-of-way adjacent to its premises known as 2210 North Halsted Street. Said light fixture at North Halsted Street measures one point four one (1.41) feet in length, one point four one (1.41) feet in width and ten point three nine (10.39) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141567 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*2315 West Huron LLC.*

[O2019-7287]

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

SECTION 1. Permission and authority are hereby given and granted to 2315 West Huron LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) balconies projecting over the public right-of-way adjacent to its premises known as 2315 West Huron Street. Said balconies at West Huron Street measure four (4) at thirteen (13) feet in length and four (4) feet in width for a total of two hundred eight (208) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141928 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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*2500 Milwaukee LLC.*  
(2480 N. Milwaukee Ave.)

[O2019-7582]

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

SECTION 1. Permission and authority are hereby given and granted to 2500 Milwaukee LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) cornices projecting over the public right-of-way adjacent to its premises known as 2480 North Milwaukee Avenue. Said cornice at North Milwaukee Avenue measures one (1) at one hundred ninety-four point eight three (194.83) feet in length and one point five eight (1.58) feet in width for a total of three hundred seven point eight three (307.83) square feet. Said cornice at North Sacramento Avenue measures one (1) at forty-two point four two (42.42) feet in length and one point five eight (1.58) feet in width for a total of sixty-seven point zero two (67.02) square feet. Said cornice at North Linden Place measures one (1) at one hundred forty-three point six seven (143.67) feet in length and one point five eight (1.58) feet in width for a total of two hundred twenty-seven (227) square feet. Said cornice at North Milwaukee Avenue and North Linden Place (public alley) measures one (1) at one hundred twelve point two five (112.25) feet in length and one point five eight (1.58) feet in width for a total of one hundred seventy-seven point three six (177.36) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141937 herein granted the sum of One Thousand Six Hundred and no/100 Dollars (\$1,600.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*2500 Milwaukee LLC.*  
(2522 N. Milwaukee Ave.)

[O2019-7585]

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

SECTION 1. Permission and authority are hereby given and granted to 2500 Milwaukee LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) cornice projecting over the public right-of-way adjacent to its premises known as 2522 North Milwaukee Avenue. Said cornice at North Milwaukee Avenue and North Linden Place measures four point three three (4.33) feet in length and one point four two (1.42) feet in width for a total of six point one five (6.15) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141934 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*2500 Throop LLC.*

[O2019-7511]

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

SECTION 1. Permission and authority are hereby given and granted to 2500 Throop LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) steps on the public right-of-way adjacent to its premises known as 2500 South Throop Street. Said steps at South Eleanor Street measure one (1) at two (2) feet in length and three (3) feet in width for a total of six (6) square feet and one (1) at two (2) feet in length and seven point five (7.5) feet in width for a total of fifteen (15) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142160 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*3500 Archer LLC.*

[O2019-7509]

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

SECTION 1. Permission and authority are hereby given and granted to 3500 Archer LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seven (7) balconies projecting over the public right-of-way adjacent to its premises known as 3500 South Archer Avenue. Said balconies at South Archer Avenue measure four (4) at ten (10) feet in length and one point six (1.6) feet in width for a total



of sixty-four (64) square feet. Said balconies at West 35<sup>th</sup> Street measure three (3) at ten (10) feet in length and one point six (1.6) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141879 herein granted the sum of Five Hundred Twenty-five and no/100 Dollars (\$525.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*5704 Building LLC.*

[O2019-7423]

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

SECTION 1. Permission and authority are hereby given and granted to 5704 Building LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, thirteen (13) light fixtures projecting over the public right-of-way adjacent to its premises known as 5700 -- 5704 South Harper Avenue. Said light fixture at South Harper Avenue measures one (1) at one point five eight (1.58) feet in length, point seven five (.75) foot in width and eleven point five (11.5) feet above grade level. Said light fixtures at 1449 -- 1461 East 57<sup>th</sup> Street measure twelve (12) at one point five eight (1.58) feet in length, point seven five (.75) foot in width and eleven point five (11.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141815 herein granted the sum of One Hundred Thirty-five and no/100 Dollars (\$135.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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#### AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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* amendments to various ordinances passed by the City Council of the City of Chicago for grants of privilege in the public way. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*



On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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):

*Bobtail Soda Fountain.*

[O2019-7744]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Bobtail Soda Fountain on September 20, 2018 and printed upon page 84479 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Bobtail Soda Fountain" and inserting in their place the words: "Johnson's Real Ice Cream".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

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*Dana Hotel And Spa.*

[O2019-7696]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Dana Hotel and Spa on January 25, 2017 and printed upon page 41977 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Dana Hotel and Spa" and inserting in their place the words: "Eurostars Magnificent Mile".

SECTION 2. This ordinance amendment shall be in effect upon its passage.



*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122510)

[O2019-7733]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93025 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122511)

[O2019-7719]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93023 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122512)

[O2019-7731]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93025 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.



*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122513)

[O2019-7729]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93024 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122514)

[O2019-7738]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93025 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

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*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122683)

[O2019-7722]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93023 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.



*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122686)

[O2019-7723]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93023 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122687)

[O2019-7726]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93024 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122689)

[O2019-7715]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93026 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.



*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122690)

[O2019-7711]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93022 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1122693)

[O2019-7718]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93022 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

*W-Z NMA Office Owner VIII LLC.*  
(Privilege No. 1123765)

[O2019-7724]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for W-Z NMA Office Owner VIII LLC on December 12, 2018 and printed upon page 93024 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "W-Z NMA APL Owner VIII LLC" and inserting in their place the words: "W-Z NMA Office Owner VIII LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.



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on page 7669



(Published by the Authority of the City Council of the City of Chicago)

COPY



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

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Regular Meeting -- Wednesday, October 16, 2019

at 10:00 A.M.

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

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**OFFICIAL RECORD.**

**VOLUME II**

**LORI E. LIGHTFOOT**  
Mayor

**ANDREA M. VALENCIA**  
City Clerk



Continued from Volume I  
on page 7668







**COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.**  
(Cont.)

GRANTS OF PRIVILEGE IN PUBLIC WAY FOR AWNINGS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 to authorize the issuance of permits to various applicants for the installation, maintenance and use of awnings. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas – Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cardenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein – 50.

Nays – None.

Alderman Thompson 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):



*Alexia's Fresh Market.*

[02019-7227]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Alexia's Fresh Market, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 4459 West Diversey Avenue. Said awning at West Diversey Avenue measures twenty-seven (27) feet in length and three point four two (3.42) feet in width for a total of ninety-two point three four (92.34) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department – Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141296 herein granted the sum of Fifty-two and no/100 Dollars (\$52.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Amador Liquors.*

[02019-7204]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Amador Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1167 West 18<sup>th</sup> Street. Said awning at West 18<sup>th</sup> Street measures twenty-eight (28) feet in length and two point five (2.5) feet in width for a total of seventy (70) square feet. The location of said privilege shall be as shown on print(s) kept



on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department – Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142124 herein granted the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 18, 2019.

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*Ameera Food.*

[02019-7490]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Ameera Food, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6415 North Western Avenue. Said awning at North Western Avenue measures twenty-three (23) feet in length and three (3) feet in width for a total of sixty-nine (69) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department – Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141949 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 28, 2019.

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*American Dental Associates.*

[02019-7360]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to American Dental Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2409 West Lawrence Avenue. Said awning at West Lawrence Avenue measures fifteen point five (15.5) feet in length and three (3) feet in width for a total of forty-six point five (46.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department – Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142069 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.



*Ann Taylor Loft No. 1815.*

[O2019-7399]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Ann Taylor Loft Number 1815, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) awnings projecting over the public right-of-way adjacent to its premises known as 644 North Michigan Avenue. Said awnings at North Michigan Avenue measure one (1) at fourteen point eight three (14.83) feet in length and one point seven five (1.75) feet in width for a total of twenty-five point nine five (25.95) square feet, one (1) at ten point zero eight (10.08) feet in length and one point seven five (1.75) feet in width for a total of seventeen point six four (17.64) square feet and one (1) at six point zero eight (6.08) feet in length and one point seven five (1.75) feet in width for a total of ten point six four (10.64) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142111 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 26, 2018.

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*Argo Tea.*

[O2019-7402]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Argo Tea, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now



constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 16 West Randolph Street. Said awning at West Randolph Street measures eight point five (8.5) feet in length and sixteen (16) feet in width for a total of one hundred thirty-six (136) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142187 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 11, 2019.

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*Athena Restaurant.*

[O2019-7214]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Athena Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 212 South Halsted Street. Said awning at South Halsted Street measures nine point one (9.1) feet in length and nine (9) feet in width for a total of eighty-one point nine (81.9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141696 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*Beverly Woods Restaurant.*

[O2019-7191]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Beverly Woods Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 11532 South Western Avenue. Said awning at South Western Avenue measures eight (8) feet in length and thirteen (13) feet in width for a total of one hundred four (104) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142171 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 28, 2017.



*Broadway Cellars.*

[O2019-7477]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Broadway Cellars, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) awnings projecting over the public right-of-way adjacent to its premises known as 5900 North Broadway. Said awnings at North Broadway measure three (3) at fifteen (15) feet in length and three (3) feet in width for a total of one hundred thirty-five (135) square feet. Said awning at West Rosedale Avenue measures one (1) at fifteen (15) feet in length and three (3) feet in width for a total of forty-five (45) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141670 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 13, 2019.

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*Cafe Hoang.*

[O2019-7479]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Cafe Hoang, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1020 West Argyle Street. Said awning at West Argyle Street



measures twenty-four (24) feet in length and two (2) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141782 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 13, 2018.

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*Campos And Santayo Real Estate, Inc.*

[O2019-7327]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Campos and Santayo Real Estate, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3551 -- 3553 West Fullerton Avenue. Said awning at West Fullerton Avenue measures thirty-eight (38) feet in length and two (2) feet in width for a total of seventy-six (76) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1135494 herein granted the sum of Sixty-three and no/100 Dollars (\$63.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Car Care Specialists.*

[O2019-7241]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Car Care Specialists, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 2909 North Lincoln Avenue. Said awnings at North Lincoln Avenue measure one (1) at twelve (12) feet in length and six (6) feet in width for a total of seventy-two (72) square feet and one (1) at twenty-two (22) feet in length and three (3) feet in width for a total of sixty-six (66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141173 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*CH Distillery.*

[O2019-7405]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to CH Distillery, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 564 West Randolph Street. Said awning at West Randolph Street measures twenty-three point eight three (23.83) feet in length and six point four two (6.42) feet in width for a total of one hundred fifty-two point nine nine (152.99) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141861 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 28, 2019.

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*Chicago Live Poultry.*

[O2019-7492]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Chicago Live Poultry, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6421 North Western Avenue. Said awning at North Western Avenue measures twelve (12) feet in length and point five (.5) foot in width for a total of



six (6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141739 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 18, 2019.

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*Chicago Sports Novelty.*

[O2019-7406]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Chicago Sports Novelty, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 332 North Michigan Avenue. Said awning at North Michigan Avenue measures twenty-three (23) feet in length and four (4) feet in width for a total of ninety-two (92) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142136 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2018.

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*The Claretians.*

[O2019-7409]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to The Claretians, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seven (7) awnings projecting over the public right-of-way adjacent to its premises known as 205 West Monroe Street. Said awnings at West Monroe Street measure one (1) at twelve (12) feet in length and four (4) feet in width for a total of forty-eight (48) square feet, one (1) at twelve (12) feet in length and four (4) feet in width for a total of forty-eight (48) square feet and one (1) at five point eight three (5.83) feet in length and four (4) feet in width for a total of twenty-three point three two (23.32) square feet. Said awnings at South Wells Street measure four (4) at fourteen point seven five (14.75) feet in length and four (4) feet in width for a total of two hundred thirty-six (236) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142109 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Classic Shine Hair Studio, Inc.*

[O2019-7329]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Classic Shine Hair Studio, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3455 West Irving Park Road. Said awning at West Irving Park Road measures twenty (20) feet in length and two (2) feet in width for a total of forty (40) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141991 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*Compass Illinois, Inc.*

[O2019-7242]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Compass Illinois, Inc., upon the terms and subject to the conditions of this ordinance, to construct,



install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2044 West Roscoe Street. Said awning at West Roscoe Street measures twenty-four point zero eight (24.08) feet in length and two (2) feet in width for a total of forty-eight point one six (48.16) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139392 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Daystar Education Association, Inc.*

[O2019-7142]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Daystar Education Association, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1550 South State Street. Said awning at West 16<sup>th</sup> Street measures thirteen (13) feet in length and five (5) feet in width for a total of sixty-five (65) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140949 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*DMSfit LLC.*

[O2019-7313]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to DMSfit LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3136 West Montrose Avenue. Said awning at West Montrose Avenue measures twenty point seven five (20.75) feet in length and two point five eight (2.58) feet in width for a total of fifty-three point five four (53.54) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141157 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Domino's.*

[O2019-7391]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Domino's, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5410 West Devon Avenue. Said awning at West Devon Avenue measures twenty-one point three three (21.33) feet in length and two (2) feet in width for a total of forty-two point six six (42.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142030 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Estrella Negra.*

[O2019-7245]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Estrella Negra, upon the terms and subject to the conditions of this ordinance, to maintain and use, as



now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2346 West Armitage Avenue. Said awning at West Fullerton Avenue measures fourteen point two five (14.25) feet in length and two (2) feet in width for a total of twenty-eight point five (28.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140850 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*European Foot & Ankle Clinic.*

[O2019-7229]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to European Foot & Ankle Clinic, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5501 West Belmont Avenue. Said awning at West Belmont Avenue and North Linder Avenue measures forty-six (46) feet in length and three (3) feet in width for a total of one hundred thirty-eight (138) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142095 herein granted the sum of Seventy-one and no/100 Dollars (\$71.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Exposition Carpet Company, Inc.*

[O2019-7482]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Exposition Carpet Company, Inc, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 5718 North Broadway. Said awnings at North Broadway measure two (2) at thirty-six point five (36.5) feet in length and two (2) feet in width for a total of one hundred forty-six (146) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142086 herein granted the sum of One Hundred Twenty-three and no/100 Dollars (\$123.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after September 9, 2019.

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*Fast Eddie's Hand Car Wash And Detail Center.*

[O2019-7249]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Fast Eddie's Hand Car Wash and Detail Center, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1828 West Webster Avenue. Said awning at North Lister Avenue measures twenty (20) feet in length and four (4) feet in width for a total of eighty (80) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1130535 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Fifth Sun Graphix, Inc.*

[O2019-7346]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Fifth Sun Graphix, Inc., upon the terms and subject to the conditions of this ordinance, to maintain



and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5718 West Grand Avenue. Said awning at West Grand Avenue measures twenty-five point three three (25.33) feet in length and two point four two (2.42) feet in width for a total of sixty-one point three (61.3) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142017 herein granted the sum of Fifty and 33/100 Dollars (\$50.33) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Fingers And Toes Studio.*

[O2019-7112]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Fingers and Toes Studio, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 54 West Maple Street. Said awning at West Maple Street measures thirty-six (36) feet in length and two (2) feet in width for a total of seventy-two (72) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141795 herein granted the sum of Sixty-one and no/100 Dollars (\$61.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Funnel LLC.*

[O2019-7433]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Funnel LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fifteen (15) awnings projecting over the public right-of-way adjacent to its premises known as 3300 North Broadway. Said awnings at North Broadway measure thirteen (13) at five (5) feet in length and three (3) feet in width for a total of one hundred ninety-five (195) square feet and two (2) at six point five (6.5) feet in length and three (3) feet in width for a total of thirty-nine (39) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142003 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after March 5, 2019.

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*Furious Spoon.*

[O2019-7205]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Furious Spoon, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1316 West 18<sup>th</sup> Street. Said awning at West 18<sup>th</sup> Street measures nineteen (19) feet in length and point four five (.45) foot in width for a total of eight point five five (8.55) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141494 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*The Gardner School.*  
(Privilege No. 1141790)

[O2019-7255]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to The Gardner School, upon the terms and subject to the conditions of this ordinance, to maintain and



use, as now constructed, four (4) awnings projecting over the public right-of-way adjacent to its premises known as 1612 West North Avenue. Said awnings at West North Avenue measure two (2) at thirteen point three three (13.33) feet in length and four (4) feet in width for a total of one hundred six point six four (106.64) square feet. Said awnings at North Marshfield Avenue measure two (2) at thirteen point three three (13.33) feet in length and four (4) feet in width for a total of one hundred six point six four (106.64) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141790 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 16, 2018.

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*The Gardner School.*  
(Privilege No. 1141885)

[O2019-7258]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to The Gardner School, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) awnings projecting over the public right-of-way adjacent to its premises known as 1612 West North Avenue. Said awnings at West North Avenue measure three (3) at thirteen point three three (13.33) feet in length and three (3) feet in width for a total of one hundred nineteen point nine seven (119.97) square feet. Said awnings at North Marshfield Avenue measure two (2) at thirteen point three three (13.33) feet in length and three (3) feet in width for a total of seventy-nine point nine eight (79.98) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141885 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2019.

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*Garrett Popcorn Shops.*

[O2019-7411]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Garrett Popcorn Shops, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 625 North Michigan Avenue. Said awning at North Michigan Avenue measures one (1) at thirteen point eight three (13.83) feet in length and six point six seven (6.67) feet in width for a total of ninety-two point two five (92.25) square feet. Said awning at North Michigan Avenue measures one (1) at fifteen point six seven (15.67) feet in length and six point six seven (6.67) feet in width for a total of one hundred four point five two (104.52) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141863 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 13, 2019.

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*Giordano's On Rush.*

[O2019-7414]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Giordano's on Rush, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nine (9) awnings projecting over the public right-of-way adjacent to its premises known as 730 North Rush Street. Said awnings at East Superior Street measure three (3) at twelve point six seven (12.67) feet in length and eight point five (8.5) feet in width for a total of three hundred twenty-three point zero nine (323.09) square feet. Said awnings at North Rush Street measure six (6) at twelve point six seven (12.67) feet in length and eight point five (8.5) feet in width for a total of six hundred forty-six point one seven (646.17) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142166 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.



*Glenn's Diner.*

[O2019-7466]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Glenn's Diner, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1820 -- 1822 West Montrose Avenue. Said awning at West Montrose Avenue measures thirty (30) feet in length and two (2) feet in width for a total of sixty (60) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141830 herein granted the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 28, 2019.

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*Graham Crackers Comics.*

[O2019-7436]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Graham Crackers Comics, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3162 North Broadway. Said awning at North Broadway measures eighteen point one seven (18.17) feet in length and two point three three (2.33) feet in width for a total of forty-two point three four (42.34) square feet.



The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141941 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.

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*Grand Appliance.*

[O2019-7115]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Grand Appliance, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nine (9) awnings projecting over the public right-of-way adjacent to its premises known as 1300 West North Avenue. Said awnings at West North Avenue measure five (5) at five point five (5.5) feet in length and two (2) feet in width for a total of fifty-five (55) square feet. Said awnings at North Throop Street measure four (4) at five point five (5.5) feet in length and two (2) feet in width for a total of forty-four (44) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141687 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 8, 2018.

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*Grand Appliance Company.*

[O2019-7118]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Grand Appliance Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 1300 West North Avenue. Said awning at West North Avenue measures one (1) at five point five (5.5) feet in length and two (2) feet in width for a total of eleven (11) square feet. Said awning at North Throop Street measures one (1) at five point five (5.5) feet in length and two (2) feet in width for a total of eleven (11) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141686 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after June 6, 2017.

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*Halsted Street Beach Tanning Salon.*

[O2019-7463]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Halsted Street Beach Tanning Salon, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3741 North Halsted Street. Said awning at North Halsted Street measures thirty (30) feet in length and eighteen point five (18.5) feet in width for a total of five hundred fifty-five (555) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142018 herein granted the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*Har-Hig Properties LLC.*

[O2019-7393]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Har-Hig Properties LLC, upon the terms and subject to the conditions of this ordinance, to maintain



and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 7150 -- 7154 West Higgins Avenue. Said awning at West Higgins Avenue measures forty-nine point three three (49.33) feet in length and one point nine two (1.92) feet in width for a total of ninety-four point seven one (94.71) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142146 herein granted the sum of Seventy-four and 33/100 Dollars (\$74.33) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Hashbrowns On Wells.*

[O2019-7216]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Hashbrowns on Wells, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1149 -- 1155 North Wells Street. Said awning at North Wells Street and West Division Street measures one hundred fifteen (115) feet in length and two point nine two (2.92) feet in width for a total of three hundred thirty-five point eight (335.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141880 herein granted the sum of One Hundred Forty and no/100 Dollars (\$140.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*Holy Trinity Pentecostal Church.*

[O2019-7200]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Holy Trinity Pentecostal Church, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 9215 South Ashland Avenue. Said awning at South Ashland Avenue measures seven (7) feet in length and two (2) feet in width for a total of fourteen (14) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142097 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Hutch.*

[O2019-7437]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Hutch, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3301 North Clark Street. Said awning at North Clark Street measures twenty-four (24) feet in length and nine (9) feet in width for a total of two hundred sixteen (216) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141862 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 28, 2019.

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*Iglesia Mision Del Valle.*

[O2019-7333]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Iglesia Mision Del Valle, upon the terms and subject to the conditions of this ordinance, to maintain and



use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 4325 West Armitage Avenue. Said awning at North Lowell Avenue measures ten point four two (10.42) feet in length and three point seven five (3.75) feet in width for a total of thirty-nine point zero eight (39.08) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141899 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after August 3, 2019.

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*Insomnia Cookies.*

[O2019-7120]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Insomnia Cookies, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1344 North Wells Street. Said awning at North Wells Street measures fifteen (15) feet in length and two (2) feet in width for a total of thirty (30) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1127973 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Intermix.*

[O2019-7417]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Intermix, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) awnings projecting over the public right-of-way adjacent to its premises known as 40 East Delaware Place. Said awning at East Delaware Place measures one (1) at nine point six seven (9.67) feet in length and three (3) feet in width for a total of twenty-nine point zero one (29.01) square feet. Said awnings at North Rush Street measure one (1) at nine point five eight (9.58) feet in length and three (3) feet in width for a total of twenty-eight point seven four (28.74) square feet, two (2) at eleven point four two (11.42) feet in length and three (3) feet in width for a total of sixty-eight point five two (68.52) square feet, one (1) at eleven point three three (11.33) feet in length and three (3) feet in width for a total of thirty-three point nine nine (33.99) square feet and one (1) at eleven point five eight (11.58) feet in length and three (3) feet in width for a total of thirty-four point seven four (34.74) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142120 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 13, 2018.

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*J&A Sports Bar.*

[O2019-7221]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to J&A Sports Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5650 West Diversey Avenue. Said awning at West Diversey Avenue measures twenty-two (22) feet in length and two (2) feet in width for a total of forty-four (44) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141757 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.



*Jeni's-Illinois LLC.*

[O2019-7217]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Jeni's-Illinois LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) awnings projecting over the public right-of-way adjacent to its premises known as 908 West Randolph Street. Said awning at West Randolph Street measures one (1) at twelve point two five (12.25) feet in length and two (2) feet in width for a total of twenty-four point five (24.5) square feet. Said awnings at West Randolph Street measure two (2) at four point three three (4.33) feet in length and two (2) feet in width for a total of seventeen point three two (17.32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141833 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Jimmy John's Sandwich Shops.*

[O2019-7469]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Jimmy John's Sandwich Shops, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public



right-of-way adjacent to its premises known as 5109 North Clark Street. Said awning at North Clark Street measures twelve (12) feet in length and two point three (2.3) feet in width for a total of twenty-seven point six (27.6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142089 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 13, 2019.

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*Joe's Imports.*

[O2019-7218]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Joe's Imports, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 813 West Fulton Market. Said awning at West Fulton Market measures twenty-three (23) feet in length and five point five (5.5) feet in width for a total of one hundred twenty-six point five (126.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139331 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*John's Live Poultry.*

[O2019-7347]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to John's Live Poultry, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5955 West Fullerton Avenue. Said awning at West Fullerton Avenue measures twenty-two (22) feet in length and two (2) feet in width for a total of forty-four (44) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140934 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*JPMorgan Chase Bank, N.A. (Lincoln & Wellington).*

[O2019-7272]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to JPMorgan Chase Bank, N.A. (Lincoln & Wellington), upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) awnings projecting over the public right-of-way adjacent to its premises known as 2968 North Lincoln Avenue. Said awning at North Lincoln Avenue measures one (1) at twenty (20) feet in length and three (3) feet in width for a total of sixty (60) square feet. Said awning at North Lincoln Avenue measures one (1) at fourteen (14) feet in length and three (3) feet in width for a total of forty-two (42) square feet. Said awning at North Lincoln Avenue measures one (1) at seventeen (17) feet in length and three (3) feet in width for a total of fifty-one (51) square feet. Said awning at North Lincoln Avenue measures one (1) at twenty-eight (28) feet in length and three (3) feet in width for a total of eighty-four (84) square feet. Said awning at North Southport Avenue measures one (1) at twenty-seven (27) feet in length and three (3) feet in width for a total of eighty-one (81) square feet. Said awning at North Southport Avenue measures one (1) at twenty (20) feet in length and three (3) feet in width for a total of sixty (60) square feet. Said awning at North Southport Avenue measures one (1) at eleven (11) feet in length and three (3) feet in width for a total of thirty-three (33) square feet. Said awning at corner elevation measures one (1) at ten (10) feet in length and three (3) feet in width for a total of thirty (30) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141571 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 1, 2018.



*Kristoffer's Cafe And Bakery.*

[O2019-7161]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Kristoffer's Cafe and Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1733 South Halsted Street. Said awning at South Halsted Street measures eighteen (18) feet in length and two (2) feet in width for a total of thirty-six (36) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141690 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*La Central Bakery.*

[O2019-7164]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to La Central Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2702 West Cermak Road. Said awning at West Cermak Road measures twenty-four (24) feet in length and two (2) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s)



kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141980 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 13, 2019.

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*La Fontanella.*

[O2019-7206]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to La Fontanella, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2414 South Oakley Avenue. Said awning at South Oakley Avenue measures sixteen (16) feet in length and four point three three (4.33) feet in width for a total of sixty-nine point two eight (69.28) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141827 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*Lupita's Beauty Salon No. 2.*

[O2019-7349]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Lupita's Beauty Salon Number 2, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 5757 West Fullerton Avenue. Said awning at West Fullerton Avenue measures fourteen (14) feet in length and four (4) feet in width for a total of fifty-six (56) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1134893 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Lush Handmade Cosmetics.*

[O2019-7429]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Lush Handmade Cosmetics, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 859 West Armitage Avenue. Said awning at West Armitage Avenue measures sixteen point seven five (16.75) feet in length and four (4) feet in width for a total of sixty-seven (67) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141623 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 18, 2019.

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*Marty's.*

[O2019-7363]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Marty's, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1511 West Balmoral Avenue. Said awning at West Balmoral Avenue measures six point six seven (6.67) feet in length and one (1) foot in width for a total of six point six seven (6.67) square feet. The location of said privilege shall be as shown on print(s) kept



on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141959 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*Mo's Auto Repair.*

[O2019-7177]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Mo's Auto Repair, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2300 West 59<sup>th</sup> Street. Said awning at West 59<sup>th</sup> Street measures twenty-five (25) feet in length and two (2) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141746 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*New Polonia Club, Inc.*

[O2019-7222]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to New Polonia Club, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 6101 -- 6103 West Belmont Avenue. Said awnings at West Belmont Avenue measure one (1) at eight (8) feet in length and three (3) feet in width for a total of twenty-four (24) square feet and one (1) at four point six (4.6) feet in length and three (3) feet in width for a total of thirteen point eight (13.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141948 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 30, 2019.



*Northside Bar & Grill.*

[O2019-7121]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Northside Bar & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1635 -- 1637 North Damen Avenue. Said awning at North Damen Avenue measures seventeen (17) feet in length and three (3) feet in width for a total of fifty-one (51) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141712 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*O'Rourke's Office.*

[O2019-7193]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to O'Rourke's Office, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 11064 South Western Avenue. Said awning at South Western Avenue measures eighteen point five eight (18.58) feet in length and three (3) feet in width for a total of fifty-five point seven four (55.74) square feet. The location of said privilege



shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141832 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 8, 2018.

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*Old Crow Smokehouse/Tunnel/Chen's Chinese & Cuisine.*

[O2019-7422]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Old Crow Smokehouse/Tunnel/Chen's Chinese & Cuisine, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) awnings projecting over the public right-of-way adjacent to its premises known as 149 -- 151 West Kinzie Street. Said awnings at West Kinzie Street measure four (4) at nine point eight three (9.83) feet in length and three (3) feet in width for a total of one hundred seventeen point nine six (117.96) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141692 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.

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*Once Upon A Party Banquet.*

[O2019-7352]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Once Upon a Party Banquet, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 5911 West Montrose Avenue. Said awning at West Montrose Avenue measures twenty-two (22) feet in length and two (2) feet in width for a total of forty-four (44) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140273 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Over Rice 'N Bread Corporation.*

[O2019-7439]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Over Rice 'N Bread Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3435 North Sheffield Avenue. Said awning at North Sheffield Avenue measures fourteen point one seven (14.17) feet in length and five (5) feet in width for a total of seventy point eight five (70.85) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141253 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Pampanga's Cuisine & Filipino Restaurant.*

[O2019-7395]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Pampanga's Cuisine & Filipino Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6407 North Caldwell Avenue. Said awning at North Caldwell Avenue measures twenty-four (24) feet in length and



two (2) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142153 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 22, 2019.

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*Panda Express No. 591.*

[O2019-7424]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Panda Express Number 591, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 302 South Wells Street. Said awnings at South Wells Street measure two (2) at eleven point two five (11.25) feet in length and four (4) feet in width for a total of ninety (90) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141826 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 22, 2019.

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*Papa Freddy's Pizza & Restaurant.*

[O2019-7170]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Papa Freddy's Pizza & Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2001 West 35<sup>th</sup> Street. Said awning at West 35<sup>th</sup> Street measures twenty-one (21) feet in length and two (2) feet in width for a total of forty-two (42) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142067 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.



*Paraiso Flowers.*

[O2019-7231]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Paraiso Flowers, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 4211 West Fullerton Avenue. Said awning at West Fullerton Avenue measures eighteen (18) feet in length and two (2) feet in width for a total of thirty-six (36) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141678 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Pasta Passion Restaurant.*

[O2019-7472]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Pasta Passion Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 4647 North Lincoln Avenue. Said awning at North Lincoln Avenue measures forty-eight (48) feet in length and four (4) feet in width for a total of one hundred ninety-two (192) square feet. The location of said privilege shall be as shown on print(s)



kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1127238 herein granted the sum of Seventy-three and no/100 Dollars (\$73.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Payless Car Wash, Inc.*

[O2019-7143]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Payless Car Wash, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) awnings projecting over the public right-of-way adjacent to its premises known as 1701 South State Street. Said awnings at South State Street measure two (2) at eight point five (8.5) feet in length and one point five (1.5) feet in width for a total of twenty-five point five (25.5) square feet, one (1) at four (4) feet in length and one point five (1.5) feet in width for a total of six (6) square feet and one (1) at twelve point five (12.5) feet in length and one point five (1.5) feet in width for a total of eighteen point seven five (18.75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142047 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 18, 2019.

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*Ping Pong.*

[O2019-7441]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Ping Pong, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3322 North Broadway. Said awning at North Broadway measures four point five (4.5) feet in length and three point five (3.5) feet in width for a total of fifteen point seven five (15.75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141749 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2019.



*Pompei Bakery.*

[O2019-7219]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Pompei Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 1531 West Taylor Street. Said awning at alley way measures one (1) at sixteen point six (16.6) feet in length and two (2) feet in width for a total of thirty-three point two (33.2) square feet. Said awning at West Taylor Street measures one (1) at sixteen (16) feet in length and three point four (3.4) feet in width for a total of fifty-four point four (54.4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141978 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 28, 2019.

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*Port & Park Bistro And Bar.*

[O2019-7474]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Port & Park Bistro and Bar, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) awnings projecting over the public right-of-way adjacent to its premises known as 4000 -- 4006 North Southport Avenue.



Said awnings at North Southport Avenue measure one (1) at thirteen (13) feet in length and three (3) feet in width for a total of thirty-nine (39) square feet, one (1) at thirty-two (32) feet in length and three (3) feet in width for a total of ninety-six (96) square feet and one (1) at fifteen (15) feet in length and three (3) feet in width for a total of forty-five (45) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141736 herein granted the sum of One Hundred Fifty-seven and no/100 Dollars (\$157.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Proxi.*

[O2019-7427]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Proxi, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) awnings projecting over the public right-of-way adjacent to its premises known as 565 West Randolph Street. Said awnings at North Jefferson Street measure three (3) at fifteen (15) feet in length and eight point six seven (8.67) feet in width for a total of three hundred ninety point one five (390.15) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141763 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Ranalli's.*

[O2019-7430]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Ranalli's, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) awnings projecting over the public right-of-way adjacent to its premises known as 1925 North Lincoln Avenue. Said awnings at North Lincoln Avenue measure one (1) at twelve point five (12.5) feet in length and six point two five (6.25) feet in width for a total of seventy-eight point one three (78.13) square feet and two (2) at seven point three three (7.33) feet in length and one (1) foot in width for a total of fourteen point six six (14.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141625 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Reverie Nails & Spa Of Chicago.*

[O2019-7122]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Revere Nails & Spa of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2204 North Clybourn Avenue. Said awning at North Clybourn Avenue measures twenty-one (21) feet in length and four (4) feet in width for a total of eighty-four (84) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141295 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Roots Handmade Pizza-Second City/Utopian Tailgate.*

[O2019-7125]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Roots Handmade Pizza-Second City/Utopian Tailgate, upon the terms and subject to the



conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1610 North Wells Street. Said awning at North Wells Street measures seven point one six (7.16) feet in length and two (2) feet in width for a total of fourteen point three two (14.32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141870 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Rosebud Steakhouse.*

[O2019-7138]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Rosebud Steakhouse, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 192 East Walton Street. Said awnings at East Walton Street measure one (1) at twenty-one (21) feet in length and ten (10) feet in width for a total of two hundred ten (210) square feet and one (1) at seven (7) feet in length and ten (10) feet in width for a total of seventy (70) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142070 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after August 31, 2019.

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*Sazon Cubano, Inc.*

[O2019-7223]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Sazon Cubano, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5422 West Fullerton Avenue. Said awning at West Fullerton Avenue measures fourteen (14) feet in length and four (4) feet in width for a total of fifty-six (56) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1135896 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Smart From The Start LLC.*

[O2019-7187]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Smart from the Start LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1939 West 79<sup>th</sup> Street. Said awning at West 79<sup>th</sup> Street measures fifty-three (53) feet in length and three (3) feet in width for a total of one hundred fifty-nine (159) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139369 herein granted the sum of Seventy-eight and no/100 Dollars (\$78.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Spirits Beverage Center.*

[O2019-7149]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Spirits Beverage Center, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to



its premises known as 7400 South Halsted Street. Said awning at South Halsted Street measures seventy-five (75) feet in length and two (2) feet in width for a total of one hundred fifty (150) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142085 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*Starbucks Coffee No. 2514.*

[O2019-7275]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Number 2514, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3045 North Greenview Avenue. Said awning at North Greenview Avenue measures eighty-five (85) feet in length and three (3) feet in width for a total of two hundred fifty-five (255) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141920 herein granted the sum of One Hundred Ten and no/100 Dollars (\$110.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*State Senator Antonio Munoz.*

[O2019-7171]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to State Senator Antonio Munoz, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1836 West 35<sup>th</sup> Street. Said awning at West 35<sup>th</sup> Street measures twenty (20) feet in length and two point five (2.5) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141951 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.



*Subway 26445.*

[O2019-7356]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Subway 26445, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) awnings projecting over the public right-of-way adjacent to its premises known as 3346 West Foster Avenue. Said awnings at West Foster Avenue measure two (2) at two point six seven (2.67) feet in length and two (2) feet in width for a total of ten point six eight (10.68) square feet and one (1) at eight point six seven (8.67) feet in length and two (2) feet in width for a total of seventeen point three four (17.34) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142057 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 18, 2019.

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*Supermercado El Ranchito.*

[O2019-7176]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Supermercado El Ranchito, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) awnings projecting over the public right-of-way adjacent to its premises known as 2414 West 47<sup>th</sup> Street. Said awning at West 47<sup>th</sup> Street



measures one (1) at seventeen (17) feet in length and two (2) feet in width for a total of thirty-four (34) square feet. Said awning at West 47<sup>th</sup> Street measures one (1) at eighteen (18) feet in length and two (2) feet in width for a total of thirty-six (36) square feet. Said awning at West 47<sup>th</sup> Street measures one (1) at thirty-four (34) feet in length and two (2) feet in width for a total of sixty-eight (68) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1129839 herein granted the sum of One Hundred Fifty-nine and no/100 Dollars (\$159.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*T Joels Family Restaurant.*

[O2019-7207]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to T Joels Family Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1928 West Cermak Road. Said awning at West Cermak Road measures twenty-four (24) feet in length and one point eight (1.8) feet in width for a total of forty-three point two (43.2) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142155 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 13, 2019.

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*Taco Madre.*

[O2019-7145]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Taco Madre, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 823 South State Street. Said awning at South State Street measures six point seven five (6.75) feet in length and four point two five (4.25) feet in width for a total of twenty-eight point six nine (28.69) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140912 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Tania's Unisex Beauty Salon.*

[O2019-7233]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Tania's Unisex Beauty Salon, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3704 West Fullerton Avenue. Said awning at West Fullerton Avenue measures fifteen point five (15.5) feet in length and three (3) feet in width for a total of forty-six point five (46.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142161 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 13, 2019.

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*The Threading Salon.*

[O2019-7209]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to The Threading Salon, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1109 West Taylor Street. Said awning at West Taylor Street measures twenty point six seven (20.67) feet in length and three point eight three (3.83) feet in width for a total of seventy-nine point one seven (79.17) square feet. The location



of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141711 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 3, 2019.

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*Tommy's On Higgins.*

[O2019-7396]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Tommy's on Higgins, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6954 West Higgins Avenue. Said awning at West Higgins Avenue measures twenty-five (25) feet in length and two (2) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141786 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 28, 2019.

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*Toon's Bar & Grill.*

[O2019-7444]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Toon's Bar & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3857 North Southport Avenue. Said awning at North Southport Avenue and West Byron Street measures thirty-seven (37) feet in length and two point two (2.2) feet in width for a total of eighty-one point four (81.4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141894 herein granted the sum of Sixty-two and no/100 Dollars (\$62.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 28, 2019.



*Traspasada Restaurant.*

[O2019-7320]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Traspasada Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3144 North California Avenue. Said awning at North California Avenue measures forty-one (41) feet in length and four (4) feet in width for a total of one hundred sixty-four (164) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141055 herein granted the sum of Sixty-six and no/100 Dollars (\$66.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Tricycle Supper Club.*

[O2019-7283]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Tricycle Supper Club, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) awnings projecting over the public right-of-way adjacent to its premises known as 1700 North Damen Avenue. Said awning at North Damen Avenue measures one (1) at ten point seven five (10.75) feet in length and three point nine (3.9) feet in width for a total of forty-one point nine three (41.93) square feet. Said awning at



West Wabasnsia Avenue measures one (1) at ten point seven five (10.75) feet in length and three point nine (3.9) feet in width for a total of forty-one point nine three (41.93) square feet. Said awning at corner of North Damen Avenue and West Wabasnia Avenue measures one (1) at seven point five (7.5) feet in length and three point nine (3.9) feet in width for a total of twenty-nine point two five (29.25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141886 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*Tutto Italiano.*

[O2019-7210]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Tutto Italiano, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 501 South Wells Street. Said awnings at South Wells Street measure one (1) at twenty (20) feet in length and one point six (1.6) feet in width for a total of thirty-two (32) square feet and one (1) at seven (7) feet in length and one point six (1.6) feet in width for a total of eleven point two (11.2) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141818 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 28, 2019.

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*TV Video Repair.*

[O2019-7179]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to TV Video Repair, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2856 West 63<sup>rd</sup> Street. Said awning at West 63<sup>rd</sup> Street measures forty (40) feet in length and two point five (2.5) feet in width for a total of one hundred (100) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141893 herein granted the sum of Sixty-five and no/100 Dollars (\$65.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after December 11, 2018.

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*Unforgettable Lounge.*

[O2019-7456]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Unforgettable Lounge, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 4206 West Irving Park Road. Said awning at West Irving Park Road measures twenty-eight (28) feet in length and six (6) feet in width for a total of one hundred sixty-eight (168) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141759 herein granted the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 14, 2018.

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*Value Services, Inc.*

[O2019-7483]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Value Services, Inc., upon the terms and subject to the conditions of this ordinance, to maintain



and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6040 North Broadway. Said awning at North Broadway measures fifty (50) feet in length and two point five (2.5) feet in width for a total of one hundred twenty-five (125) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141819 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 17, 2018.

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*V-Tone Fitness.*

[O2019-7487]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to V-Tone Fitness, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1550 West Jarvis Avenue. Said awning at West Jarvis Avenue and North Ashland Avenue measures one hundred eighty-six (186) feet in length and two (2) feet in width for a total of three hundred seventy-two (372) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141945 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Walter E. Smithe, Inc.*

[O2019-7139]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Walter E. Smithe, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seven (7) awnings projecting over the public right-of-way adjacent to its premises known as 2009 North Clybourn Avenue. Said awnings at North Clybourn Avenue measure seven (7) at eight point three three (8.33) feet in length and one point seven five (1.75) feet in width for a total of one hundred two point zero four (102.04) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1129476 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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*WellNow Urgent Care, P.C.*

[O2019-7194]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to WellNow Urgent Care, P.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) awnings projecting over the public right-of-way adjacent to its premises known as 2353 West 95<sup>th</sup> Street. Said awnings at South Western Avenue measure two (2) at twenty-seven point one seven (27.17) feet in length and three point six seven (3.67) feet in width for a total of one hundred ninety-nine point four three (199.43) square feet. Said awnings at West 95<sup>th</sup> Street measure one (1) at twelve point eight three (12.83) feet in length and three point six seven (3.67) feet in width for a total of forty-seven point zero nine (47.09) square feet, one (1) at twenty-two point five (22.5) feet in length and three point six seven (3.67) feet in width for a total of eighty-two point five eight (82.58) square feet and one (1) at thirty-seven point one seven (37.17) feet in length and three point six seven (3.67) feet in width for a total of one hundred thirty-six point four one (136.41) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141100 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*West Town Community Law Office.*

[O2019-7213]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to West Town Community Law Office, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2502 West Division Street. Said awning at West Division Street measures twenty-four (24) feet in length and four (4) feet in width for a total of ninety-six (96) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141629 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*Wilson & Kedzie Food.*

[O2019-7322]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Wilson & Kedzie Food, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) awnings projecting over the public right-of-way adjacent to its premises known as 4553 North Kedzie Avenue. Said awnings at North Kedzie Avenue measure two (2) at fifteen (15) feet in length and one point five (1.5) feet in width for a total of forty-five (45) square feet, two (2) at four (4) feet in length and one point five (1.5) feet in



width for a total of twelve (12) square feet and one (1) at nine (9) feet in length and one point five (1.5) feet in width for a total of thirteen point five (13.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1138213 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Woodlawn Animal Hospital.*

[O2019-7196]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Woodlawn Animal Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6523 South Dr. Martin Luther King, Jr. Drive. Said awning at South Dr. Martin Luther King, Jr. Drive measures twenty-four (24) feet in length and four (4) feet in width for a total of ninety-six (96) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141789 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2018.

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*Young's Restaurant.*

[O2019-7475]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Young's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3949 North Ashland Avenue. Said awning at North Ashland Avenue measures twenty point six (20.6) feet in length and two point four (2.4) feet in width for a total of forty-nine point four four (49.44) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142077 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 13, 2019.



## GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 for grants of privilege in the public way for the installation, maintenance and use of canopies. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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):



*All Saints.*

[O2019-7344]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to All Saints, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 46 East Walton Street. Said canopy at East Walton Street measures twenty-seven point three three (27.33) feet in length and two point five (2.5) feet in width for a total of sixty-eight point three three (68.33) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141972 herein granted the sum of Fifty-two and 33/100 Dollars (\$52.33) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Banana Glades LLC/24 South Morgan.*

[O2019-7260]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Banana Glades LLC/24 South Morgan, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 24 South Morgan Street. Said canopy at South Morgan Street measures eighteen (18) feet in length and two point four one (2.41) feet in width for a total of forty-three point three eight (43.38) square feet. The



location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142094 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.

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*The Belmont By Reside.*

[O2019-7425]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to The Belmont by Reside, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 3170 North Sheridan Road. Said canopy at West Belmont Avenue measures six point eight three (6.83) feet in length and sixteen (16) feet in width for a total of one hundred nine point two eight (109.28) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142192 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 7, 2019.

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*Capital One Cafe.*

[O2019-7226]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Capital One Cafe, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1465 East 53<sup>rd</sup> Street. Said canopy at East 53<sup>rd</sup> street measures eleven point zero four (11.04) feet in length and three (3) feet in width for a total of thirty-three point one two (33.12) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1139660 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Matt Cerney.*

[O2019-7212]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Matt Cerney, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2112 West Le Moyne Street. Said canopy at West Le Moyne Street measures thirteen point five two (13.52) feet in length and eighteen point three three (18.33) feet in width for a total of two hundred forty-seven point eight two (247.82) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141669 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*CIBC Theatre.*

[O2019-7350]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to CIBC Theatre, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 22 West Monroe Street. Said canopy at West Monroe Street



measures sixteen (16) feet in length and ten (10) feet in width for a total of one hundred sixty (160) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141787 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 21, 2019.

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*Doc B's.*

[O2019-7353]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Doc B'S, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 55 East Grand Avenue. Said canopy at East Grand Avenue measures forty-one point one six (41.16) feet in length and three point seven five (3.75) feet in width for a total of one hundred fifty-four point three five (154.35) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142096 herein granted the sum of Sixty-six and 16/100 Dollars (\$66.16) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 30, 2019.

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*Embassy Suites.*

[O2019-7355]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Embassy Suites, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 600 North State Street. Said canopy at North State Street measures fifty-six point three three (56.33) feet in length and eighteen (18) feet in width for a total of one thousand thirteen point nine four (1,013.94) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141646 herein granted the sum of Eight-one and 33/100 Dollars (\$81.33) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*FFC-Old Town.*

[O2019-7211]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to FFC-Old Town, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1235 North LaSalle Drive. Said canopy at North LaSalle Drive measures fourteen point six (14.6) feet in length and four point nine (4.9) feet in width for a total of seventy-one point five four (71.54) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142072 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 27, 2017.

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*Garcia's Chicago LLC.*

[O2019-7263]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Garcia's Chicago LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1001 West Washington Boulevard. Said canopy at North Morgan Street measures forty-five point seven five (45.75) feet in length and four (4) feet in width for a total of one hundred eighty-three (183) square feet. The location of said privilege



shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142079 herein granted the sum of Seventy and 75/100 Dollars (\$70.75) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*The Gardner School.*

[O2019-7317]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to The Gardner School, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1612 West North Avenue. Said canopy at North Marshfield Avenue measures nineteen point four two (19.42) feet in length and four (4) feet in width for a total of seventy-seven point six eight (77.68) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141884 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 16, 2018.

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*Gaslight Bar & Grille.*

[O2019-7416]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Gaslight Bar & Grille, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2450 North Clark Street. Said canopy at West Arlington Place measures six (6) feet in length and fifteen (15) feet in width for a total of ninety (90) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141628 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.



*Haymarket Apartments Joint Venture L.P.*  
(19 N. Morgan St.)

[O2019-7277]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Haymarket Apartments Joint Venture L.P., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 19 North Morgan Street. Said canopy at North Morgan Street measures fifteen point eight nine (15.89) feet in length and two point four nine (2.49) feet in width for a total of thirty-nine point five seven (39.57) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141531 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Haymarket Apartments Joint Venture L.P.*  
(939 W. Washington Blvd.)

[O2019-7274]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Haymarket Apartments Joint Venture L.P., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public



right-of-way adjacent to its premises known as 939 West Washington Boulevard. Said canopy at West Washington Boulevard measures seventeen point eight three (17.83) feet in length and two point four eight (2.48) feet in width for a total of forty-four point two two (44.22) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141530 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Historic Stand, L.P. Holsten Real Estate.*

[O2019-7230]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Historic Stand, L.P. Holsten Real Estate, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 6321 South Cottage Grove Avenue. Said canopy at South Cottage Grove Avenue measures sixteen point eight three (16.83) feet in length and seven point nine five (7.95) feet in width for a total of one hundred thirty-three point eight (133.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142076 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2019.

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*Jordan Mozer & Associates Limited.*

[O2019-7291]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Jordan Mozer & Associates Limited, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) canopies projecting over the public right-of-way adjacent to its premises known as 320 North Laflin Street. Said canopy at North Laflin Street measures one (1) at five (5) feet in length and three point seven two (3.72) feet in width for a total of eighteen point six (18.6) square feet. Said canopies at West Carroll Avenue measure one (1) at fifteen (15) feet in length and three point seven two (3.72) feet in width for a total of fifty-five point eight (55.8) square feet and one (1) at five (5) feet in length and three point seven two (3.72) feet in width for a total of eighteen point six (18.6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141555 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Lakeside Bank.*

[O2019-7224]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Lakeside Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1350 South Michigan Avenue. Said canopy at South Michigan Avenue measures fourteen point eight three (14.83) feet in length and five (5) feet in width for a total of seventy-four point one five (74.15) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141631 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2019.



*The Lelyn Group, Inc.*

[O2019-7359]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to The Lelyn Group, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 444 North Orleans Street. Said canopy at North Orleans Street measures twelve point one seven (12.17) feet in length and three point two five (3.25) feet in width for a total of thirty-nine point five five (39.55) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141953 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Leo's Furniture & Upholstery.*

[O2019-7342]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Leo's Furniture & Upholstery, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 7106 West Higgins Avenue. Said canopy at West Higgins Avenue measures twenty-two (22) feet in length and five (5) feet in width for



a total of one hundred ten (110) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142083 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 13, 2019.

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*Lincoln Avenue Limited Partnership.*

[O2019-7326]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Lincoln Avenue Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 3045 North Lincoln Avenue. Said canopy at North Lincoln Avenue measures eleven (11) feet in length and one point eight three (1.83) feet in width for a total of twenty point one three (20.13) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141744 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 8, 2018.

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*Lincoln Hall.*

[O2019-7420]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Lincoln Hall, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2424 -- 2426 North Lincoln Avenue. Said canopy at North Lincoln Avenue measures thirty-four (34) feet in length and two (2) feet in width for a total of sixty-eight (68) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141653 herein granted the sum of Fifty-nine and no/100 Dollars (\$59.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.



*Mariscos El Kora.*

[O2019-7257]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Mariscos El Kora, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) roof canopy projecting over the public right-of-way adjacent to its premises known as 5207 -- 5209 South Archer Avenue. Said roof canopy at South Archer Avenue measures fifty (50) feet in length and two (2) feet in width for a total of one hundred (100) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141239 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*McCormick Hospitality South LLC.*

[O2019-7225]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to McCormick Hospitality South LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2300 -- 2308 South Indiana Avenue. Said canopy



at South Indiana Avenue measures nineteen (19) feet in length and five point nine two (5.92) feet in width for a total of one hundred twelve point four eight (112.48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1140487 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*McNamara's Food & Drinks.*

[O2019-7435]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to McNamara's Food & Drinks, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) canopies projecting over the public right-of-way adjacent to its premises known as 4328 West Irving Park Road. Said canopy at West Irving Park Road measures one (1) at fifty (50) feet in length and three (3) feet in width for a total of one hundred fifty (150) square feet. Said canopy at North Lowell Avenue measures one (1) at fifteen (15) feet in length and three (3) feet in width for a total of forty-five (45) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141957 herein granted the sum of One Hundred Twenty-five and no/100 Dollars (\$125.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 29, 2019.

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*The Moody Church.*

[O2019-7215]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to The Moody Church, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1635 North LaSalle Drive. Said canopy at North LaSalle Drive measures ten point five (10.5) feet in length and one (1) foot in width for a total of ten point five (10.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141339 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*Onni Grand Limited Partnership.*

[O2019-7362]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Onni Grand Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 369 West Grand Avenue. Said canopy at West Grand Avenue measures three hundred seventeen (317) feet in length and fifteen point five (15.5) feet in width for a total of four thousand nine hundred thirteen point five (4,913.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141656 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Restaurant & Pozoleria San Juan.*

[O2019-7285]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Restaurant & Pozoleria San Juan, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1523 North Pulaski Road. Said canopy at North Pulaski Road measures twenty-four (24) feet in length and four (4) feet in width for a



total of ninety-six (96) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142150 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 13, 2019.

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*River North Devco LLC.*

[O2019-7295]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to River North Devco LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) canopies projecting over the public right-of-way adjacent to its premises known as 808 North Wells Street. Said canopy at North Wells Street measures one (1) at twenty-six point five (26.5) feet in length and seven point eight three (7.83) feet in width for a total of two hundred seven point five (207.5) square feet. Said canopy at West Institute Place measures one (1) at thirty-six (36) feet in length and seven point seven five (7.75) feet in width for a total of two hundred seventy-nine (279) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.



The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1142181 herein granted the sum of One Hundred Twelve and 50/100 Dollars (\$112.50) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*Roque Company.*

[O2019-7365]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Roque Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 24 West Erie Street. Said canopy at West Erie Street measures six point six (6.6) feet in length and three point five (3.5) feet in width for a total of twenty-three point one (23.1) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141848 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 6, 2019.



*Silli Kori.*

[O2019-7208]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Silli Kori, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2053 West Division Street. Said canopy at West Division Street measures twenty-four (24) feet in length and two point five (2.5) feet in width for a total of sixty (60) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141925 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*Supermercado Mi Lupita.*

[O2019-7228]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Supermercado Mi Lupita, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2701 West 23<sup>rd</sup> Street. Said canopy at South Washtenaw Avenue and West 23<sup>rd</sup> Street measures forty-three (43) feet in length and three point five (3.5) feet in width for a total of one hundred fifty point five (150.5) square feet. The location of said



privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141694 herein granted the sum of Sixty-eight and no/100 Dollars (\$68.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2019.

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*Trendy Topics.*

[O2019-7296]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Trendy Topics, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 6000 West Belmont Avenue. Said canopy at West Belmont Avenue measures seventy-one (71) feet in length and one point five (1.5) feet in width for a total of one hundred six point five (106.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141553 herein granted the sum of Ninety-six and no/100 Dollars (\$96.00) per annum, in advance.



A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*50 East Randolph Investments LLC.*

[O2019-7379]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to 50 East Randolph Investments LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) canopies projecting over the public right-of-way adjacent to its premises known as 116 West Illinois Street. Said canopies at North Wabash Avenue measure two (2) at twenty-eight (28) feet in length and point six seven (.67) foot in width for a total of thirty-seven point five two (37.52) square feet. Said canopies at East Randolph Street measure one (1) at twenty-six (26) feet in length and point six seven (.67) foot in width for a total of seventeen point four two (17.42) square feet and one (1) at twenty-nine (29) feet in length and sixty-seven (67) feet in width for a total of one thousand nine hundred forty-three (1,943) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141892 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority herein given and granted for a period of five (5) years from and after date of passage.

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538 -- 550 West Diversey.

[O2019-7431]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to 538 -- 550 West Diversey, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) canopies projecting over the public right-of-way adjacent to its premises known as 538 -- 550 West Diversey Parkway. Said canopy at West Diversey Parkway measures one (1) at forty-nine point three three (49.33) feet in length and four (4) feet in width for a total of one hundred ninety-seven point three two (197.32) square feet. Said canopy at West Diversey Parkway/North Cambridge Avenue measures one (1) at thirty point one seven (30.17) feet in length and four (4) feet in width for a total of one hundred twenty point six eight (120.68) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141192 herein granted the sum of One Hundred Twenty-nine and 50/100 Dollars (\$129.50) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.



*730 Franklin Building Owner LLC.*

[O2019-7412]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to 730 Franklin Building Owner LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) canopies projecting over the public right-of-way adjacent to its premises known as 730 North Franklin Street. Said canopies at North Franklin Street measure one (1) at twenty-three point nine two (23.92) feet in length and five (5) feet in width for a total of one hundred nineteen point six (119.6) square feet and one (1) at thirteen point five (13.5) feet in length and five (5) feet in width for a total of sixty-seven point five (67.5) square feet. Said canopy at West Superior Street measures one (1) at eleven point six seven (11.67) feet in length and five (5) feet in width for a total of fifty-eight point three five (58.35) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141635 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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*2500 Milwaukee LLC.*  
(2480 N. Milwaukee Ave.)

[O2019-7339]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to 2500 Milwaukee LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) canopies projecting over the public right-of-way adjacent



to its premises known as 2480 North Milwaukee Avenue. Said canopy at North Milwaukee Avenue measures one (1) at twenty-three point eight three (23.83) feet in length and one point two five (1.25) feet in width for a total of twenty-nine point seven nine (29.79) square feet. Said canopy at North Sacramento Avenue measures one (1) at twenty-nine (29) feet in length and one point two five (1.25) feet in width for a total of thirty-six point two five (36.25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141936 herein granted the sum of One Hundred Four and no/100 Dollars (\$104.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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2500 Milwaukee LLC.  
(2522 N. Milwaukee Ave.)

[O2019-7331]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to 2500 Milwaukee LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) canopies projecting over the public right-of-way adjacent to its premises known as 2522 North Milwaukee Avenue. Said canopies at North Milwaukee Avenue measure one (1) at thirty-six point nine two (36.92) feet in length and one point two five (1.25) feet in width for a total of forty-six point one five (46.15) square feet and one (1) at thirty-two point six seven (32.67) feet in length and one point two five (1.25) feet in width for a total of forty point eight four (40.84) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.



This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1141933 herein granted the sum of One Hundred Nineteen and 59/100 Dollars (\$119.59) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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#### GRANTS OF PRIVILEGE IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
Chairman.



On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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):

*Flora Fauna.*

[O2019-7470]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to Flora Fauna, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 11 West Illinois Street. Said sidewalk cafe area Number 1 shall be thirteen (13) feet in length and two point five eight (2.58) feet in width and sidewalk cafe area Number 2 shall be thirteen (13) feet in length and two point five eight (2.58) feet in width for a total of sixty-seven point zero eight (67.08) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Illinois Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 4:00 P.M. to 12:00 A.M. Midnight

Compensation: \$600.00/Seating Capacity: 12.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1142099 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.



The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.

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*Kaliflower.*

[O2019-7476]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to Kaliflower, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 333 North Michigan Avenue. Said sidewalk cafe area shall be nine point seven five (9.75) feet in length and five (5) feet in width for a total of forty-eight point seven five (48.75) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 9:00 P.M.  
Saturday and Sunday, 10:30 A.M. to 5:30 P.M.

Compensation: \$600.00/Seating Capacity: 8.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1142132 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.



Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.

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*Limitless Coffee & Tea.*

[O2019-7499]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to Limitless Coffee & Tea, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 675 North Wells Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and eight (8) feet in width for a total of two hundred eighty (280) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 7:00 P.M.

Compensation: \$600.00/Seating Capacity: 10.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1142098 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.



*Pie Cafe.*

[O2019-7467]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to Pie Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 5357 North Ashland Avenue. Said sidewalk cafe area Number 1 shall be thirteen point five eight (13.58) feet in length and six (6) feet in width and sidewalk cafe area Number 2 shall be seventeen point four two (17.42) feet in length and six point one seven (6.17) feet in width for a total of one hundred eighty-eight point nine six (188.96) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Ashland Avenue and West Balmoral Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 10:00 A.M. to 9:00 P.M.

Friday, 10:00 A.M. to 10:00 P.M.

Saturday, 9:00 A.M. to 10:00 P.M.

Sunday, 10:00 A.M. to 8:00 P.M.

Compensation: \$600.00/Seating Capacity: 20.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1142290 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.



*The Ruin Daily.*

[O2019-7502]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to The Ruin Daily, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 328 South Jefferson Street. Said sidewalk cafe area shall be thirty-eight point seven one (38.71) feet in length and nine point three three (9.33) feet in width for a total of three hundred sixty-one point one six (361.16) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Jefferson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 8:00 P.M.

Compensation: \$600.00/Seating Capacity: 30.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1142133 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.

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*Selam Market And Restaurant LLC.*

[O2019-7503]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to Selam Market and Restaurant LLC, upon the terms and subject to the conditions of this ordinance,



to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4543 North Broadway. Said sidewalk cafe area shall be twenty-three (23) feet in length and seven point five (7.5) feet in width for a total of one hundred seventy-two point five (172.5) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$600.00/Seating Capacity: 12.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1141675 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.

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*Small Cheval.*

[O2019-7465]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to Small Cheval, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1732 North Milwaukee Avenue. Said sidewalk cafe area shall be eighty point seven five (80.75) feet in length and nine point two two (9.22) feet in width for a total of seven hundred forty-four point five two (744.52) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Wabansia Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:



Monday through Sunday, 8:00 A.M. to 12:00 A.M. Midnight

Compensation: \$818.97/Seating Capacity: 36.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1142101 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.

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*The Whale Chicago.*

[O2019-7461]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to The Whale Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2427 -- 2431 North Milwaukee Avenue. Said sidewalk cafe area Number 1 shall be thirty-six point four two (36.42) feet in length and five point nine two (5.92) feet in width and sidewalk cafe area Number 2 shall be fifty-nine point seven five (59.75) feet in length and eleven point three three (11.33) feet in width for a total of eight hundred ninety-two point five seven (892.57) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Milwaukee Avenue and North Richmond Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:



Monday through Thursday, 5:00 P.M. to 10:30 P.M.  
Friday, 4:00 P.M. to 10:30 P.M.  
Saturday and Sunday, 9:30 A.M. to 10:30 P.M.

Compensation: \$981.83/Seating Capacity: 62.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1142100 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.

---

*25 Degrees.*

[O2019-7462]

*Be It Ordained by the City Council of the City of Chicago:*

Permission and authority are hereby given and granted to 25 Degrees, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 736 North Clark Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and nine point two five (9.25) feet in width for a total of two hundred twenty-two (222) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Wednesday, 11:00 A.M. to 11:00 P.M.  
Thursday through Saturday, 11:00 A.M. to 12:00 Midnight  
Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: \$600.00/Seating Capacity: 18.



Sidewalk cafe permit and approved plan must be posted at all times.

This grant of Privilege Number 1141054 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2019 through and including February 29, 2020.

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#### AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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* amendments for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes. These ordinances were referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
Chairman.



On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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):

*Fulton Galley.*

[O2019-7736]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Fulton Galley on July 24, 2019 and printed upon page 3531 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "sidewalk cafe area shall be sixty-one point two nine (61.29) feet in length and fifteen point two one (15.21) feet in width for a total of nine hundred thirty-two point two two (932.22) square feet; Seating Capacity: 68; Compensation: \$1,025.44" and inserting in their place the words: "sidewalk cafe area shall be sixty-one point two nine (61.29) feet in length and ten point two one (10.21) feet in width for a total of six hundred twenty-five point seven seven (625.77) square feet; Seating Capacity: 46; Compensation \$688.35".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

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*Intelligentsia Coffee & Tea, Inc.*

[O2019-7741]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Intelligentsia Coffee & Tea, Inc. on June 12, 2019 and printed upon page 1549 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended



by deleting the words: "Said sidewalk cafe area Number 1 shall be fifteen point one seven (15.17) feet in length and seven point one seven (7.17) feet in width and sidewalk cafe area Number 2 shall be sixteen (16) feet in length and seven point one seven (7.17) feet in width for a total of two hundred twenty-three point four nine (223.49) square feet; Seating Capacity: 15; Sunday through Saturday, 8:00 A.M. to 9:00 P.M." and inserting in their place the words: "Said sidewalk cafe area Number 1 shall be nineteen point one seven (19.17) feet in length and seven (7) feet in width and sidewalk cafe area Number 2 shall be nine point one seven (9.17) feet in length and seven (7) feet in width for a total of one hundred ninety-eight point three eight (198.38) square feet; Seating capacity: 23; Sunday through Saturday, 8:00 A.M. to 8:00 P.M.".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

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APPROVAL OF THE WOLCOTT AT RAVENSWOOD SUBDIVISION.

[O2019-6977]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a proposed subdivision bounded by approximately West Lawrence Avenue, West Leland Avenue, North Ravenswood Avenue and North Wolcott Avenue for FEPH Highland Park LLC. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*



On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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, or his designee, is hereby authorized and directed to approve a proposed The Wolcott at Ravenswood Subdivision, being a resubdivision of certain lots owned by FEPH Highland Park LLC ("Developer"), in the block bounded by West Lawrence Avenue, West Leland Avenue, North Wolcott Avenue and North Ravenswood Avenue, and legally described in the attached plat (Exhibit A, CDOT File: 18-47-19-3891) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The resubdivision herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with the full-sized corresponding plat approved by the Chicago Department of Transportation's Acting Superintendent of Maps and Plats.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication. The subdivision shall take effect and be in force from and after the recording of the approved ordinance and associated plat.

[Exhibit "A" referred to in this ordinance printed on  
pages 7791 through 7795 of this *Journal*.]



**"EXHIBIT A"**  
**PLAT OF RESUBDIVISION**  
**THE WOLCOTT AT RAVENSWOOD**

PART OF THE THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS IS THE ILLINOIS STATE  
PLANE SYSTEM - ILLINOIS EAST 1201 ZONE (NAD 83)

**LEGEND**

EXISTING BOUNDARY LINE  
EXISTING RIGHT-OF-WAY  
EXISTING CENTERLINE  
PROPOSED LOT LINE  
UNDERLYING LOT LINE  
TRAFFIC FLOW DIRECTION

N NORTH  
S SOUTH  
E EAST  
W WEST  
A ARC LENGTH  
R ARC RADIUS  
CB CHORD BEARING  
CD CHORD DISTANCE  
(100.00' R) RECORD DIMENSION

FCC FOUND CUT CROSS  
SCC SET CUT CROSS  
SMG SET MAG NAIL

**AREA TABLE**

LOT 1	56,170 S.F.	1.2895 ACS. MORE OR LESS
LOT 2	28,012 S.F.	0.6431 ACS. MORE OR LESS
SUB'T.	84,182 S.F.	1.9326 ACS. MORE OR LESS

PREPARED FOR / MAIL TO:

FEPH - HIGHLAND PARK LLC  
205 W. WACKER DR - SUITE 901  
CHICAGO, IL 60606

**NOTE:**

- DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
- SURVEY FIELD WORK COMPLETED 03/04/17.
- SUBDIVIDED PROPERTY IS ZONED "PD 1379".
- UNLESS NOTED OTHERWISE ALL DIMENSIONS ARE MEASURED.
- SEE SHEET 2 FOR SITE IMPROVEMENTS

**OWNER'S CERTIFICATE**

FEPH-HIGHLAND PARK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT AS SAID OWNER IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 2019.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_ PERSONALLY KNOWN TO ME AS \_\_\_\_\_ OF \_\_\_\_\_ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AS AFORESAID.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 2019.

NOTARY PUBLIC \_\_\_\_\_

PROJECT NO. 10175.018.FE  
GROUP NO. VP04.2  
SHEET: 1 OF 3

CDOT#18-47-19-3891

07/15/19 PER CDOT COMMENTS  
11/10/17 PER CITY CHECKLIST  
REVISED: 10/10/17 PER CLIENT COMMENTS

**PLAT OF RESUBDIVISION**  
**THE WOLCOTT AT RAVENSWOOD**

FILE: FNL10175.018.FE BY: WLP QC: CWB FIELD: N/A  
PROJECT: 10175.018.FE PM: BP SCALE: 1"=100' DRAFTING: 09/06/17



**"EXHIBIT A"**  
**PLAT OF RESUBDIVISION**  
**THE WOLCOTT AT RAVENSWOOD**  
**"EXISTING CONDITIONS AT TIME OF SURVEY FIELD WORK"**

**MORTGAGEE CERTIFICATE**

AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED AS OF \_\_\_\_\_, AND RECORDED IN THE  
 RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. \_\_\_\_\_, DOES HEREBY CONSENT TO SUCH RESUBDIVISION AND THE PLAT DRAWN HEREON  
 AND AGREES THAT ITS MORTGAGE IS HEREBY SUBORDINATED TO SUCH RESUBDIVISION AND THE PLAT.  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 ITS: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )  
 I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN  
 TO ME AS THE \_\_\_\_\_ OF \_\_\_\_\_, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED  
 AND DELIVERED THIS INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT OF SAID OWNER AS AFORESAID.  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

NOTARY PUBLIC

**CITY-DEPT. OF FINANCE**

**COOK CO.**

**C.D.O.T.**

PROJECT NO. 10175.018.FE  
 GROUP NO. VP04.2  
 SHEET: 2 OF 3

CDOT#18-47-19-3891

07/15/19 PER CDOT COMMENTS  
 11/10/17 PER CITY CHECKLIST  
 REVISED: 10/10/17 PER CLIENT COMMENTS

**PLAT OF RESUBDIVISION**  
**THE WOLCOTT AT RAVENSWOOD**

FILE: FNL10175.018.FE	BY: MLP	QC: CWB	FIELD:	N/A
PROJECT: 10175.018.FE	PM: RP	SCALE: 1" = 40'	DRAFTING:	09/06/17

**Engineers  
 Scientists  
 Surveyors**

7275 Janssen Avenue, Suite 100  
 Woodridge, IL 60517  
 (815) 724-0200 voice  
 (815) 724-0200 fax  
 e302.com

**FEPH - HIGHLAND PARK LLC**  
 205 W. WACKER DR. - SUITE 901  
 CHICAGO, IL 60606  
 312-457-7000



**"EXHIBIT A"**  
**PLAT OF RESUBDIVISION**  
**THE WOLCOTT AT RAVENSWOOD**

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS    )  
                               ) SS  
 COUNTY OF DUPAGE    )

THIS IS TO CERTIFY THAT I, CHARLES W. BARTOSZ, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3188, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

**PARCEL 1:**

LOTS 3, 4, 5 AND 6 (EXCEPT THAT PART OF LOT 6 DEDICATED FOR PUBLIC ALLEY BY PLAT OF DEDICATION RECORDED FEBRUARY 24, 1984 AS DOCUMENT 26982355) IN BLOCK 1 IN RAVENSWOOD IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ANTE-FIRE, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF THE EAST 1/2 OF THE NORTH-SOUTH 20 FOOT WIDE PUBLIC ALLEY, LYING WEST OF AND ADJOINING SAID LOTS 3, 4, 5 AND 6 (EXCEPT THAT PART OF LOT 6 DEDICATED FOR ALLEY BY PLAT OF DEDICATION RECORDED FEBRUARY 24, 1984 AS DOCUMENT 26982355) AS VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO PASSED DECEMBER 6, 1983 AND RECORDED FEBRUARY 24, 1984 AS DOCUMENT 26982356.

EXCEPTING THEREFROM THAT PART OF SAID LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN SAID RAVENSWOOD SUBDIVISION; THENCE SOUTH 01 DEGREES 38 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 14.79 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 06 SECONDS WEST, 108.05 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 54 SECONDS EAST, 4.44 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 06 SECONDS WEST, 43.25 FEET; THENCE NORTH 01 DEGREES 38 MINUTES 21 SECONDS WEST, 19.21 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE WESTERLY ALONG SAID NORTH LINE OF LOT 3 TO THE PLACE OF BEGINNING.

**PARCEL 2:**

LOTS 19 AND 20 AND THE NORTH 2/3 OF LOT 18 IN BLOCK 1 IN RAVENSWOOD IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ANTE-FIRE, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE NORTH-SOUTH 20 FOOT WIDE PUBLIC ALLEY, LYING EAST OF AND ADJOINING SAID LOTS 19 AND 20, AS VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO PASSED DECEMBER 6, 1983 AND RECORDED FEBRUARY 24, 1984 AS DOCUMENT 26982356.

**PARCEL 3:**

LOTS 1 THROUGH 7, BOTH INCLUSIVE, IN FANNIE RUDOLPH'S RESUBDIVISION OF LOTS 21, 22, 23 AND 24 IN BLOCK 1 IN RAVENSWOOD IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 21, 1889 AS DOCUMENT 1104081, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE NORTH-SOUTH 20 FOOT WIDE PUBLIC ALLEY, LYING EAST OF AND ADJOINING SAID LOTS 1, 5, 6 AND 7, AS VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO PASSED DECEMBER 6, 1983 AND RECORDED FEBRUARY 24, 1984 AS DOCUMENT 26982356.

TOGETHER WITH THE WEST 1.28 FEET OF LOT 4 IN CLARK & ABBOTT'S RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN RAVENSWOOD IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 22, 1890 AS DOCUMENT 1307414.

TOGETHER WITH THAT PART OF THE EAST 1/2 OF THE NORTH-SOUTH 20 FOOT WIDE PUBLIC ALLEY, LYING WEST OF AND ADJOINING SAID LOT 4, AS VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO PASSED DECEMBER 6, 1983 AND RECORDED FEBRUARY 24, 1984 AS DOCUMENT 26982356.

I FURTHER CERTIFY THAT THIS LAND IS WITHIN THE CORPORATE LIMITS OF A MUNICIPALITY WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

I FURTHER CERTIFY THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND RESUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. PERMANENT MONUMENTS HAVE BEEN SET AT ALL LOT CORNERS.

I FURTHER CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS AN AREA DETERMINED TO BE OF OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE X) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF COOK COUNTY, ILLINOIS AND INCORPORATED AREAS (COMMUNITY PANEL NO. 17031C0410J) MAP REVISED AUGUST 19, 2009.

I HEREBY AUTHORIZE \_\_\_\_\_ OR THEIR AGENT TO FILE THIS PLAT OF RESUBDIVISION WITH THE COOK COUNTY RECORDER'S OFFICE.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 16th DAY OF AUGUST, 2019

CHARLES W. BARTOSZ  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3188  
 MY LICENSE EXPIRES ON NOVEMBER 30, 2020.  
 V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902  
 THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2021.  
 cbartosz@v3co.com



CDOT#18-47-19-3891

PROJECT NO. 10175.018.FE  
 GROUP NO. VP04.2  
 SHEET: 3 OF 3

07/15/19 PER CDOT COMMENTS  
 11/10/17 PER CITY CHECKLIST  
 REVISED: 10/10/17 PER CLIENT COMMENTS



Engineers  
 Scientists  
 Surveyors  
 7325 James Avenue, Suite 100  
 Woodridge, IL 60517  
 630.794.8200 voice  
 630.794.0284 fax  
 v3co.com

PREPARED FOR:  
**FEPH - HIGHLAND PARK LLC**  
 205 W. WACKER DR. SUITE 901  
 CHICAGO, IL 60606  
 312-457-7000

**PLAT OF RESUBDIVISION**

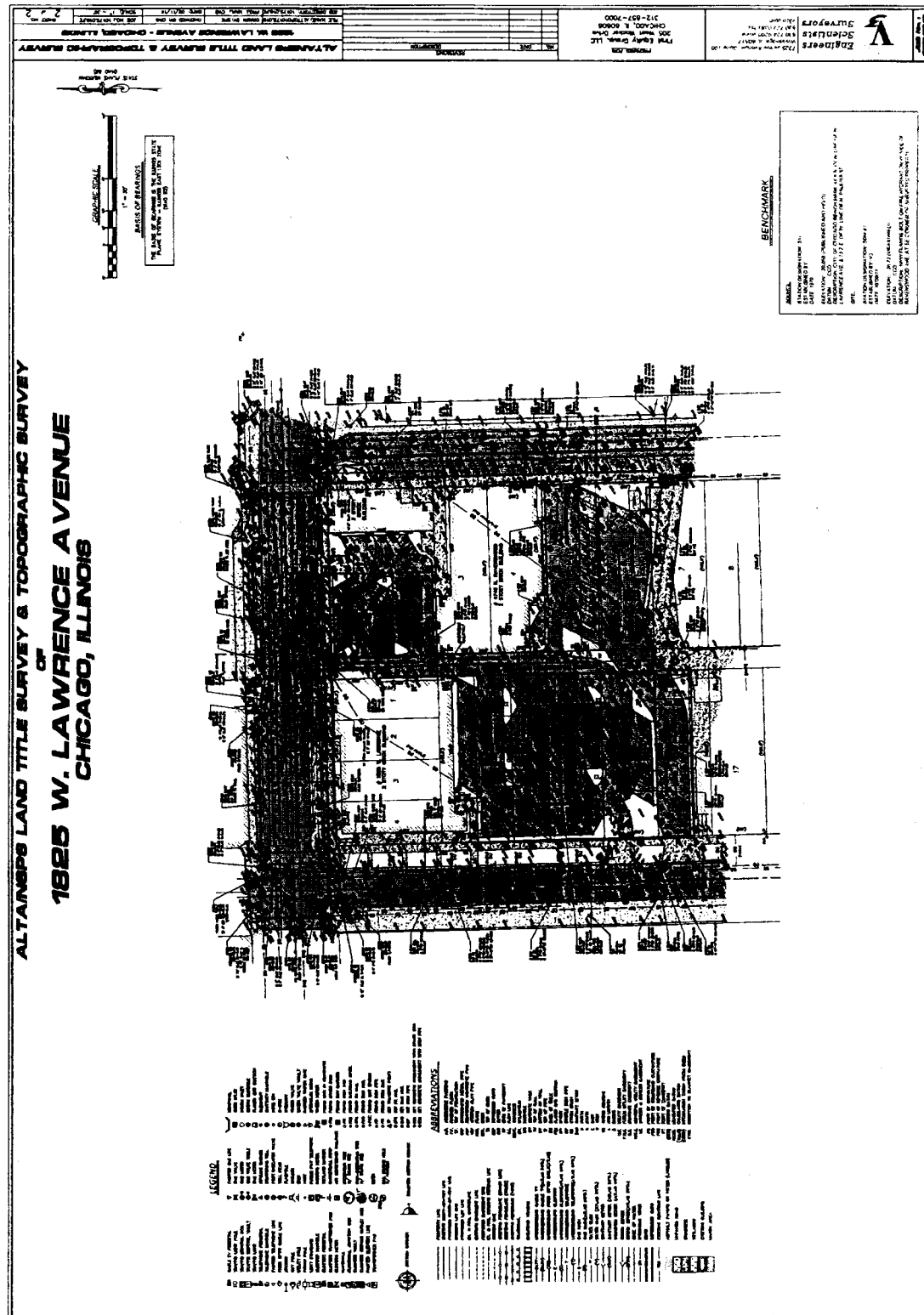
**THE WOLCOTT AT RAVENSWOOD**

FILE: FNL10175.018.FE	BY: MLP	QC: CMB	FIELD: N/A
PROJECT: 10175.018.FE	PM: BP	SCALE: 1" = N/A	DRAFTING: 09/06/17











VACATION OF PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY  
W. FULTON MARKET, N. SANGAMON ST., W. LAKE ST. AND N. MORGAN ST.

[O2019-4110]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a proposed vacation of the north/south dedicated alley in the area bounded by West Fulton Market, North Sangamon Street, West Lake Street and North Morgan Street. This ordinance was referred to the committee on June 12, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 212 -- 220 North Sangamon Street are owned by Chicago Title Land Trust Company, as trustee under trust agreement dated August 15, 1990 and known as Trust Number 25320 ("Trust 25320"); and

WHEREAS, The properties at 213 -- 221 North Morgan Street are owned by Chicago Title Land Trust Company, as trustee under trust agreement dated May 18, 1989, and known as Trust Number 25142 ("Trust 25142"); and

WHEREAS, Trust 25320 and Trust 25142 (collectively, the "Developer") propose to use the portion of the alley to be vacated herein for controlled access to their adjacent private parking; 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 that portion of the public alley described in the following ordinance; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The vacation of: the north/south public alley lying east of Lots 11, 14, 15 and 18 and west of the west line of Lots 12, 13, 16 and 17 in S.F. Gale's Subdivision of Block 22 in Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, ante-fire document, described as follows: beginning at the northeast corner of Lot 11 aforesaid; thence south 89 degrees, 33 minutes, 00 seconds east, 20.00 feet to the northwest corner of Lot 12 aforesaid; thence south 00 degrees, 13 minutes, 16 seconds west along the west line of said Lots 12, 13, 16 and 17 aforesaid, a distance of 108.05 feet to the southwest corner of said Lot 17; thence north 89 degrees, 52 minutes, 31 seconds west, 20.00 feet to the southeast corner of said Lot 18; thence north 00 degrees, 13 minutes, 16 seconds east along the east line of said Lots 11, 14, 15 and 18, a distance of 108.16 feet to the point of beginning, in Cook County, Illinois, area of property equals 2,162 square feet or 0.05 acre, 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.



SECTION 2. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall 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 part of public alley hereby vacated the sum One Million Sixty Thousand and no/100 Dollars (\$1,060,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with the associated full-sized plats as approved by the Acting Superintendent of Maps and Plats.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication. The vacation shall take effect and be in force from and after recording of the approved ordinance and plat.

Vacation Approved:

(Signed) Thomas Carney  
Acting Commissioner of  
Transportation

Approved as to Form and Legality:

(Signed) Arthur S. Dolinsky  
Senior Counsel

(Signed) Walter Burnett  
Alderman, 27<sup>th</sup> Ward

[Exhibit "A" referred to in this ordinance printed on  
pages 7799 and 7800 of this *Journal*.]



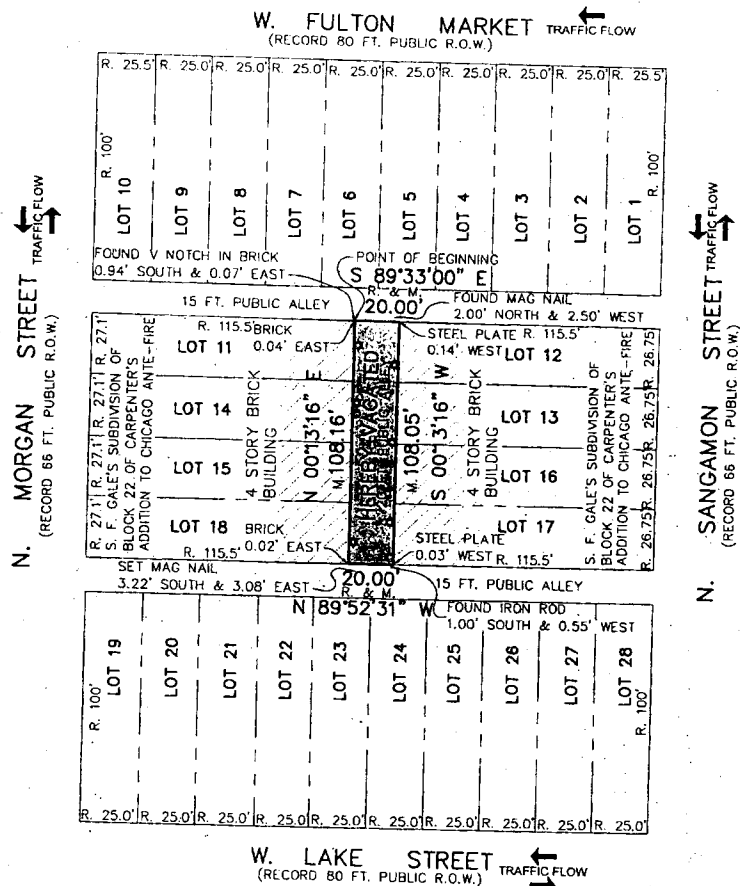
Exhibit "A".  
(Page 1 of 2)

# PLAT OF VACATION

## LEGAL DESCRIPTION

THE NORTH-SOUTH PUBLIC ALLEY LYING EAST OF LOTS 11, 14, 15 AND 18 AND WEST OF THE WEST LINE OF LOTS 12, 13, 16 AND 17 IN S. F. GALE'S SUBDIVISION OF BLOCK 22 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ANTE FIRE DOCUMENT, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 11 AFORESAID; THENCE SOUTH 89 DEGREES 33 MINUTES 00 SECONDS EAST 20.00 FEET TO THE NORTHWEST CORNER OF LOT 12 AFORESAID; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS WEST ALONG THE WEST LINE OF SAID LOTS 12, 13, 16 AND 17 AFORESAID A DISTANCE OF 108.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 89 DEGREES 52 MINUTES 31 SECONDS WEST 20.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 00 DEGREES 13 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID LOTS 11, 14, 15 AND 18 A DISTANCE OF 108.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA OF PROPERTY = 2,162 SQ. FT. OR 0.05 ACRES MORE OR LESS



REVISED APRIL 26, 2019 PER ORDER #2019-26663  
REVISED APRIL 22, 2019 PER ORDER #2019-26663

CDOT# 08-27-19-3888

ORDERED BY N. H. SANGAMON & CO. N. MORGAN	DRAWN BY J. H. SANGAMON
GEMLEY & BIEDERMANN PL. CO. CORPORATION 1535 NORTH EIGHTH AVENUE, CHICAGO, IL 60640 TELEPHONE: (773) 443-2442 FAX: (773) 443-2443 E-MAIL: GEMLEY@GEMLEY.COM	
DATE 2018-26259-001	PAGE NO. 1 of 2

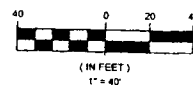
### LEGEND

- VACATION
- BUILDING HATCH

- RECORD LINES
- - - UNDERLYING LOTS
- BOUNDARY LINES
- R = RECORD
- M = MEASURED
- R.O.W. = RIGHT OF WAY

- ★ ELECTRIC MOUNTED WALL LIGHT
- ✱ ELECTRIC SECURITY CAMERA
- ⊗ AUTO SPRINKLER
- IRON ROD

### GRAPHIC SCALE

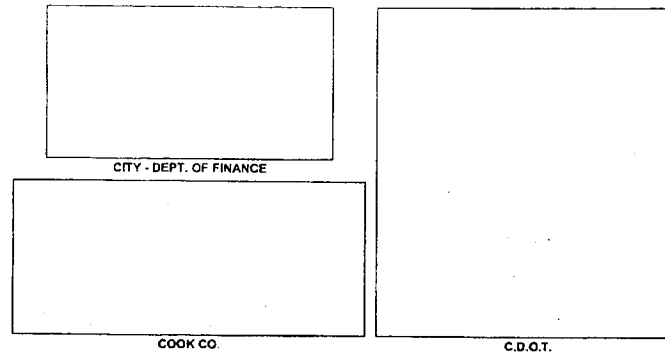


5/10/19



*Exhibit "A".*  
(Page 2 of 2)

**PLAT OF VACATION**



**SURVEYOR'S NOTES:**

FIELD MEASUREMENTS COMPLETED ON DECEMBER 17, 2018.

THE ZONING CLASSIFICATION OF THE PROPERTY SHOWN HEREON IS C1-1 AND C1-2 AS DELINEATED ON THE CITY OF CHICAGO, DEPARTMENT OF ZONING WEBSITE.

Note R. & M. denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2019 "All Rights Reserved"

PINS:  
17-08-423-003  
17-08-423-004

**SURVEY PREPARED FOR AND MAIL TO:**

NEW MANAGEMENT LTD.  
212 N. SANGAMON #1-A  
CHICAGO, IL. 60607

REVISED APRIL 26, 2019 PER ORDER #2019-26663  
REVISED APRIL 22, 2019 PER ORDER #2019-26663

**CDOT# 08-27-19-3888**

ORDERED BY: NEW MANAGEMENT LTD.	CHECKED: [initials]	DATE: [blank]
ADDRESS: 212 N. SANGAMON & 20 N. HEDGECOCK		
<b>GREMLEY &amp; BIEDERMANN</b>		
PLAT, CHICAGO, ILL.		
LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100		
ORDER NO: 2018-26259-001	DATE: DECEMBER 17, 2018	PAGE NO: 2 of 2

State of (Illinois)  
County of Cook/ies

We, GREMLEY & BIEDERMANN, INC. hereby certify that we have surveyed the hereon described property and that the plat hereon drawn is a correct representation of said survey corrected to a temperature of 62° Fahrenheit.

Field measurements completed on DECEMBER 17, 2018.

Signed on April 16, 2019

By:

P. Thomas Green

Professional Illinois Land Surveyor No. 2477

My license expires November 30, 2020

This professional service conforms to the current Illinois minimum standards for a boundary survey.





EXECUTION OF PARTIAL ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT FOR CONVEYANCE OF LAND AND VACATED PUBLIC ALLEY WITHIN AREA BOUNDED BY W. ROOSEVELT RD., S. KEDZIE AVE., W. 13<sup>TH</sup> ST. AND S. SAWYER AVE.

[O2019-6937]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a proposed transfer of a redevelopment agreement on a previous not-for-profit program vacation of the north/south alley in the block bounded by West Roosevelt Road, West 13<sup>th</sup> Street, South Sawyer Avenue and South Kedzie Avenue. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on March 31, 2004, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 21597 -- 21600 (the "Alley Vacation Ordinance"), the City vacated a certain 16-foot wide public alley located in the 1200 South blocks of Sawyer Avenue and Kedzie Avenue and north of West 13<sup>th</sup> Street as legally described in the Alley Vacation Ordinance (the "Vacated Alley") pursuant to the City's Not-For-Profit Street and Alley Vacation Program; and

WHEREAS, Pursuant to Section 5 of the Alley Vacation Ordinance, the City, EdgeAlliance, Inc., an Illinois not-for-profit corporation formerly known as AIDSCARE, Inc. (the "Original Not-for-Profit Developer"), Garden View LLC, an Illinois limited liability company formerly known as AIDSCARE Residence II LLC (the "Original Phase II Owner"), The Phoenix House LLC, an Illinois limited liability company formerly known as AIDSCARE Residence III LLC (the "Original Phase III Owner"), and AIDSCARE Residence, Inc., an Illinois not-for-profit corporation now known as Sawyer Gardens, Inc., entered into that certain Agreement for the Sale and Redevelopment of Land dated on or as of September 28, 2004 and recorded on September 30, 2004 as Document Number 0427441076 (the "Alley RDA"), pursuant to which the Original Not-for-Profit Developer, Original Phase II Owner and Original Phase III Owner agreed to cause to develop and use certain improvements on portions of the Vacated Alley for non-profit purposes during the 40-year term of the Alley RDA; more specifically, (i) the Original Not-for-Profit Developer and Original Phase II Owner agreed to develop the 16-unit "HOPWA Project" on the "HOPWA Property" (as those terms are defined in the Alley RDA), including the portion of the Vacated Alley identified in Exhibit E to the Alley RDA for the HOPWA Project (the "HOPWA Alley Property", and together with the HOPWA Property, the "HOPWA Project Property"), and (ii) the Original Not-for-Profit Developer and Original Phase III Owner agreed to develop the 32-unit Supportive Housing Project on the Supportive Housing Property (as that term is defined in the Alley RDA), including the portion of the Vacated Alley identified in Exhibit E to the Alley RDA for the Supportive Housing Project (the "Supportive Housing Alley Property", together with the Supportive Housing Property, the "Supportive Housing Project Property"); and

WHEREAS, The Original Phase II Owner has owned, developed, financed, constructed, operated and maintained the HOPWA Project on the HOPWA Project Property, and the Original Phase III Owner has owned, developed, financed, constructed, operated and



maintained the Supportive Housing Project on the Supportive Housing Project Property, and in connection with the Alley RDA, the City of Chicago issued a certificate of completion dated August 26, 2011, and recorded on August 29, 2011 as Document Number 1124129022 for both projects (the "Certificate of Completion"); and

WHEREAS, The Original Phase II Owner desires to convey ownership of the HOPWA Project and HOPWA Project Property to Heartland Garden View LLC, an Illinois limited liability company (the "New Phase II Owner"), subject to the terms of the Alley RDA as modified by the Certificate of Completion, all of which the New Phase II Owner desires to accept; and

WHEREAS, The Original Phase III Owner desires to convey ownership of the Supportive Housing Project and Supportive Housing Project Property to Heartland Phoenix House LLC, an Illinois limited liability company (the "New Phase III Owner"), subject to the terms of the Alley RDA as modified by the Certificate of Completion, all of which the New Phase III Owner desires to accept; and

WHEREAS, Upon due investigation and consideration, the City's Department of Transportation has determined that the public interest now warrants the above-described conveyances; 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 Commissioner of the Department of Transportation ("Commissioner") or a designee of the Commissioner is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a partial assignment, assumption and amendment agreement for the Alley RDA, in substantially the form attached hereto as Exhibit A and made a part hereof (the "Assignment/Assumption Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Assignment/Assumption Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Assignment/Assumption Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.



SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and approval.

Vacation Approved:

(Signed) Thomas Carney  
Acting Commissioner,  
Department of Transportation

Approved as to Form and Legality:

(Signed) Arthur Dolinsky  
Senior Counsel

(Signed) Michael Scott, Jr.  
Alderman, 27<sup>th</sup> Ward

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*  
(To Ordinance)

*Partial Assignment, Assumption And Amendment Agreement For  
The September 28, 2004 Agreement For The Sale And  
Redevelopment Of Land.*

This Partial Assignment, Assumption And Amendment Agreement For The September 28, 2004 Agreement For The Sale And Redevelopment Of Land ("Assignment/Assumption Agreement") is made as of \_\_\_\_\_, 2019 (the "Effective Date"), by and among the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City"), acting by and through its Department of Transportation ("CDOT"), EdgeAlliance, Inc., an Illinois not-for-profit corporation formerly known as AIDSCARE, Inc. (the "Original Not-for-Profit Developer"), Garden View LLC, an Illinois limited liability company formerly known as AIDSCARE Residence II LLC (the "Original Phase II Owner"), The Phoenix House LLC, an Illinois limited liability company formerly known as AIDSCARE Residence III LLC (the "Original Phase III Owner"), Heartland Housing, Inc., an Illinois not-for-profit corporation (the "New Not-for-Profit Developer"), Heartland Garden View LLC, an Illinois limited liability company (the "New Phase II Owner") and Heartland Phoenix House LLC, an Illinois limited liability company (the "New Phase III Owner").



CDOT has its principal offices at 30 North LaSalle Street, Suite 500, Chicago, Illinois 60602; the Original Not-for-Profit Developer, Original Phase II Owner and Original Phase III Owner have their principal offices at 1251 South Sawyer Avenue, Chicago, Illinois 60623; and the New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner have their principal offices at 208 South LaSalle Street, Suite 1300, Chicago, Illinois 60604. Capitalized terms not otherwise defined in this Assignment/Assumption Agreement shall have the meanings ascribed to such term(s) in the Alley RDA ("Alley RDA" is defined in the second recital hereof).

*Recitals.*

Whereas, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on March 31, 2004, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 21597 -- 21600 (the "Alley Vacation Ordinance"), the City vacated a certain 16-foot wide public alley located in the 1200 South blocks of Sawyer Avenue and Kedzie Avenue and north of West 13<sup>th</sup> Street as legally described in the Alley Vacation Ordinance (the "Vacated Alley") pursuant to the City's Not-For-Profit Street and Alley Vacation Program;

Whereas, Pursuant to Section 5 of the Alley Vacation Ordinance, the City, the Original Not-for-Profit Developer, the Original Phase II Owner, the Original Phase III Owner and AIDSCARE Residence, Inc., an Illinois not-for-profit corporation now known as Sawyer Gardens, Inc., entered into that certain Agreement for the Sale and Redevelopment of Land dated on or as of September 28, 2004 and recorded on September 30, 2004 as Document Number 0427441076 (the "Alley RDA"), pursuant to which the Original Not-for-Profit Developer, Original Phase II Owner and Original Phase III Owner agreed to cause to develop and use certain improvements on portions of the Vacated Alley for non-profit purposes during the 40-year term of the Alley RDA; more specifically, (i) the Original Not-for-Profit Developer and Original Phase II Owner agreed to develop the 16-unit HOPWA Project on the HOPWA Property, including the portion of the Vacated Alley identified in Exhibit E to the Alley RDA for the HOPWA Project (the "HOPWA Alley Property", and together with the HOPWA Property, the "HOPWA Project Property"), and (ii) the Original Not-for-Profit Developer and Original Phase III Owner agreed to develop the 32-unit Supportive Housing Project on the Supportive Housing Property, including the portion of the Vacated Alley identified in Exhibit E to the Alley RDA for the Supportive Housing Project (the "Supportive Housing Alley Property", and together with the Supportive Housing Property, the "Supportive Housing Project Property");

Whereas, The Original Phase II Owner has owned, developed, financed, constructed, operated and maintained the HOPWA Project on the HOPWA Project Property, and the Original Phase III Owner has owned, developed, financed, constructed, operated and maintained the Supportive Housing Project on the Supportive Housing Project Property, and in connection with the Alley RDA, the City of Chicago issued a certificate of completion dated August 26, 2011, and recorded on August 29, 2011 as Document Number 1124129022 for both projects (the "Certificate of Completion");



Whereas, The Original Phase II Owner desires to convey ownership of the HOPWA Project and HOPWA Project Property to the New Phase II Owner, subject to the terms of the Alley RDA as modified by the Certificate of Completion and this Assignment/Assumption Agreement, all of which the New Phase II Owner desires to accept;

Whereas, The Original Phase III Owner desires to convey ownership of the Supportive Housing Project and Supportive Housing Project Property to the New Phase III Owner, subject to the terms of the Alley RDA as modified by the Certificate of Completion and this Assignment/Assumption Agreement, all of which the New Phase III Owner desires to accept;

Whereas, In accordance with Section 6.B. of the Alley RDA, the City Council adopted an ordinance on \_\_\_\_\_, 2019, which ordinance was [published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages \_\_\_\_\_ -- \_\_\_\_\_] [executed by the Mayor of the City of Chicago or her authorized designee on \_\_\_\_\_, 2019], pursuant to which the City has consented to the conveyance of the HOPWA Project and HOPWA Project Property to the New Phase II Owner and of the Supportive Housing Project and Supportive Housing Project Property to the New Phase III Owner on the condition that the Original Not-for-Profit Developer, Original Phase II Owner, Original Phase III Owner, New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner agree to be bound by the terms and conditions of this Assignment/Assumption Agreement ("Conveyance Approval Ordinance");

Whereas, The execution of this Assignment/Assumption Agreement by the Original Not-for-Profit Developer, Original Phase II Owner, Original Phase III Owner, the New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner is therefore a condition precedent to the City providing its consent to the proposed conveyance of the HOPWA Project, HOPWA Project Property, Supportive Housing Project and Supportive Housing Project Property as described herein;

Now, Therefore, In consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Original Not-for-Profit Developer, Original Phase II Owner, Original Phase III Owner, New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner agree as follows:

1. Partial Assignment And Assumption: New Not-For-Profit Developer. (a) Subject to the Original Not-for-Profit Developer's Retained Liabilities (as hereafter defined) and effective on the Effective Date, the Original Not-for-Profit Developer hereby assigns all its rights and obligations under the Alley RDA, as modified by the Certificate of Completion and as amended by this Assignment/Assumption Agreement, with respect to the HOPWA Project, HOPWA Project Property, Supportive Housing Project and Supportive Housing Property to the New Not-for-Profit Developer. This assignment of the Original Not-for-Profit Developer's rights and obligations under the Alley RDA specifically excludes and does not apply to (a) the Section 811 Project, the Section 811 Property and the Phase I Encumbered Property legally described in Exhibit C-1 to the



Alley RDA (the Section 811 Property and the Phase I Encumbered Property are collectively the "Section 811 Project Property"); (b) the Wellness Center Project, the Wellness Center Property as described on Exhibit A-4 to the Alley RDA and the portion of the Vacated Alley identified in Exhibit E to the Alley RDA for the Wellness Center Project (the "Wellness Center Alley Property", and together with the Wellness Center Property, the "Wellness Center Project Property"); and (c) all the liabilities of the Original Not-for-Profit Developer relating to the Alley RDA arising or accruing prior to the Effective Date (collectively, the "Original Not-for-Profit Developer's Retained Liabilities").

(b) Subject to the Original Not-for-Profit Developer's Retained Liabilities and effective on the Effective Date, the New Not-for-Profit Developer hereby assumes all the rights and obligations of the Original Not-for-Profit Developer under the Alley RDA, as amended by the Certificate of Completion and as amended by this Assignment/Assumption Agreement with respect to the HOPWA Project, HOPWA Project Property, Supportive Housing Project and Supportive Housing Project Property only.

(c) The City hereby releases and discharges the Original Not-for-Profit Developer from all claims, demands, actions, causes of action, rights of action, costs, expenses, damages, remedies, responsibilities and liabilities arising out of the Alley Vacation Ordinance and Alley RDA, excluding the Original Not-for-Profit Developer's Retained Liabilities.

(d) For purposes of the HOPWA Project, HOPWA Project Property, Supportive Housing Project and Supportive Housing Project Property only, all references in the Alley RDA, as modified by the Certificate of Completion, to the Original Not-for-Profit Developer shall hereafter refer to the New Not-for-Profit Developer.

2. Partial Assignment And Assumption: New Phase II Owner. (a) Subject to the Original Phase II Owner's Retained Liabilities (as hereafter defined) and effective on the Effective Date, the Original Phase II Owner hereby assigns all its rights and obligations under the Alley RDA, as modified by the Certificate of Completion and as amended by this Assignment/Assumption Agreement, with respect to the HOPWA Project and HOPWA Project Property to the New Phase II Owner. This assignment of the Original Phase II Owner's rights and obligations under the Alley RDA specifically excludes and does not apply to the liabilities of the Original Phase II Owner relating to the Alley RDA arising or accruing prior to the Effective Date (the "Original Phase II Owner's Retained Liabilities").

(b) Subject to the Original Phase II Owner's Retained Liabilities and effective on the Effective Date, the New Phase II Owner hereby assumes all the rights and obligations of the Original Phase II Owner under the Alley RDA, as amended by the Certificate of Completion and as amended by this Assignment/Assumption Agreement with respect to the HOPWA Project and HOPWA Project Property only.



(c) The City hereby releases and discharges the Original Phase II Owner from all claims, demands, actions, causes of action, rights of action, costs, expenses, damages, remedies, responsibilities and liabilities arising out of the Alley Vacation Ordinance and Alley RDA, excluding the Original Phase II Owner's Retained Liabilities.

(d) For purposes of the HOPWA Project and HOPWA Project Property, all references in the Alley RDA, as modified by the Certificate of Completion, to the Original Phase II Owner shall hereafter refer to the New Phase II Owner.

The legal description for the HOPWA Property is attached hereto as (Sub)Exhibit A-1; the legal description for the HOPWA Alley Property is attached hereto as (Sub)Exhibit A-2; and the legal description for the HOPWA Project Property is attached hereto as (Sub)Exhibit A-3.

3. Partial Assignment And Assumption: New Phase III Owner. (a) Subject to the Original Phase III Owner's Retained Liabilities (as hereafter defined) and effective on the Effective Date, the Original Phase III Owner hereby assigns all its rights and obligations under the Alley RDA, as modified by the Certificate of Completion and as amended by this Assignment/Assumption Agreement, with respect to the Supportive Housing Project and Supportive Housing Project Property to the New Phase III Owner. This assignment of the Original Phase III Owner's rights and obligations under the Alley RDA specifically excludes and does not apply to the liabilities of the Original Phase III Owner relating to the Alley RDA arising or accruing prior to the Effective Date (the "Original Phase III Owner's Retained Liabilities").

(b) Subject to the Original Phase III Owner's Retained Liabilities and effective on the Effective Date, the New Phase III Owner hereby assumes all the rights and obligations of the Original Phase III Owner under the Alley RDA, as amended by the Certificate of Completion and as amended by this Assignment/Assumption Agreement with respect to the Supportive Housing Project and Supportive Housing Project Property only.

(c) The City hereby releases and discharges the Original Phase III Owner from all claims, demands, actions, causes of action, rights of action, costs, expenses, damages, remedies, responsibilities and liabilities arising out of the Alley Vacation Ordinance and Alley RDA, excluding the Original Phase III Owner's Retained Liabilities.

(d) For purposes of the Supportive Housing Project and Supportive Housing Project Property, all references in the Alley RDA, as modified by the Certificate of Completion, to the Original Phase III Owner shall hereafter refer to the New Phase III Owner.

The legal description for the Supportive Housing Property is attached hereto as (Sub)Exhibit B-1; the legal description for the Supportive Housing Alley Property is attached hereto as (Sub)Exhibit B-2; and the legal description for the Supportive Housing Project Property is attached hereto as (Sub)Exhibit B-3.



4. Consent. Subject to the terms of this Assignment/Assumption Agreement and in accordance with the Conveyance Approval Ordinance, the City, acting through CDOT, consents to the conveyance and transfer of (a) the HOPWA Project and HOPWA Project Property from the Original Phase II Developer to the New Phase II Developer, and (b) the Supportive Housing Project and Supportive Housing Project Property from the Original Phase III Developer to the New Phase III Developer.

5. Amendments To The Alley RDA. The Alley RDA is amended to include Sections 24 through 29, which read as follows:

"Section 24. Business Relationships. The New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner each individually acknowledges (1) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (2) 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 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 (3) 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 New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner each hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Section 25. Patriot Act Certification. The New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner each individually represents and warrants that neither the New Not-for-Profit Developer, New Phase II Owner, New Phase III Owner nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the New Not-for-Profit Developer, Phase II Owner or New Phase III Owner that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with New Not-for-Profit Developer, New Phase II Owner or New Phase III Owner, as applicable, and a person or entity shall be



deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 26. Prohibition On Certain Contributions -- Mayoral Executive Order Number 2011-4.

New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner agree that the New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner, any person or entity who directly or indirectly has an ownership or beneficial interest in New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner's contractors (i.e., any person or entity in direct contractual privity with New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner 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 ("Subowners") and spouses and domestic partners of such Subowners (New Not-for-Profit Developer, New Phase II Owner, New Phase III Owner and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (1) after execution of this Agreement by New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner, (2) while this Agreement or any Other Contract is executory, (3) during the term of this Agreement or any Other Contract between New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner and the City, or (4) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner each represent and warrant that from the later to occur of (1) May 16, 2011, and (2) the date the City approached the New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner or the date the New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner each agrees that it shall not: (1) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (2) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (3) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner each agree that the Identified Parties must not engage in any conduct whatsoever designed



to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner each agree that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 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, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If New Not-for-Profit Developer, New Phase II Owner and/or New Phase III Owner intentionally violates this provision or Mayoral Executive Order Number 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City of Chicago to which New Developer is a party that is (1) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (2) entered into for the purchase or lease of real or personal property; or (3) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

1. They are each other’s sole domestic partner, responsible for each other’s common welfare; and
2. Neither party is married; and
3. The partners are not related by blood closer than would bar marriage in the State of Illinois; and
4. 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



5. Two of the following four conditions exist for the partners:
- a. The partners have been residing together for at least 12 months.
  - b. The partners have common or joint ownership of a residence.
  - c. The partners have at least two of the following arrangements:
    - i. joint ownership of a motor vehicle;
    - ii. a joint credit account;
    - iii. a joint checking account;
    - iv. a lease for a residence identifying both domestic partners as tenants.
  - d. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Section 27. Failure To Maintain Eligibility To Do Business With The City. Failure by New Not-for-Profit Developer, New Phase II Owner or New Phase III Owner or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Each of the New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

Section 28. Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner 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, respectively, of the Municipal Code of Chicago. The New Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

Section 29. Shakman.

(i) 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 Number 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.

(ii) New Not-for-Profit Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with New Not-for-Profit Developer, either as an employee or as a subcontractor, and from directing New Not-for-Profit Developer to hire an individual as an employee or as a subcontractor. Accordingly, New Not-for-Profit Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by New Not-for-Profit Developer under this Agreement are employees or subcontractors of New Not-for-Profit 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 New Not-for-Profit Developer.

(iii) New Not-for-Profit 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.

(iv) In the event of any communication to New Not-for-Profit Developer by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) above, New Not-for-Profit 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 ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. New Not-for-Profit Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract."

6. Recordation. Upon the full execution of this Assignment/Assumption Agreement by the City, the Original Not-for-Profit Developer, Original Phase II Owner, Original Phase III Owner, the New Not-for-Profit Developer, New Phase II Owner and New Phase III Owner, the New Not-for-Profit Developer shall record this Assignment/Assumption Agreement with the Office of the Recorder of Deeds of Cook County. The New Not-for-Profit Developer shall pay the recording fees.



7. Counterparts. This Assignment/Assumption Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

8. Full Force And Effect. Except as amended hereby, the Alley RDA, as modified by the Certificate of Completion, shall continue in full force and effect as the binding obligations of the City, the Original Not-for-Profit Developer (relating to the Original Not-for-Profit Developer's Retained Liabilities), the Original Phase II Owner (relating to the Original Phase II Owner's Retained Liabilities), the Original Phase III Owner (relating to the Original Phase III Owner's Retained Liabilities), Sawyer Gardens, Inc., an Illinois not-for-profit corporation formerly known as AIDSCARE Residence, Inc. (relating to the Section 811 Project and Section 811 Project Property), the New Not-for-Profit Developer, the New Phase II Owner and New Phase III Owner, respectively.

In Witness Whereof, The undersigned have executed this Partial Assignment, Assumption and Amendment Agreement for The September 28, 2004 Agreement for the Sale and Redevelopment of Land as of the day and year first above stated.

City of Chicago, an Illinois municipal  
corporation and home rule unit of  
local government

By: \_\_\_\_\_  
Acting Commissioner,  
Department of Transportation

Approved as to Form and Legality:

\_\_\_\_\_  
Department of Law

EdgeAlliance, Inc., an Illinois  
not-for-profit corporation

By: \_\_\_\_\_  
Paul Dillon, Chairman



Garden View LLC,  
an Illinois limited liability company

By: EdgeAlliance, Inc., an Illinois  
not-for-profit corporation, its sole member

By: \_\_\_\_\_  
Paul Dillon, Chairman

The Phoenix House LLC,  
an Illinois limited liability company

By: EdgeAlliance, Inc., an Illinois  
not-for-profit corporation, its sole member

By: \_\_\_\_\_  
Paul Dillon, Chairman

Heartland Housing, Inc.,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Michael Goldberg, Executive Director

Heartland Garden View LLC,  
an Illinois limited liability company

By: Heartland Housing, Inc., an Illinois  
not-for-profit corporation, its sole member

By: \_\_\_\_\_  
Michael Goldberg, Executive Director

Heartland Phoenix House LLC, an Illinois  
limited liability company

By: Heartland Housing, Inc., an Illinois  
not-for-profit corporation, its sole member

By: \_\_\_\_\_  
Michael Goldberg, Executive Director



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 Thomas Carney, the Acting Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, 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 Acting Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Notary Public

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 Paul Dillon, personally known to me and known by me to be the Chairman of EdgeAlliance, Inc. (the "Corporation"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Notary Public



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 Paul Dillon, personally known to me and known by me to be the Chairman of EdgeAlliance, Inc. (the "Member"), the sole member of Garden View LLC (the "Company"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Member on behalf of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Notary Public

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 Paul Dillon, personally known to me and known by me to be the Chairman of EdgeAlliance, Inc. (the "Member"), the sole member of The Phoenix House LLC (the "Company"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the member on behalf of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Notary Public



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 Michael Goldberg, personally known to me and known by me to be the Executive Director of Heartland Housing, Inc. (the "Corporation"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Notary Public

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 Michael Goldberg, personally known to me and known by me to be the Executive Director of Heartland Housing, Inc. (the "Member"), the sole member of Heartland Garden View LLC (the "Company"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Member on behalf of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Notary Public



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 Michael Goldberg, personally known to me and known by me to be the Executive Director of Heartland Housing, Inc. (the "Member"), the sole member of Heartland Phoenix House LLC (the "Company"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the member on behalf of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(Sub)Exhibits "A-1", "A-2", "A-3", "B-1", "B-2" and "B-3" referred to in this Assignment/ Assumption Agreement read as follows:

*(Sub)Exhibit "A-1".*  
(To Assignment/Assumption Agreement)

Legal Description Of The HOPWA Property (subject to final title commitment and survey):

Lots 17 to 22 and 36 to 38 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter of that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1235 South Sawyer Avenue  
Chicago, Illinois 60623.

Permanent Index Number:

16-23-207-042-0000.



*(Sub)Exhibit "A-2".*  
(To Assignment/Assumption Agreement)

Legal Description Of The HOPWA Alley Property (subject to final title commitment and survey):

the west half of the north/south 16.00-foot wide vacated public alley lying east of and adjoining the east line of Lots 17 and 18 and lying west of and adjoining the west line of Lots 39 and 40, and lying south of the north line of Lot 17 extended easterly and lying north of the south line of Lot 18 extended easterly, and all of the north/south 16.00-foot wide vacated public alley lying east of and adjoining the east line of Lots 19 to 22, both inclusive, and lying west of and adjoining the west line of Lots 35 to 38, both inclusive, in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter of that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1235 South Sawyer Avenue  
Chicago, Illinois 60623.

Permanent Index Number:

16-23-207-042-0000.

*(Sub)Exhibit "A-3".*  
(To Assignment/Assumption Agreement)

Legal Description Of The HOPWA Project Property (subject to final title commitment and survey):

Parcel 1:

Lots 17 to 22 and 36 to 38 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the



northeast quarter of that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1235 South Sawyer Avenue  
Chicago, Illinois 60623.

Permanent Index Number:

16-23-207-042-0000.

Parcel 2:

the west half of the north/south 16.00-foot wide vacated public alley lying east of and adjoining the east line of Lots 17 and 18 and lying west of and adjoining the west line of Lots 39 and 40, and lying south of the north line of Lot 17 extended easterly and lying north of the south line of Lot 18 extended easterly, and all of the north/south 16.00-foot wide vacated public alley lying east of and adjoining the east line of Lots 19 to 22, both inclusive, and lying west of and adjoining the west line of Lots 35 to 38, both inclusive, in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter of that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1235 South Sawyer Avenue  
Chicago, Illinois 60623.

Permanent Index Number:

16-23-207-042-0000.



*(Sub)Exhibit "B-1".*  
(To Assignment/Assumption Agreement)

Legal Description Of The Supportive Housing Property (subject to final title commitment and survey):

Lots 23 through 28, both inclusive, and the west 62.5 feet of Lots 29 through 34, both inclusive, in Sub-block 1 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1251 South Sawyer Avenue  
Chicago, Illinois 60623.

Permanent Index Number:

16-23-207-039-0000.

*(Sub)Exhibit "B-2".*  
(To Assignment/Assumption Agreement)

Legal Description Of The Supportive Housing Alley Property (subject to final title commitment and survey):

the north and south 16-foot vacated public alley lying west of and adjoining the west line of Lots 29 through 34, both inclusive, lying east of and adjoining the east line of Lots 23 through 28, both inclusive, lying south of the north line of Lot 34 extended westerly and lying north of the south line of Lot 29 extended westerly in Sub-block 1 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.



## Commonly Known As:

1251 South Sawyer Avenue  
Chicago, Illinois 60623.

## Permanent Index Number:

16-23-207-039-0000.

[Drawing and Legal Descriptions attached to this (Sub)Exhibit "B-2"  
printed on page 7824 of this *Journal*.]

(Sub)Exhibit "B-3".  
(To Assignment/Assumption Agreement)

## Legal Description Of The Supportive Housing Project Property (subject to final title commitment and survey):

Lots 23 through 28, both inclusive, and the west 62.5 feet of Lots 29 through 34, both inclusive, and the north and south 16-foot vacated public alley lying west of and adjoining the west line of Lots 29 through 34, both inclusive, lying east of and adjoining the east line of Lots 23 through 28, both inclusive, lying south of the north line of Lot 34 extended westerly and lying north of the south line of Lot 29 extended westerly in Sub-block 1 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## Commonly Known As:

1251 South Sawyer Avenue  
Chicago, Illinois 60623.

## Permanent Index Number:

16-23-207-039-0000.



*Drawing And Legal Description To Alley Redevelopment Agreement.*

"A"

Circuit Court Partition of the E. 1/2 of the N.E. 1/4 and that part of the E. 1/2 of the S.E. 1/4 lying N. of the center Line of Ogden Av. of Section 23-39-13.

"B"

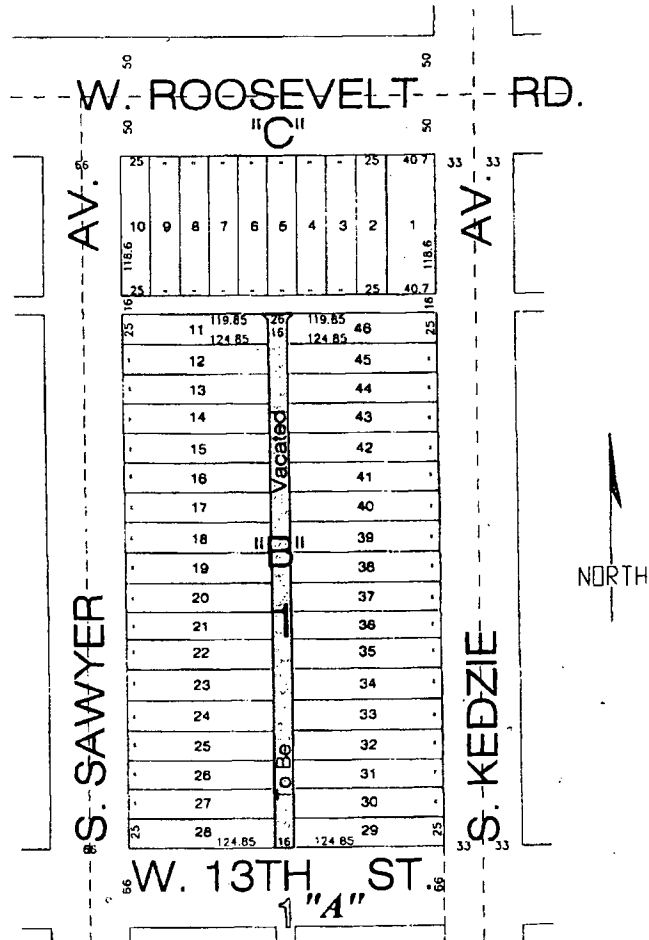
Prescott's Douglas Park Addition to Chicago in Section 23-39-13, (being a Subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition etc.) (See "A").

"C"

Ordinance for Opening and Widening of 12th St. from Ogden Av. to Crawford Av. Passed June 11, 1880.  
Confirmed February 16, 1884.

Note: This Alley is being vacated under the  
Not-for-Profit Street and Alley Vacation Program

Dr. No. 23-24-03-2702





DEDICATION OF PORTIONS OF PARCELS OF LAND, W. 18<sup>TH</sup> PL. AND PUBLIC ALLEY FOR USE AS PUBLIC WAYS WITHIN AREA BOUNDED BY W. 18<sup>TH</sup> PL., S. KILDARE AVE., W. 19<sup>TH</sup> ST. AND S. KOSTNER AVE.

[O2019-6929]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a proposed dedication of a public alley in the block bounded by West 18<sup>th</sup> Place, West 19<sup>th</sup> Street, South Kildare Avenue and South Kostner Avenue. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke abstained from voting on this item, pursuant to Rule 14 of the City Council's Rules of Order and Procedure. Within the preceding 12 months,



Alderman Burke practiced law with other attorneys in a law firm. Other attorneys in the firm represented Montclare Lawndale SLF within the preceding 12 months in property tax appeals at the Cook County Assessor and Cook County Board of Review relating to this property.

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, or his designee, is hereby authorized and directed to approve a dedication of certain property owned by Montclare Lawndale SLF Corporation, an Illinois corporation ("Developer"), for use as public way, in the block bounded by West 19<sup>th</sup> Street, West 18<sup>th</sup> Place, South Kostner Avenue and South Kildare Avenue, as legally described below and in the attached plat (Exhibit A, CDOT File: 22-24-19-3885) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The dedication of the west 16.00 feet of the east 18.00 feet along with the north 40.00 feet of the west 40.00 feet of the east 58.00 feet of a tract of land described as: Lots 13 to 28, inclusive, in the resubdivision of Lots 6 to 12, inclusive, in W.A. James Subdivision of Lot 4 (except the west 243.54 feet) in Executor's Subdivision of Lot 3 in the partition of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded May 19, 1910 as Document 4562491, along with the south half of that part of West 18<sup>th</sup> Place and the public alley lying adjacent to said lots, vacated by ordinance passed June 2, 1967 and recorded August 30, 1967 as Document Number 20246302, in Cook County, Illinois, above said parcel containing, more or less, 7,070 square feet, 0.162 acre is accepted. For informational purposes, it is noted that the 2-foot wide strip of land immediately to the east of the dedicated property is not being dedicated because it contains multiple encroachments, including a retaining wall, and will remain the private property of the Developer, its successors or assigns.

SECTION 3. The Developer acknowledges that any private sewers, appurtenances and connections within the area to be dedicated shall be sealed, removed or relocated to private property at the Developer's expense, in accordance with the standard procedures of the Department of Water Management, Sewer Section; or established as public through City Council action. In the event that any sewer is abandoned, the abandonment plans must be reviewed, approved and permitted by the Department of Water Management, Sewer Design Section, prior to work. The Developer understands that it is his responsibility to provide proper drainage, and lay new sewer main and associated structures, at his expense in the alley herein dedicated, in accordance with plans reviewed, approved and permitted by the Department of Water Management, Sewer Design Section, prior to work. Acceptance of new sewers is contingent upon submittal



of as-built drawings, and physical and videotape inspection provided by the Developer provided to the Department of Water Management within 30 days of completion. All sewer work in both the public way and on private property requires permit of a Licensed Drainlayer as secured through the Department of Buildings-Sewer Permit Section.

SECTION 4. The dedication herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with the associated plat approved by the Department of Transportation's Acting Superintendent of Maps and Plats.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and approval. This dedication shall take effect and be in force from and after the recording of the ordinance and associated plat.

Dedication Approved:

(Signed) Thomas Carney  
Acting Commissioner of  
Transportation

Approved as to Form and Legality:

(Signed) Arthur Dolinsky  
Senior Counsel

Introduced By:

(Signed) Michael Scott, Jr.  
Alderman, 24<sup>th</sup> Ward

[Exhibit "A" referred to in this ordinance  
printed on page 7828 of this *Journal*.]







OPENING OF VARIOUS PARCELS OF LAND FOR WIDENING OF PORTIONS OF  
S. WELLS ST. AND W. HARRISON ST.

[O2019-6928]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a proposed opening to vehicular traffic of a length of street on the south side of West Harrison Street, between South Wells Street and South Canal Street; and a length of street on the west side of South Wells Street, between West Harrison Street and West Roosevelt Road, for the public good. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 City can enhance public access by opening new rights-of-way or widening existing rights-of-way; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1.

Permanent Index Number: 17-16-401-008 (PT).

Legal Description:

Parcel 1.

Opening of that part of Block 88 in the School Section Addition to Chicago, being a subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, and the filled old channel of the south branch of the Chicago River, all taken as one tract bounded and described as follows: commencing at the intersection of the south line of West Harrison Street with the west line of South Wells Street, said point being 10.00 feet west of the northeast corner of Block 88; thence south 88 degrees, 29 minutes, 46 seconds west along said south line of West Harrison Street, a distance of 220.00 feet to the point of beginning; thence south 01 degree, 33 minutes, 18 seconds east, 19.00 feet to a line parallel with and 19.00 feet south of said south line of West Harrison Street; thence south 88 degrees, 29 minutes, 46 seconds west along said parallel line, a distance of 168.97 feet; thence north 77 degrees, 28 minutes, 43 seconds west, a distance of 78.40 feet to a point on said south line of West Harrison Street, said point being 475.01 feet west from the northeast corner of said Block 88; thence north 88 degrees, 29 minutes, 46 seconds east, a distance of 245.01 feet along said south line of West Harrison Street to the point of beginning all in Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said parcel containing 0.090 acre or 3,933 square feet, more or less,

Also;

Permanent Index Number: 17-16-401-010 (PT).

Owner: City of Chicago, a municipal corporation.

Parcel 2.

Opening of that part of Block 88 in the School Section Addition to Chicago, being a subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, and the filled old channel of the south branch of the Chicago River, all taken as one tract, bounded and described as follows: beginning at the intersection of the south line of West Harrison Street with the west line of South Wells Street, said point being 10.00 feet west of the northeast corner of Block 88 aforesaid; thence south 01 degree, 33 minutes, 18 seconds east along said west line of South Wells Street, a distance of 299.73 feet; thence north 06 degrees, 34 minutes, 55 seconds west, a distance of 216.83 feet to a line parallel and 19.00 feet west of the aforesaid west line of South Wells Street; thence north 01 degree, 33 minutes, 18 seconds west along said parallel line, a distance of 25.78 feet; thence northwesterly a distance of



61.23 feet along a curve concave to the southwest having a radius of 39.00 feet, the chord of said curve bearing north 46 degrees, 31 minutes, 46 seconds west, 55.13 feet to a line parallel and 19.00 feet south of said south line of West Harrison Street; thence south 88 degrees, 29 minutes, 46 seconds west along said parallel line, a distance of 162.03 feet to a line parallel and distant 220.00 feet from said west line of South Wells Street, as measured along said south line of West Harrison Street; thence north 01 degree, 33 minutes, 18 seconds west along said parallel line, a distance of 19.00 feet to the south line of the aforesaid south line of West Harrison Street; thence north 88 degrees, 29 minutes, 46 seconds east along said south line of West Harrison Street, a distance of 220.00 feet to the point of beginning all in Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said parcel containing 0.179 acre or 7,788 square feet, more or less, both Parcel 1 and Parcel 2 as shaded and legally described by the words "Hereby Opened" 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 opened to vehicular traffic as the same is intended for public use and the public interest will be subserved by such opening.

SECTION 2. The Opening to Vehicular Traffic herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Department of Transportation Division of Engineering shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with the full-sized corresponding plat as approved by the Chicago Department of Transportation's Acting Superintendent of Maps and Plats.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication. The opening shall take effect upon its recording.

Opening Approved:

(Signed) Thomas Carney  
Acting Commissioner,  
Department of Transportation

Approved as to Form and Legality:

(Signed) Arthur Dolinsky  
Senior Counsel

Introduced By:

(Signed) Byron Sigcho-Lopez  
Alderman, 25<sup>th</sup> Ward

[Exhibit "A" referred to in this ordinance printed  
on pages 7832 through 7834 of this *Journal*.]



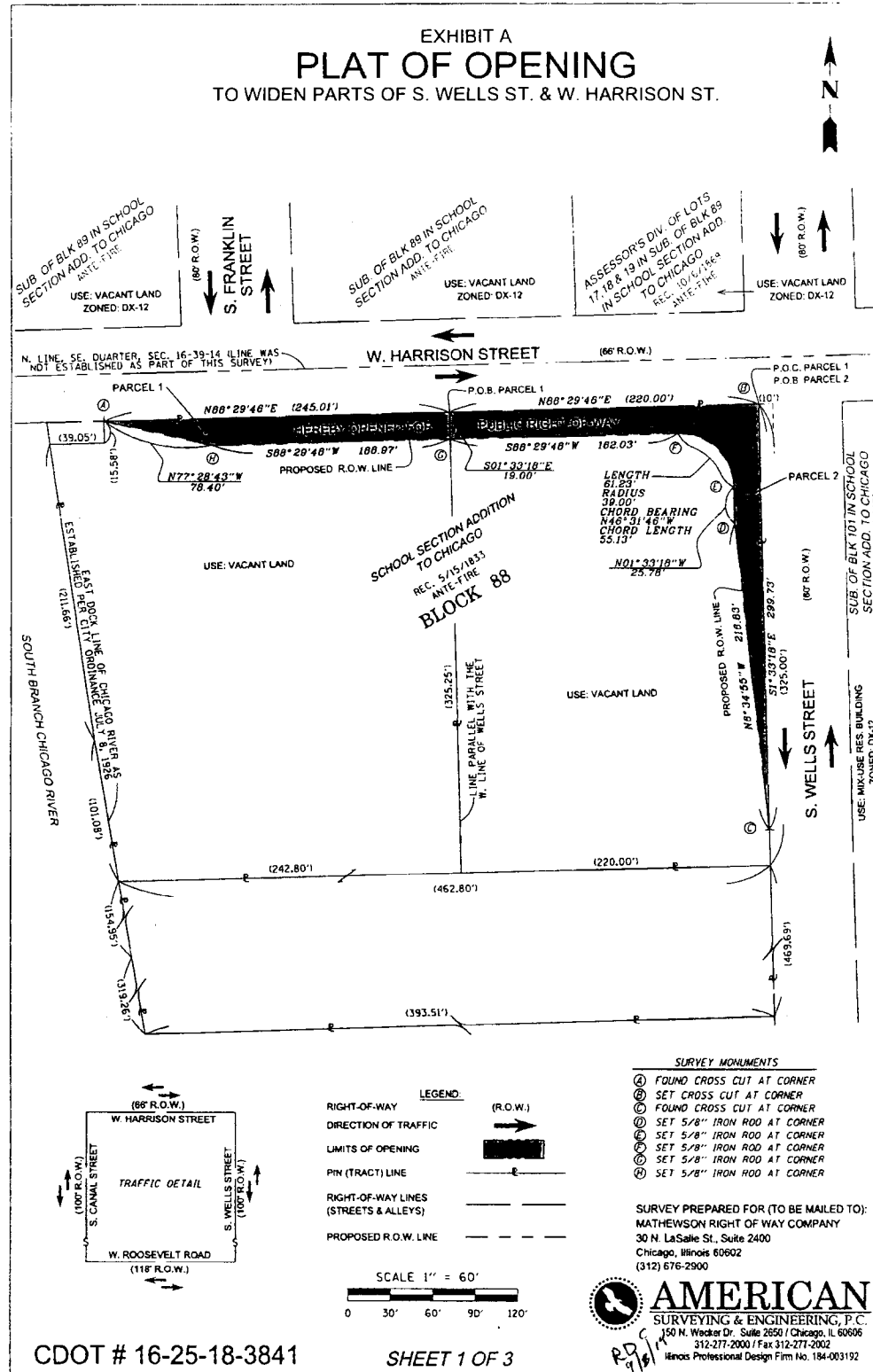




EXHIBIT A  
**PLAT OF OPENING**  
 TO WIDEN PARTS OF S. WELLS ST. & W. HARRISON ST.

## LEGAL DESCRIPTION PARCEL 1:

THAT PART OF BLOCK 88 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, ALL TAKEN AS ONE TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF W. HARRISON STREET WITH THE WEST LINE OF S. WELLS STREET, SAID POINT BEING 10.00 FEET WEST OF THE NORTHEAST CORNER OF BLOCK 88; THENCE SOUTH 88 DEGREES 29 MINUTES 46 SECONDS WEST ALONG SAID SOUTH LINE OF W. HARRISON STREET A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 33 MINUTES 18 SECONDS EAST 19.00 FEET TO A LINE PARALLEL WITH AND 19.00 FEET SOUTH OF SAID SOUTH LINE OF W. HARRISON STREET; THENCE SOUTH 88 DEGREES 29 MINUTES 46 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 168.97 FEET; THENCE NORTH 77 DEGREES 28 MINUTES 43 SECONDS WEST A DISTANCE OF 78.40 FEET TO A POINT ON SAID SOUTH LINE OF W. HARRISON STREET, SAID POINT BEING 475.01 FEET WEST FROM THE NORTHEAST CORNER OF SAID BLOCK 88; THENCE NORTH 88 DEGREES 29 MINUTES 46 SECONDS EAST A DISTANCE OF 245.01 FEET ALONG SAID SOUTH LINE OF W. HARRISON STREET TO THE POINT OF BEGINNING;

## LEGAL DESCRIPTION PARCEL 2:

THAT PART OF BLOCK 88 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, ALL TAKEN AS ONE TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF W. HARRISON STREET WITH THE WEST LINE OF S. WELLS STREET, SAID POINT BEING 10.00 FEET WEST OF THE NORTHEAST CORNER OF BLOCK 88 AFORESAID; THENCE SOUTH 01 DEGREE 33 MINUTES 18 SECONDS EAST ALONG SAID WEST LINE OF S. WELLS STREET A DISTANCE OF 299.73 FEET; THENCE NORTH 06 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 216.83 FEET TO A LINE PARALLEL AND 19.00 FEET WEST OF THE AFORESAID WEST LINE OF S. WELLS STREET; THENCE NORTH 01 DEGREE 33 MINUTES 18 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 25.78 FEET; THENCE NORTHWESTERLY A DISTANCE OF 61.23 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 39.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 46 DEGREES 31 MINUTES 46 SECONDS WEST, 55.13 FEET TO A LINE PARALLEL AND 19.00 FEET SOUTH OF SAID SOUTH LINE OF W. HARRISON STREET; THENCE SOUTH 88 DEGREES 29 MINUTES 46 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 162.03 FEET TO A LINE PARALLEL AND DISTANT 220.00 FEET FROM SAID WEST LINE OF S. WELLS STREET AS MEASURED ALONG SAID SOUTH LINE OF W. HARRISON STREET; THENCE NORTH 01 DEGREE 33 MINUTES 18 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 19.00 FEET TO THE SOUTH LINE OF THE AFORESAID SOUTH LINE OF W. HARRISON STREET; THENCE NORTH 88 DEGREES 29 MINUTES 46 SECONDS EAST ALONG SAID SOUTH LINE OF W. HARRISON STREET A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO.	OWNER	PERMANENT INDEX NUMBER	PARCEL AREA
1	CITY OF CHICAGO, A MUNICIPAL CORP.	17-16-401-DOB (PT)	0.090 ACRES OR 3933 SQUARE FEET, MORE OR LESS
2	CITY OF CHICAGO, A MUNICIPAL CORP.	17-16-401-D10 (PT)	0.179 ACRES OR 7788 SQUARE FEET, MORE OR LESS
			TOTAL AREA
			0.269 ACRE OR 11,721 SQUARE FEET, MORE OR LESS.

## SURVEYOR'S NOTES:

BEARINGS ARE REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983 (2011).

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.

DIMENSIONS INDICATED AS SUCH:  
 123.45' MEASURED OR CALCULATED DIMENSION  
 123.45' RECORD OR DEED DIMENSION

ZONED: PD-1298 & DX-7

FIELD WORK COMPLETED DECEMBER 15, 2017.

STATE OF ILLINOIS )  
 COUNTY OF COOK )

THIS IS TO CERTIFY THAT I, COVENTINE FIDIS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSES OF OPENING THE SAME FOR PUBLIC RIGHT-OF-WAY, THAT THE PLAT DRAWN HEREON IS A TRUE REPRESENTATION OF SAID SURVEY, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
 DATED AT CHICAGO, ILLINOIS THIS 26th. DAY OF MAY, 2019 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2159  
 LICENSE EXPIRATION DATE: 11/30/2020





EXHIBIT A  
**PLAT OF OPENING**  
 TO WIDEN PARTS OF S. WELLS ST. & W. HARRISON ST.

COOK COUNTY

DEPT. OF FINANCE

C.D.O.T.

STATE OF ILLINOIS ) ss  
 COUNTY OF COOK )

THE CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE SURVEYED AND OPENED FOR PUBLIC RIGHT OF WAY USE. IN WITNESS WHEREOF SAID DEPARTMENT OF PLANNING AND DEVELOPMENT HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICIAL, ON ITS BEHALF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_.

BY: \_\_\_\_\_  
 NAME (PRINTED)

\_\_\_\_\_  
 COMMISSIONER (SIGNED)

STATE OF ILLINOIS ) ss  
 COUNTY OF COOK )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ IS/ARE PERSONALLY KNOWN TO ME TO BE AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT (S)HE/THEY SIGNED AND DELIVERED THE PLAT AS HER/HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, A.D., 20\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

REVISED -
REVISED -
REVISED -
REVISED -

CDOT # 16-25-18-3841

SHEET 3 OF 3



**AMERICAN**  
 SURVEYING & ENGINEERING P.C.  
 154 N. Wacker Dr. Suite 2850 / Chicago, IL 60606  
 312-277-2000 / Fax 312-277-2002  
 Illinois Professional Design Firm No. 184-003192



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, October 16, 2019.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of 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 September 18 and October 10, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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):

*Hebru J. Brantley.*

[O2019-7795]

*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 Hebru J. Brantley, owner of the property at 1601 South Morgan Street, Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1601 South Morgan Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Clark 6001 LLC/Michael H. Rose.*

[O2019-7144]

*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 Michael H. Rose of Clark 6001 LLC, property manager of 6001 North Clark Street, 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 from and after its passage and publication.

---

*Dominguez Truck Repair.*

[O2019-7159]

*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



Dominguez Truck Repair of 4056 West 54<sup>th</sup> Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address with the stipulation of no exiting from the alley onto West 53<sup>rd</sup> Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Heba's Finer Foods/Mohammad Akhras.*

[O2019-7148]

*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 Mohammad Akhras, Heba's Finer Foods, 1924 East 87<sup>th</sup> Street, 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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*Insite Real Estate LLC.*

[O2019-7154]

*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 Insite Real Estate LLC, Chicago, Illinois (4644 -- 4658 South Drexel Boulevard) LLC, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress from 4644 -- 4658 South Drexel Boulevard.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.



*JTM Auto LLC.*

[O2019-7162]

*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 JTM Auto LLC of 354 South Cicero Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities located at premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Kitchen United LLC.*

[O2019-7150]

*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 Kitchen United LLC, 201 North Elizabeth 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.

---

*Guillermo Meza.*

[O2019-7136]

*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 Guillermo Meza, 2678 West Washington Boulevard, Chicago, Illinois 60612, from the



provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Montrose Deli, Inc.*

[O2019-7132]

*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 Montrose Deli, Inc., 5407 -- 5411 West Montrose 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.

---

*Palmer Park LLC.*

[O2019-7137]

*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 Palmer Park LLC of 3228 West Palmer Street 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 upon its passage and publication.



*Pro Motors.*

[O2019-6904]

*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 Pro Motors from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4837 North Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*R+A Design LLC, Doing Business As Unison Home.*

[O2019-7140]

*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 R+A Design LLC, doing business as Unison Home, 5480 North Elston Avenue, Chicago, Illinois 60630, 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 upon its passage and publication.

---

*RDLD Build 1425 Fullerton LLC.*

[O2019-6833]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt



RDLD Build 1425 Fullerton LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 1425 West Fullerton Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

---

*Skyfall Owner LLC.*

[O2019-7134]

*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 Skyfall Owner LLC, 1020 North Elston Avenue, Chicago, Illinois 60642, 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.

---

*133 Ashland Land LLC.*

[O2019-7167]

*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 133 Ashland Land LLC of 133 South Ashland Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities located at premises address.



SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*2501 North Southport LLC.*

[O2019-7129]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 2501 North Southport LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 2501 -- 2503 North Southport Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

---

EXEMPTION OF 2910 WEST MONTROSE LLC FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGE IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

[O2019-7174]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 authorizing and directing the Department of Transportation to exempt 2910 West Montrose LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to



the parking facilities located at 2924 West Montrose Avenue. This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
Chairman.

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappelman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-435 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt 2910 West Montrose LLC of 1218 West Fletcher Street, Chicago, Illinois 60657, from the Municipal Code provisions prohibiting alley access to any parking lot or garage if the capacity of that lot or garage is in excess of six spaces for the premises address located at 2924 West Montrose Avenue/4405 North Richmond Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.



STANDARDIZATION OF W. BELMONT AVE., BETWEEN N. CENTRAL PARK AVE. AND N. LAWNDAL AVE., TO BE KNOWN AS "HONORARY JOHN NOVI WAY".

[O2019-6780]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 16, 2019.

*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 authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Belmont Avenue, between North Central Park Avenue and North Lawndale Avenue, to be known as "Honorary John Novi Way". This ordinance was referred to the committee on September 18, 2019.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



The following is said ordinance as passed:

WHEREAS, John Novi was born on May 18, 1935 in Salerno, Italy and was called to eternal life by the wisdom of God on June 6, 2018 at the age of 83; and

WHEREAS, Married on August 31, 1959 in Salerno, Italy, John Novi was the beloved husband of Rosaria Novi (nee Gavarretti). He was the loving father of Maria Novi-Hammer, John, Jr. (Effie) and the late Santina "Tina" Novi, and the proud grandfather of Alissa and Shane Mones, Joseph Hammer, IV, and Katia and John Novi, III; and

WHEREAS, John Novi immigrated to the United States from Italy in 1958. He settled in Chicago, and in 1964, established the Cosmat Insurance Agency at 3601 West Belmont Avenue; and

WHEREAS, For the past 55 years, John Novi was a pillar in his community, assisting the neighborhood residents with insurance needs, and employing numerous residents over the past five decades; and

WHEREAS, John Novi was a selfless man who often helped people in the neighborhood even with unrelated insurance needs. He was a big supporter of the Chicago Police Department and the Fraternal Order of Police, along with a plethora of other community enhancing organizations in the Chicagoland area; and

WHEREAS, John Novi owned the property at West Belmont Avenue and North Central Park Avenue. While running his business out of its storefront, he provided housing for the building's residents above. He always maintained a great relationship with his long-term tenants and is missed by them each and every day; and

WHEREAS, Keeping John Novi's legacy alive, his son John Novi, Jr. and grandson, John Novi III, are continuing to provide insurance solutions and needs for those in the community; now therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of West Belmont Avenue, between North Central Park Avenue and North Lawndale Avenue, as "Honorary John Novi Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.



**COMMITTEE ON ZONING, LANDMARKS  
AND BUILDING STANDARDS.**

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**APPOINTMENT OF MAURICE COX AS COMMISSIONER OF PLANNING AND  
DEVELOPMENT.**

(MA-1920)

[A2019-73]

(Committee Meeting Held October 15, 2019 At 2:00 P.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 2:00 P.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Maurice Cox as Commissioner of Planning and Development.

Page 1 also contains the appointment of Guacolda Reyes as a member of the Chicago Plan Commission.

Page 1 further contains the appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks.

Page 1 further contains an amendment of Municipal Code Section 2-120-600 regarding Chicago Landmark Commission membership.

Page 1 further contains an amendment of Municipal Code Title 17 regarding cannabis-related activities.

Page 1 further contains an amendment of Municipal Code Chapters 17-10 and 17-17 by adding new Sections 17-10-1011 and 17-17-0251.5 concerning electric vehicles and electric vehicle supply.



Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 4<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 27<sup>th</sup>, 35<sup>th</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup> and 46<sup>th</sup> Wards.

I hereby move for approval of the appointment of Maurice Cox as Commissioner of Planning and Development.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, seconded by Aldermen La Spata, Dowell, Hairston, Mitchell, Beale, Cárdenas, Moore, Rodriguez, Scott, Maldonado, Burnett, Reboyras, Waguespack, Ramirez-Rosa, Mitts, Smith, Gardiner and Osterman, the committee's recommendation was *Concurred In* and the said proposed appointment of Maurice Cox as Commissioner of Planning and Development was *Approved* by a voice vote.

At this point in the proceedings, the Honorable Lori Lightfoot, Mayor, rose and extended congratulations to Maurice Cox on his confirmation as Commissioner of the Department of Planning and Development. Mayor Lightfoot also thanked the members of the City Council for their support to bring economic development to areas that have been overlooked for decades and in particular to communities of color on the West and South Sides of Chicago. Lauding Maurice Cox for his wealth of knowledge and experience in urban development initiatives that address the fundamental needs of every neighborhood while ensuring that equity is at the foundation of those decisions, Mayor Lightfoot spoke of his leadership in creating a new, resident-centered planning and development department for the City of Detroit that led the city's revitalization through innovative urban planning strategies that championed the equitable redevelopment of neighborhoods; his commitment as an educator at Syracuse University, the University of Virginia, Harvard University's Graduate School of Design and as Associate Dean for Community Engagement at Tulane University; and his public service as Mayor of Virginia, Director of the Tulane City Center in New Orleans in addition to various other key roles in Charlottesville, including Chair of Housing and Development Authority Commission, Chair of Metropolitan Transportation Planning Organization, and Chair of the Mayor's Taskforce on Urban Housing Policy. Recognizing the Department of Planning and Development's vital role in promoting the comprehensive growth and sustainability of Chicago and its neighborhoods, overseeing the City's zoning and land-use policies, and encouraging business and real estate development, historic preservation, accessible waterfronts, walkable neighborhoods, and much more, Mayor Lightfoot declared her confidence in Mr. Maurice Cox to meet the challenges that lay ahead and the important mission of strengthening the quality of life for residents in every community as a true advocate for equitable city-wide development.



APPOINTMENT OF GUACOLDA E. REYES AS MEMBER OF CHICAGO PLAN  
COMMISSION.

(MA-1914)

[A2019-63]

(Committee Meeting Held October 15, 2019 At 2:00 P.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 2:00 P.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Maurice Cox as Commissioner of Planning and Development.

Page 1 also contains the appointment of Guacolda Reyes as a member of the Chicago Plan Commission.

Page 1 further contains the appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks.

Page 1 further contains an amendment of Municipal Code Section 2-120-600 regarding Chicago Landmark Commission membership.

Page 1 further contains an amendment of Municipal Code Title 17 regarding cannabis-related activities.

Page 1 further contains an amendment of Municipal Code Chapters 17-10 and 17-17 by adding new Sections 17-10-1011 and 17-17-0251.5 concerning electric vehicles and electric vehicle supply.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 4<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 27<sup>th</sup>, 35<sup>th</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup> and 46<sup>th</sup> Wards.

I hereby move for approval of the appointment of Guacolda E. Reyes as a member of the Chicago Plan Commission.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
Chairman.



On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed appointment of Guacolda E. Reyes as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- Alderman Lopez -- 1.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

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APPOINTMENT OF PAOLA AGUIRRE SERRANO AS MEMBER OF COMMISSION  
ON CHICAGO LANDMARKS.

(MA-1922)

[A2019-71]

(Committee Meeting Held October 15, 2019 At 2:00 P.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 2:00 P.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Maurice Cox as Commissioner of Planning and Development.



Page 1 also contains the appointment of Guacolda Reyes as a member of the Chicago Plan Commission.

Page 1 further contains the appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks.

Page 1 further contains an amendment of Municipal Code Section 2-120-600 regarding Chicago Landmark Commission membership.

Page 1 further contains an amendment of Municipal Code Title 17 regarding cannabis-related activities.

Page 1 further contains an amendment of Municipal Code Chapters 17-10 and 17-17 by adding new Sections 17-10-1011 and 17-17-0251.5 concerning electric vehicles and electric vehicle supply.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 4<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 27<sup>th</sup>, 35<sup>th</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup> and 46<sup>th</sup> Wards.

I hereby move for approval of the appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



APPOINTMENT OF TIARA L. HUGHES AS MEMBER OF COMMISSION ON CHICAGO LANDMARKS.

(MA-1923)

[A2019-72]

(Committee Meeting Held October 15, 2019 At 10:00 A.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 10:00 A.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Tiara L. Hughes as a member of the Commission on Chicago Landmarks.

Pages 1 through 13 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 17<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 30<sup>th</sup>, 31<sup>st</sup>, 32<sup>nd</sup>, 34<sup>th</sup>, 35<sup>th</sup>, 36<sup>th</sup>, 37<sup>th</sup>, 38<sup>th</sup>, 40<sup>th</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup>, 48<sup>th</sup>, and 50<sup>th</sup> Wards.

I hereby move for approval of the appointment of Tiara L. Hughes as a member of the Commission on Chicago Landmarks.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed appointment of Tiara L. Hughes as a member of the Commission on Chicago Landmarks was *Approved* by yeas and nays as follows:



Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappelman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

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AMENDMENT OF SECTION 2-120-600 OF MUNICIPAL CODE REGARDING  
REPLACEMENT OF MEMBERS OF COMMISSION OF CHICAGO LANDMARKS.  
(MA-1919)

[O2019-6915]

(Committee Meeting Held October 15, 2019 At 2:00 P.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 2:00 P.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Maurice Cox as Commissioner of Planning and Development.

Page 1 also contains the appointment of Guacolda Reyes as a member of the Chicago Plan Commission.



Page 1 further contains the appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks.

Page 1 further contains an amendment of Municipal Code Section 2-120-600 regarding Chicago Landmark Commission membership.

Page 1 further contains an amendment of Municipal Code Title 17 regarding cannabis-related activities.

Page 1 further contains an amendment of Municipal Code Chapters 17-10 and 17-17 by adding new Sections 17-10-1011 and 17-17-0251.5 concerning electric vehicles and electric vehicle supply.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 4<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 27<sup>th</sup>, 35<sup>th</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup> and 46<sup>th</sup> Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson 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 2-120-600 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

**2-120-600 Commission Membership And Meetings.**

A majority of the members of the commission shall constitute a quorum. The commission shall meet on the call of the chairman or of four of its members. The term of each member shall be for four years and until a successor is appointed. ~~No more than four members shall be replaced in a one-year period.~~ Commission members shall be selected from professionals in the disciplines of history, architecture, historic architecture, planning, archaeology, real estate, historic preservation or related fields, or shall be persons who have demonstrated special interest, knowledge, or experience in architecture, history, neighborhood preservation, or related disciplines.

SECTION 2. This ordinance shall be in full force and effect following due passage and approval.

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**AMENDMENT OF TITLE 17 OF MUNICIPAL CODE REGARDING CANNABIS-RELATED ACTIVITIES AND ZONING MATTERS.**

(As Amended)

[SO2019-6926]

(Committee Meeting Held October 15, 2019 At 2:00 P.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 2:00 P.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Maurice Cox as Commissioner of Planning and Development.



Page 1 also contains the appointment of Guacolda Reyes as a member of the Chicago Plan Commission.

Page 1 further contains the appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks.

Page 1 further contains an amendment of Municipal Code Section 2-120-600 regarding Chicago Landmark Commission membership.

Page 1 further contains an amendment of Municipal Code Title 17 regarding cannabis-related activities.

Page 1 further contains an amendment of Municipal Code Chapters 17-10 and 17-17 by adding new Sections 17-10-1011 and 17-17-0251.5 concerning electric vehicles and electric vehicle supply.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 4<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 27<sup>th</sup>, 35<sup>th</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup> and 46<sup>th</sup> Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, Sawyer, Mitchell, Harris, Sadlowski Garza, Thompson, Cárdenas, Burke, Coleman, Curtis, O'Shea, Rodriguez, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 40.

*Nays* -- Aldermen King, Hairston, Beale, Quinn, Lopez, Moore, Taylor, Brookins, Tabares, Napolitano -- 10.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:



**SECTION 1.** Section 17-3-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

**17-3-0207 Use Table and Standards.**

USE GROUP		Zoning Districts						Use Standard	Parking Standard
Use Category		B1	B2	B3	C1	C2	C3		
	Specific Use Type								
P = permitted by right S = special use approval required PD = planned development approval required - = not allowed									
(Omitted part of this table is unaffected by this ordinance)									
OTHER									
(Omitted part of this table is unaffected by this ordinance)									
AAA. Medical-Cannabis Business Establishments									
1.	Cultivation Center	-	-	-	-	-	-		
1.2.	Adult Use Cannabis Dispensary/Dispensing Organization	-	-	-	-	S	S	17-9-0129	17-10-0207-M
2.	Medical Cannabis Dispensary	-	-	-	-	S	S	17-9-0129	17-10-0207-M
3.	On-Site Cannabis Consumption	-	-	-	-	S	S	17-9-0129	17-10-0207-M
4.	Cannabis Craft Grower	-	-	-	-	S	S	17-9-0129	17-10-0207-M
5.	Cannabis Infuser	-	-	-	-	S	S	17-9-0129	17-10-0207-M
6.	Cannabis Processor	-	-	-	-	S	S	17-9-0129	17-10-0207-M
(Omitted part of this table is unaffected by this ordinance)									

**SECTION 2.** Section 17-4-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

**17-4-0207 Use Table and Standards.**

USE GROUP		Zoning Districts				Use Standard	Parking Standard
Use Category		DC	DX	DR	DS		
	Specific Use Type						
P = permitted by right S = special use approval required PD = planned development approval required - = not allowed							
(Omitted part of this table is unaffected by this ordinance)							
OTHER							
(Omitted part of this table is unaffected by this ordinance)							
AAA. Medical-Cannabis Business Establishments							
1.	Cultivation Center	-	-	-	-		
1.2.	Adult Use Cannabis Dispensary/Dispensing Organization	S	S	-	-	17-9-0129	17-10-02087-M



2.	Medical Cannabis Dispensary	\$	\$	-	-	17-9-0129	17-10-0208
3.	On-Site Cannabis Consumption	\$	\$	-	-	17-9-0129	17-10-0208
4.	Cannabis Craft Grower	\$	\$	-	-	17-9-0129	17-10-0208
5.	Cannabis Infuser	\$	\$	-	-	17-9-0129	17-10-0208
6.	Cannabis Processor	\$	\$	-	-	17-9-0129	17-10-0208
(Omitted part of this table is unaffected by this ordinance)							

**SECTION 3.** Section 17-5-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

**17-5-0207 Use Table and Standards.**

USE GROUP		Zoning Districts			Use Standard	Parking Standard
Use Category		M1	M2	M3		
	Specific Use Type					
P = permitted by right   S = special use approval required   PD = planned development approval required   - = not allowed						
(Omitted part of this table is unaffected by this ordinance)						
<b>OTHER</b>						
(Omitted part of this table is unaffected by this ordinance)						
<b>LL. Medical-Cannabis Business Establishments</b>						
1.	Cannabis Cultivation Center	-	S	S	17-9-0129	17-10-0207-U
2.	Dispensing Organization	-	-	-		
2.	Cannabis Craft Grower	-	S	S	17-9-0129	17-10-0207-U
3.	Cannabis Infuser	-	S	S	17-9-0129	17-10-0207-U
4.	Cannabis Processor	-	S	S	17-9-0129	17-10-0207-U
(Omitted part of this table is unaffected by this ordinance)						

**SECTION 4.** Section 17-6-0400 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck-through language and by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

**17-6-0403-F Use Table and Standards.**

17-6-0403-F Use Table and Standards.																				
USE GROUP		PMD (Planned Manufacturing District)																Use Standard		
Use Category		No. 2	No. 3	No. 4		No. 5	No. 6	No. 7		No. 8		No. 9	No. 10	No. 11		No. 12	No. 13		No. 14	No. 15
				A	B			A	B	A	B			A	B					
P = permitted by right    S = special use approval required    PD = planned development approval required    - = not allowed																				
(Omitted part of this table is unaffected by this ordinance)																				
OTHER																				



NN. Medical-Cannabis Business Establishments																			
1.	Cannabis Cultivation Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	17-9-0129
2.	Dispensing Organization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.	Cannabis Craft Grower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	17-9-0129
3.	Cannabis Infuser	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	17-9-0129
4.	Cannabis Processor	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	17-9-0129
(Omitted part of this table is unaffected by this ordinance)																			

**SECTION 5.** Section 17-7-0100 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

#### **17-7-0560 Cannabis Zone Districts**

**17-7-0561 Purpose.** Provide for distribution throughout the City of *adult use cannabis dispensaries*, excluding an area in and around the central business district which, because of its unique character, configuration and intensive pedestrian, tourism and entertainment related traffic, presents a higher level of congestion, public safety, and security concerns. The area in which *adult use cannabis dispensaries* are prohibited is bounded by the parcels adjacent to the north side of Division Street to the north, Lake Michigan to the east, the parcels adjacent to the south side of Van Buren Street to the south, the South Branch of the Chicago River to the west and the parcels adjacent to the west side of State Street to the west when north of the Main Branch of the Chicago River. The areas described in Section 17-7-0562 of this Code define the Cannabis Zone Districts in which *adult use cannabis dispensaries* may be established.

**17-7-0562 Boundaries.** The Cannabis Zone Districts are defined and identified, as follows:

North District is bounded by the city limits to the north, Lake Michigan to the east, Division Street to the south and Interstates 90/94 and 94 to the west; provided, however, *adult use cannabis dispensaries* shall not be allowed within the parcels adjacent to the north side of Division Street.



Central District is bounded by Division Street to the north, Lake Michigan to the east, Interstate 55 to the south (and extended east to Lake Michigan) and Interstates 90/94 to the west; provided, however, *adult use cannabis dispensaries* shall not be allowed within the area bounded by the parcels adjacent to the south side of Division Street to the north, Lake Michigan to the east, the parcels adjacent to the south side of Van Buren Street to the south, the South Branch of the Chicago River to the west and the parcels adjacent to the west side of State Street to the west when north of the Main Branch of the Chicago River.

Southeast District is bounded by Interstate 55 to the north (and extended east to Lake Michigan), Lake Michigan to the east, 87<sup>th</sup> Street to the south and Interstates 90/94 and 94 to the west.

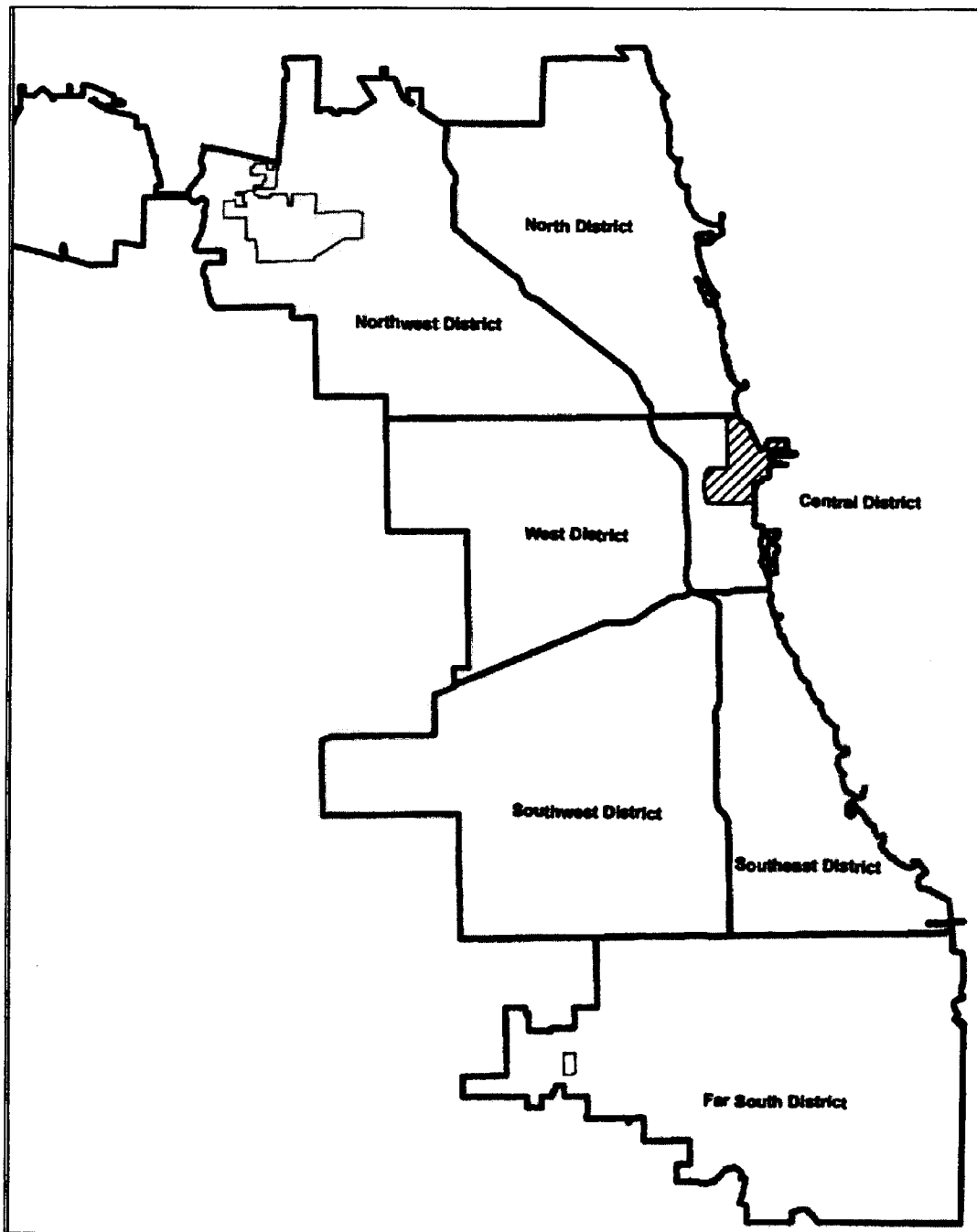
Far South District is bounded by 87<sup>th</sup> Street to the north, Lake Michigan to the east and the city limits to the south and west.

Southwest District is bounded by Interstate 55 to the north, Interstates 90/94 and 94 to the east, 87<sup>th</sup> Street to the south and the city limits to the west.

West District is bounded by Division Street to the north, Interstates 90/94 to the east, Interstate 55 to the south and the city limits to the west.

Northwest District is bounded by the city limits to the north, Interstates 90/94 and 94 to the east, Division Street to the south and the city limits to the west.



Figure 17-7-0560

□ Cannabis Zone District boundaries  
▨



Adult Use Cannabis Dispensary exclusion zone

(note: this map is provided for illustrative purpose only; Cannabis Zone District and Adult Use Cannabis Dispensary exclusion zone boundaries may be amended only through text amendment procedures)

*(Omitted text is unaffected by this ordinance)*

**SECTION 6.** Section 17-9-0100 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

**17-9-0129 ~~Medical Cannabis Dispensing Organizations and Cultivation Centers~~Cannabis Business Establishments.** ~~Medical cannabis dispensing organizations and cultivation centers~~ Cannabis business establishments shall comply with the following standards:

~~1. Medical cannabis dispensing organizations and cultivation centers shall not be located in any building, or other structure, that contains a dwelling unit.~~

~~2. Medical cannabis dispensing organizations and cultivation centers the services of an Illinois licensed private security agency or an Illinois licensed private security contractor and an Illinois licensed private security contractor shall be present at medical cannabis dispensing organizations and cultivation centers at all times that they are open to the public, qualifying patients, or designated caregivers.~~

~~3. The loading and unloading of any cannabis or cannabis-infused products shall be conducted under the supervision of an Illinois licensed private security contractor.~~

~~4. Medical cannabis dispensing organizations and cultivation centers shall not be maintained or operated in a manner that causes, creates, or allows the public viewing of any cannabis, cannabis-infused products, cannabis paraphernalia or similar products from any sidewalk, or public or private right-of-way.~~

1. Cannabis craft growers may be allowed to conduct retail sales of cannabis products produced on-site only if such retail sales are reviewed and approved as a special use by the Zoning Board of Appeals. Such retail sales shall not exceed 20% of total floor area or 3,000 square feet, whichever is less, subject to the State of Illinois' Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) and the State of Illinois' Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.), as well as any state administrative rule promulgated pursuant to these acts. The applicant for such proposed retail sales of cannabis products shall also hold a community meeting, pursuant to Section 17-13-0905-G.

2. The same site location of one adult use cannabis dispensary is permitted by-right at any location where a medical cannabis dispensary has been established on or before June 25, 2019. Prior to December 31, 2019, such medical cannabis dispensary



operator shall send written notice by USPS first class mail to the *property owner* of the subject property and to all *property owners* within 250 feet of the property lines of the subject property stating that as of January 1, 2020, such *medical cannabis dispensary* is authorized to sell adult use cannabis at that location. Such *medical cannabis dispensary* operator shall furnish a complete list of the names and last known addresses of the persons provided with such written notice as well as a written affidavit certifying compliance with such written notice to the Chairman of the Zoning Board of Appeals on or before December 31, 2019, in a form prescribed by the Commissioner of the Department of Planning and Development. No *medical cannabis dispensary* shall commence dispensing adult use cannabis in its *medical cannabis dispensary* site without complying with the notice requirement provided in this Section.

3. An *adult use cannabis dispensary* shall be located no closer than 500 feet from any *school*; such distance shall be measured on a straight line from the nearest property line of the *school* to the nearest property line of the lot to be occupied by the *adult use cannabis dispensary*.

4. On or after January 1, 2020, no more than seven *adult use cannabis dispensary special uses* may be established in each district identified on the Cannabis Zone Districts map (Figure 17-7-0560) and in Section 17-7-0562 of this Code. On or after May 1, 2020, the number of *adult use cannabis dispensary special uses* may be increased to no more than 14 in any Cannabis Zone District. On or after January 1, 2021, the Commissioner of the Department of Planning and Development is authorized to present to the City Council recommendations for adjustments to the boundaries and terms of the *adult use cannabis dispensary* exclusion zone specified in Section 17-7-0561, the boundaries of the Cannabis Zone Districts or the number of *adult use cannabis dispensary special uses*. Before making such recommendations, the Commissioner shall conduct a land use impact evaluation study which must assess: (i) the boundaries and terms of the *adult use cannabis dispensary* exclusion zone; (ii) the boundaries of the Cannabis Zone Districts; and, (iii) the impact of *adult use cannabis dispensaries* on the neighborhood adjacent to such uses through the evaluation of relevant social, economic and demographic information, including, but not limited to, population, crime, property values, traffic patterns, tourism and commerce. The Commissioner shall post such land use impact evaluation study on the Department's publicly accessible website. Same site located *adult use cannabis dispensaries* established pursuant to Section 17-9-0129.3 of this Code, or the retail sales of cannabis products established pursuant to Section 17-9-0129.2 of this Code, shall be included in counting towards the caps provided in this Section.

5. A *cannabis infuser* or *cannabis processor* may share enclosed facilities with cannabis craft growing, processing or dispensing organizations, provided all cannabis and currency is separately stored and secured.

6. No *cannabis business establishment* which requires a *special use* may operate in any *planned development* prior to such use being reviewed and approved as a *special use* by the Zoning Board of Appeals.



*(Omitted text is unaffected by this ordinance)*

**SECTION 7.** Section 17-10-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

**17-10-0200 Off-street parking ratios.**

*(Omitted text is unaffected by this ordinance)*

District	Minimum Automobile Parking Ratio (per unit or gross floor area)	Minimum Bike Parking
<i>(Omitted part of this table is not affected by this ordinance)</i>		
17-10-0207-M Parking Group M. (Retail, Body Art, Eating and Drinking Establishments, Food and Beverage Sales, Participant Sports and Recreation, Fortune Telling, Personal Service, Auto Supply/Accessory Sales, Artist Work or Sales Space, Copying and Reproduction, or <u>Cannabis Business Establishments</u> <del>Medical Cannabis Cultivation Center and Dispensing Organization</del> )		
<i>(Omitted part of this table is not affected by this ordinance)</i>		

**SECTION 8.** Section 17-13-0900 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

**17-13-0905-G Community Meeting.** Before a public hearing is held by the Zoning Board of Appeals, as provided for in Section 17-13-0904, to consider a special use application for a cannabis business establishment, the applicant must hold at least one community meeting in the ward in which the cannabis business establishment is proposed to be located for the purpose of explaining the proposal and soliciting comments on it. Such community meeting must be held no later than two weeks prior to the date of the anticipated special use hearing before the Zoning Board of Appeals; notice for such community meeting must be issued, pursuant to this Section, no later than two weeks prior to such community meeting. The applicant must notify the Chairman of the Zoning Board of Appeals and the Alderman of the ward in which the cannabis business establishment is proposed to be located in writing of the time, place and purpose of the community meeting. The applicant must publish notice of the community meeting in a newspaper of general circulation within the ward and the applicant must send written notice by USPS first class mail to the property owner of the subject property and to all property owners within 250 feet of the property lines of the subject property. Such applicant shall furnish a complete list of the names and last known addresses of the persons provided with such written notice as well as a written affidavit certifying compliance with such written notice to the Chairman of the Zoning Board of Appeals on or before the public hearing is held by the Zoning Board of Appeals, in a form prescribed by the Commissioner of the Department of Planning and



Development. No *special use* application for a *cannabis business establishment* may be approved unless the Zoning Board of Appeals finds that the *special use* criteria of this Section has been satisfied.

*(Omitted text is unaffected by this ordinance)*

**SECTION 9.** Section 17-14-0300 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*

**17-14-0303-F** In order to further the purpose stated in Section 17-7-0561 of this Code, the Chairman of the Zoning Board of Appeals is authorized to conduct one or more lotteries to allocate the opportunity for *special use* applications for *adult use cannabis dispensaries* to be heard by the Zoning Board of Appeals. The Chairman of the Zoning Board of Appeals is authorized to promulgate rules for the implementation of this Section.

**17-14-0303-G** In addition to the requirements of Chapter 2-154 of this Code, the Chairman of the Zoning Board of Appeals may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to their associated application under consideration by the Zoning Board of Appeals.

**17-14-0303-H** Subject to applicable law, *cannabis business establishments* shall include, as a part of any *special use* application to the Zoning Board of Appeals, copies of all information submitted to the State of Illinois in application for a license to operate under the State of Illinois' Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) or the State of Illinois' Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.).

**17-14-0303-I** Upon the Office of the City Clerk receiving a legally sufficient petition that complies with Section 55-28 of the State of Illinois' Cannabis Regulation and Tax Act (410 ILCS 705/55-28) requesting the creation of a Restricted Cannabis Zone, as defined in said Section, for the prohibition of one or more types of *cannabis business establishments*, there shall be a 90-day stay of applicable prospective and pending *special use* applications, and all other associated proceedings, before the Zoning Board of Appeals.

*(Omitted text is unaffected by this ordinance)*

**SECTION 10.** Section 17-17-0100 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and by inserting the underscored language, as follows:

*(Omitted text is unaffected by this ordinance)*



**17-17-0106 Other Uses Group.** The Other Uses Group includes the following ~~two~~ Use Categories:

*(Omitted text is unaffected by this ordinance)*

**17-17-0106-B ~~0106-G~~ Coke & Coal Bulk Material.**

*(Omitted text is unaffected by this ordinance)*

**17-17-0106-C ~~0254.5~~ Firearms Dealer.**

*(Omitted text is unaffected by this ordinance)*

**17-17-0106-D ~~0406-H~~ Manganese-bearing material and related terms**

*(Omitted text is unaffected by this ordinance)*

**17-17-0106-E Cannabis Business Establishments**

1. Cannabis Business Establishments. A cannabis craft grower, cannabis cultivation center, adult use cannabis dispensary, medical cannabis dispensary, cannabis infuser or cannabis processor licensed by the State of Illinois' Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) or the State of Illinois' Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.) and administrative rules promulgated thereunder.

2. Cannabis Cultivation Center. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport or perform other necessary activities to provide cannabis and cannabis-infused products to cannabis business establishments.

3. Adult Use Cannabis Dispensary. A facility operated by a person who is registered by the Illinois Department of Financial and Professional Regulation to acquire adult use cannabis from cannabis business establishments for the purpose of dispensing cannabis pursuant to and in accordance with the State of Illinois' Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) and administrative rules promulgated thereunder.

4. Medical Cannabis Dispensary. A facility operated by a person who is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from cannabis cultivation centers, or, subject to applicable law, any cannabis business establishment, for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational material to registered qualifying patients. For purposes of this definition, "Qualified patient" has the meaning ascribed to that term in the State of Illinois' Compassionate Use of Medical Cannabis Program Act



(410 ILCS 130/1 et seq.).

5. On-site Consumption. Consumption of adult use or medical cannabis in or at a business establishment licensed by the City to allow on-site consumption of such cannabis.

6. Cannabis Craft Grower. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to perform necessary activities to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a registered cannabis dispensary or for use at a cannabis processing facility.

7. Cannabis Infuser. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product for sale at a registered cannabis dispensary.

8. Cannabis Processor. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product for sale at a registered cannabis dispensary.

*(Omitted text is unaffected by this ordinance)*

**SECTION 11.** Section 17-17-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language, as follows:

*(Omitted text is unaffected by this ordinance)*

~~**17-17-0296.5 Medical Cannabis Cultivation Center.** A facility operated by a person who is registered by the Illinois Department of Financial and Professional Regulation to perform necessary activities to provide only registered with usable medical cannabis.~~

~~**17-17-0296.7 Medical Cannabis Dispensing Organization.** A facility operated by a person who is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a medical cannabis cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational material to registered qualifying patients. For purposes of this definition, "Qualifying patient" has the meaning ascribed to that term in the Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/10.~~

*(Omitted text is unaffected by this ordinance)*

**SECTION 12.** This ordinance shall take effect upon its passage and approval.



AMENDMENT OF CHAPTERS 17-10 AND 17-17 OF MUNICIPAL CODE BY ADDING NEW SECTIONS 17-10-1011 AND 17-17-0251.5 CONCERNING ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS AT PARKING FACILITIES FOR NEW CONSTRUCTION OF MULTI-UNIT RESIDENTIAL BUILDINGS.

(TAD-586)

[SO2019-6934]

(Committee Meeting Held October 15, 2019 At 2:00 P.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 2:00 P.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Maurice Cox as Commissioner of Planning and Development.

Page 1 also contains the appointment of Guacolda Reyes as a member of the Chicago Plan Commission.

Page 1 further contains the appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks.

Page 1 further contains an amendment of Municipal Code Section 2-120-600 regarding Chicago Landmark Commission membership.

Page 1 further contains an amendment of Municipal Code Title 17 regarding cannabis-related activities.

Page 1 further contains an amendment of Municipal Code Chapters 17-10 and 17-17 by adding new Sections 17-10-1011 and 17-17-0251.5 concerning electric vehicles and electric vehicle supply.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 4<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 27<sup>th</sup>, 35<sup>th</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup> and 46<sup>th</sup> Wards.



I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson 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 municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The global electric vehicle stock surpassed 2 million cars in 2016, and is set to increase to over 3 million cars by 2021. The future is electric, and hundreds of thousands of electric vehicles will be delivered in the United States over the next few years; and

WHEREAS, It is critical to the City's continued economic growth and development that it takes steps to ensure that electric vehicle charging is available and convenient for the coming wave of owners embracing this sustainable technology; and

WHEREAS, Electric vehicle supply equipment and its infrastructure, which allow electric vehicle owners to charge their cars, are quickly becoming the most significant barriers to growth in this segment. Data shows that more than 80 percent of electric vehicle owners charge their cars at home or at work; and

WHEREAS, With equity in mind, the City intends to further study standards for the installation of electric vehicle supply equipment infrastructure for parking spaces in multi-unit residential buildings and non-residential developments; and



WHEREAS, To fully understand the impact of the environment and full costs, both direct and indirect, of providing electrical vehicle supply infrastructure, the City intends to actively consult with interested parties, including residents, electric utilities, manufacturers, commercial building and apartment owners, the building industry and non-governmental organizations specializing in accessibility, equity or the environment; and

WHEREAS, The accessibility of electric vehicle chargers in parking facilities at home and at work is critical, and the City's Municipal Code needs to be updated to address these needs; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The foregoing recitals are adopted and incorporated into and made a part of this ordinance.

SECTION 2. Section 17-17-0200 of the Municipal Code of Chicago is hereby amended by inserting a new Section 17-17-0251.5, as follows:

17-17-0251.5-A Electric Vehicle. Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery to propel the vehicle.

17-17-0251.5-B Electric Vehicle Supply Equipment. The equipment, as defined by the National Electrical Code and adopted in Section 14E-6-625 of the Municipal Code of Chicago, that includes the conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and an electric vehicle.

17-17-0251.5-C Electric Vehicle Supply Equipment Infrastructure. The equipment, as defined by the National Electrical Code and adopted in Section 14E-6-625 of the Municipal Code of Chicago, to support future electric vehicle charging. This shall include, but not be limited to: the design load placed on electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder/branch circuits, and the installation of raceways, both underground and surface mounted, to support electric vehicle supply equipment.

SECTION 3. Section 17-10-1000 of the Municipal Code of Chicago is hereby amended by inserting a new Section 17-10-1011, as follows:

17-10-1011 Electric Vehicle Equipment. This section shall apply to building permit applications for a new construction project that provides on-site parking as described in this section submitted after July 31, 2020.



17-10-1011-A. New construction of a multi-unit residential building consisting of twenty-four or more dwelling units where on-site parking is provided shall specify the installation of electric vehicle supply equipment infrastructure to support the installation or future installation of electric vehicle supply equipment for at least two parking spaces.

17-10-1011-B. New construction providing 50 or more on-site parking spaces to serve non-residential uses shall specify the installation of electric vehicle supply equipment infrastructure to support the installation or future installation of electric vehicle supply equipment for at least two parking spaces.

SECTION 4. This ordinance shall be in full force and effect upon passage and publication.

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## AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

(Committee Meeting Held October 15, 2019 At 10:00 A.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 10:00 A.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Tiara L. Hughes as a member of the Commission on Chicago Landmarks.

Pages 1 through 13 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 17<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 30<sup>th</sup>, 31<sup>st</sup>, 32<sup>nd</sup>, 34<sup>th</sup>, 35<sup>th</sup>, 36<sup>th</sup>, 37<sup>th</sup>, 38<sup>th</sup>, 40<sup>th</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup>, 48<sup>th</sup>, and 50<sup>th</sup> Wards.



I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 1-F.*

(As Amended)

(Application No. 20117)

(Common Address: 1 -- 39 W. Wacker Dr., 200 -- 240 N. State St.,  
2 -- 40 W. Lake St. And 201 -- 241 N. Dearborn St.)

[SO2019-5518]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the Business Planned Development Number 381 District symbols and indications as shown on Map Number 1-F in the area bounded by:

West Wacker Drive; North State Street; West Lake Street; and North Dearborn Street,

to those of Business Planned Development Number 381, as amended, which is hereby established in the area described above, subject in such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.



SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Business Planned Development No. 381, As Amended.*

*Plan Of Development Statements.*

1. The area delineated herein as Business Planned Development Number 381, as amended, and which is legally described on Exhibit A attached hereto and a made part hereof this Planned Development consisting of approximately one hundred thousand seven hundred and fifty-eight (100,758) square feet or 2.31 acres of property (the "Property") as shown on which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the ("Applicant") CWI Chicago Hotel LLC an owner of Subarea B.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative, or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustments to the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees. Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Department of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.



All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago. Prior to the issuance of any Part II Approval, the submitted plans must be approved by CDOT.

4. This plan of development consists of seventeen (17) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map, Existing Land-Use Map, Site Plan/Landscape Plan, Subarea Map, Floor Plans and Building Elevations (north, east and west), prepared by DXU Architects and dated August 26, 2019 submitted herein. In any instance where any provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.
5. The following Subareas and the following uses shall be allowed in this Business Planned Development Number 381, as amended:

Subarea A:

offices uses, retail uses, restaurant uses, service uses, off-street parking and loading, and incidental/accessory uses;

Subarea B:

hotel and meeting uses, personal services uses, office uses, restaurant uses, retail uses, service uses, financial uses, off-street parking and loading and incidental/accessory uses.

6. On-premises signs and temporary signs such as construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height of any measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations established by the (FAA) Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purposes of FAR calculations and measurements, the definition in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 100,758 square feet and a maximum FAR of 17.5.



9. Upon review and determination, Part II Review, pursuant to Section 17-13-0610, a Part II Review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any corresponding regulations and guidelines, including Section 17-13-0880. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II Reviews, are conditional until final Part II Approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A by the Zoning Administrator upon the application for such modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and maximizes the preservation of natural resources. At the time of a hearing before the Chicago Plan Commission, all developments must be in substantial compliance with the current City of Chicago Sustainable Development Policy set forth by the Department of Planning and Development. List all aspects of the proposed Planned Development that bring it into compliance with the Sustainable Development Policy, including other major sustainable elements of the project. All aspects of the proposed planned development that brings it into compliance with the Sustainable Development Policy, including other major sustainable elements of the project.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Woman-owned Business Enterprises ("M/WBEs") and City residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City promoting and tracking



such M/WBE and City resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE participation proposal. The M/WBE participation proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of City residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent City residents hiring (measured against the total construction hours for the project or any phase thereof). The M/WBE participation proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II Permit Review for the project or any phase thereof, the applicant must submit to DPD (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and City resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and City residents' participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of utilized planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and City residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to a DC-16 Downtown Core District.

[Subarea B As Amended Project Narrative; Retail Finish Massing Images; Wacker Drive and State Street Block Elevations; Existing Site Plans; Proposed Site Plan; Existing Sign Site Plan; Proposed Sign Site Plan Location; Vehicle/Pedestrian Circulation Plan; Proposed Retail Plan; Partial Third Floor Plans; Streetscape Site Plan; Retail North, East and West Building Elevations; Existing North Elevation; Retail Prohibited Sign Location North Elevation; Typical Metal Cladding Details referred to in these Plan of Development Statements  
printed on pages 7878 through 7899 of this *Journal*.]



Bulk Regulations and Data Table and Exhibit "A" referred to in these Plan of Development Statements read as follows:

*Business Planned Development No. 381, As Amended.*

*Bulk Regulations And Data Table.*

Gross Site Area:	169,006 square feet
Area in Public Rights-of-Way:	68,248 square feet
Net Site Area:	100,758 square feet
Net Site Area of Subareas:	
Subarea A:	50,379 square feet
Subarea B:	50,379 square feet
Total Net Site Area (A+B):	100,758 square feet
Maximum Floor Area Ratio:	17.5 (1,768,302 square feet)
Subarea A:	25.8 (1,299,778 square feet)
Subarea B:	9.3 (468,524 square feet)
Minimum Number of Off-Street Parking Spaces to be provided: (Existing)	51 spaces (hotel) 142 spaces (offices, retail)
Minimum Number of Off-Street Loading Spaces to be provided: (Existing)	offices -- 6, hotel and retail -- 3 for a total -- 9 spaces
Setbacks from Property Lines:	existing, no change



Minimum Number of Hotel Rooms: 600 hotel rooms, suites containing two or more separate rooms with sleeping accommodates may replace hotel rooms at a ratio of 1 suite for each 1.5 hotel rooms. The hotel area shall contain no more than 500,000 square feet

*Exhibit "A".*

*Business Planned Development No. 381, As Amended.*

*Legal Descriptions Of Subareas A And B.*

Parcel 1 (Subarea A) (17-09-426-031):

Lot 2 in the Leo Burnett Resubdivision of a tract of land in the east half of the southeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded March 15, 1990 as Document 90117294. Excepting therefrom the building and improvements located thereon for as long as the lease referenced in the memorandum of which recorded October 11, 1988 as Documents 88465178, 88465175 and 0331431120, as assigned pursuant to Documents 0331431119 and 0518122183, remains in full force and effect.

Parcel 2 (Subarea B) (17-09-426-030 and 032, 033):

Lots 1, 3 and 4 in the Leo Burnett Resubdivision of a tract of land in the east half of the southeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 15, 1990 as Document 90117294, all in Cook County, Illinois.

Parcel 2A:

A non-exclusive easement for the benefit of Parcel 1 as created by the Reciprocal Cross-Access Easement Agreement dated December 15, 1997 and recorded February 3, 1998 as Document 98090502 by and among 35 West Wacker Venture LLC, a Delaware limited liability company, Cole Taylor Bank, as successor trustee to Harris Trust and Savings Bank, as trustee under trust agreement dated September 24, 1986 and known as Trust Number 43770 and Leo Burnett Company, Inc., for the purpose of an easement to pass on, over, or through the Hotel Easement Area for the purpose of passage between the Hotel Property and the Office Property as defined in said document.



## BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED PROJECT NARRATIVE

PROJECT NARRATIVE

August 26, 2019

Renaissance Hotel  
1 W. Wacker Drive, Chicago, ILRE: Sub Area B of the Business Planned Development 381, Block 16  
Infill Port Cochere for retail/ business use - BankNarrative:

The subject property is at the Southwest corner of N. State St and W. Wacker Drive, Block 16, Subarea B of the Business Planned Development No. 381. It is currently known as the Renaissance Hotel and was constructed in 1986. The hotel is a 27 story high rise with 560 rooms, ballrooms, conference rooms, dining rooms and retail/ service business on the ground floor. The building has gone through multiple renovations over the years and is currently proposing a retail addition.

Retail Addition: Enclose the Porte Cochere to create more retail/ business space at the ground level along State and Wacker Drive. The enclosed area will add 4,120 SF of commercial space and will have direct access to State St. The majority of the exterior will be storefront infill between the existing columns supporting the restaurant/ terrace above. Currently the space is in lease negotiations with a bank. This will require the driveway/ drop off area to be reworked as indicated in the attached drawings. The existing curb cut onto Wacker Drive will not be changed. Access to the FDC along State St will not be impacted or altered.

FAR: Based on findings from the original PD 381 Sub Area B has 3,644 SF of floor area available for retail/ business use. Our proposal to infill the area under the Porte Cochere for retail/ business use consist of 4,120 SF. We are in need of 478 SF of additional floor area to comply with the requirements of PD 381. In review of the 3<sup>rd</sup> floor of the hotel we determined that there is an existing mechanical room containing 2,659 SF. Adjacent to this mechanical room are 2 storage rooms one containing 937 SF and the other 1,488 SF. We are proposing to remove the drywall partitions separating the storage rooms noted as Storage A/ B and combine them with the existing mechanical room to create a larger mechanical room of 5,084 SF. As indicated PD 381 mechanical spaces of 5,000 SF or greater shall be excluded from the FAR calculation. The remaining FAR available is 8,728 SF of area that can be used for any permitted uses within the PD. We proposed to use 4,120 SF for a business under the Porte Cochere.

Available FAR from original PD	3,644	SF
Enlarged Mechanical Room on the 3 <sup>rd</sup> Floor	5,084	SF
Total Available FAR	8,728	SF
New Business Use Area under the Porte Cochere	4,120	SF
Remaining FAR	4,608	SF


Eric Styer  
RA LEED AP | Principal

DXU

ARCHITECTS

412 S. Wacker Street, 2<sup>nd</sup> Floor, Chicago, IL 60607  
312.955.1304 x 100 / 312.955.447 / 312.955.1811 / 312.955.0703  
ericstyler@dxuarch.com | www.dxuarch.comDXU  
ARCHITECTS  
412 S. Wacker Street, 2<sup>nd</sup> Floor, Chicago, IL 60607  
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ericstyler@dxuarch.com | www.dxuarch.comR  
RENAISSANCE  
HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601Date 08-26-2019  
PROJECT NO. 78-070

T-02

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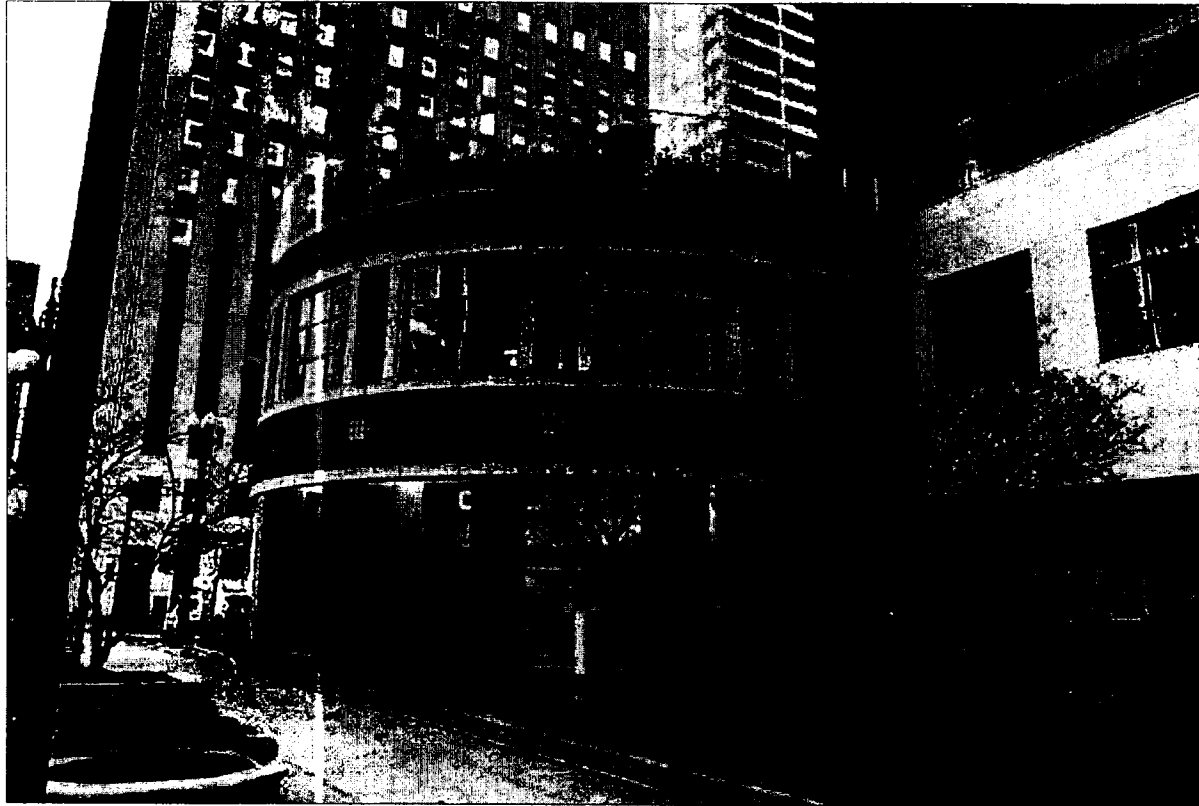
1 RETAIL FINISH MASSING IMAGE

<b>DXU</b> ARCHITECTS <small>1111 W. WACKER DRIVE, SUITE 1100, CHICAGO, IL 60601 312.333.0000 • WWW.DXU.COM</small>	<b>R</b> RENAISSANCE <small>1111 W. WACKER DRIVE, SUITE 1100, CHICAGO, IL 60601 312.333.0000 • WWW.DXU.COM</small>	CWI CHICAGO HOTEL LLC	Date 08-26-2019
		RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET, 201-241 N. DEARBORN STREET, CHICAGO, IL 60601	PROJECT NO. 18-070
			Sheet No. SD-3A

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BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED RETAIL FINISH MASSING ADDITIONAL IMAGE



1 RETAIL FINISH MASSING IMAGE (NORTHWEST ELEV)

**DXU**  
ARCHITECTS  
1115 N. STATE STREET, SUITE 1000  
CHICAGO, IL 60610  
PH: 312.527.1000

**R**  
RENAISSANCE  
HOTEL  
CHICAGO, IL 60611

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO: 18-070

SD-3B

Sheet No.

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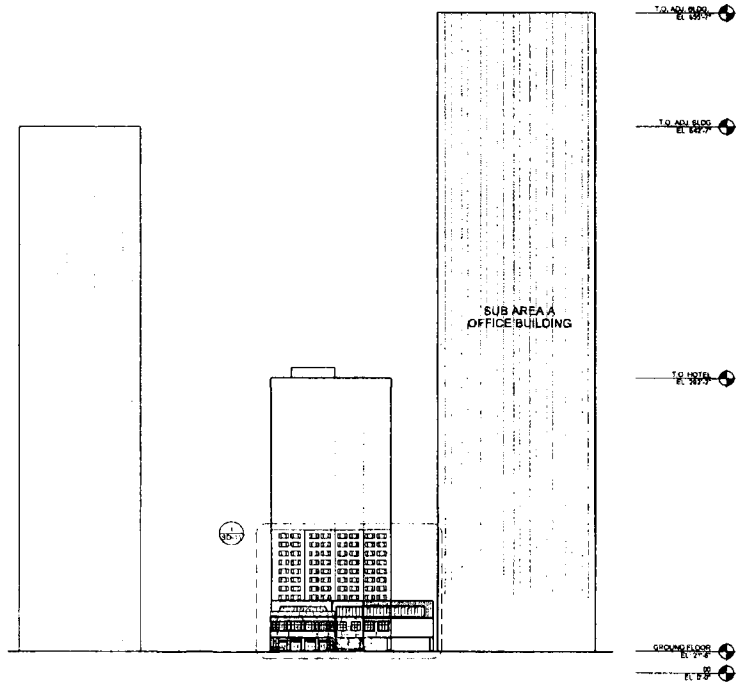
7880

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED WACKER BLOCK ELEVATION



1 WACKER BLOCK ELEVATION

**DXU**  
ARCHITECTS  
712 N. WACKER DRIVE, SUITE 1000  
CHICAGO, IL 60601

**R**  
RENAISSANCE  
HOTEL  
CHICAGO

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO. 18-070

SD-4

Sheet No.

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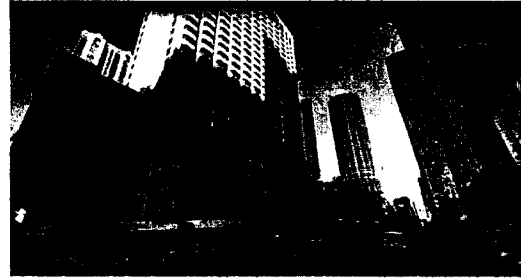
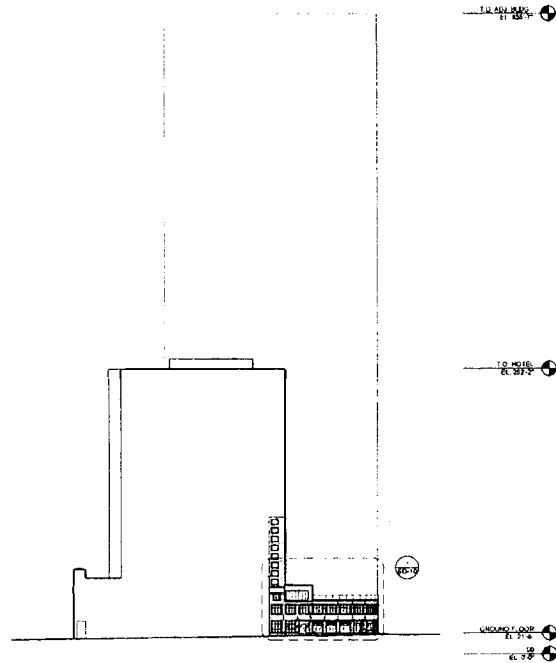
10/16/2019

REPORTS OF COMMITTEES

7881



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED STATE STREET BLOCK ELEVATION



1 STATE STREET BLOCK ELEV.

**DXU**  
ARCHITECTS  
412 N. WACKER DRIVE, SUITE 200, CHICAGO, IL 60601  
312.527.1234 • WWW.DXUARCHITECTS.COM

**R**  
RENAISSANCE  
CHICAGO WACKER DRIVE HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO. 18-070

SD-5

Sheet No.

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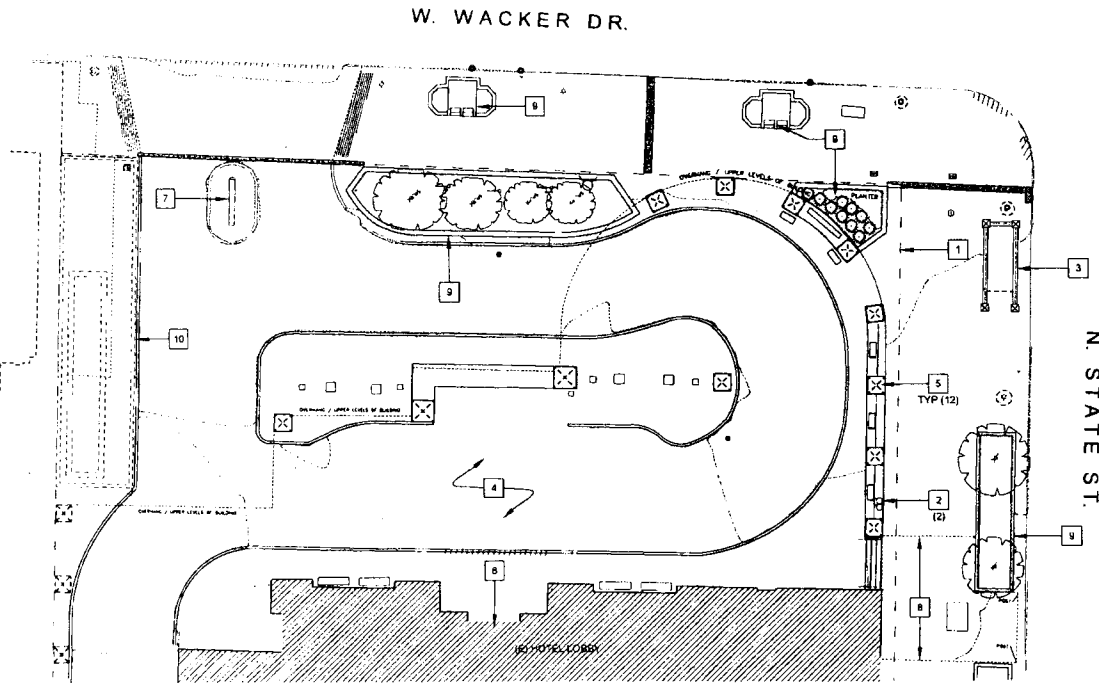
7882

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED EXISTING SITE PLAN



KEYNOTES

- 1 (E) PROPERTY BOUNDARY LINE
- 2 (E) FIRE DEPARTMENT CONNECTION
- 3 (E) CONC. STAIR TO LOWER LEVEL W WACKER DRIVE
- 4 (E) CONC. PORT COCHERE VEHICLE DROPOFF/TURNAROUND
- 5 (E) COLUMN, TYP.
- 6 (E) ENTRANCE TO RENAISSANCE HOTEL LOBBY
- 7 (E) MONUMENT SIGN
- 8 (E) HOTEL AWNING TO PORT COCHERE PEDESTRIAN ENTRY
- 9 (E) PLANTER BED
- 10 (E) PLANTER BED AND CURB TO BE REVISED FOR NEW VEHICLE STAGING AREA

FRONT SETBACK	90 FT FROM WACKER DRIVE AND 161.71 FT FROM WEST SIDE OF STATE STREET
SIDE SETBACK	0
REAR SETBACK	0

1 EXISTING SITE PLAN

**DXU**  
ARCHITECTS  
2121 North Dearborn Street • Chicago, IL 60614  
PH: 312.329.1100 • FAX: 312.329.1101

**R**  
RENAISSANCE  
A HYATT HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO. 18-070

SD-6

Sheet No.

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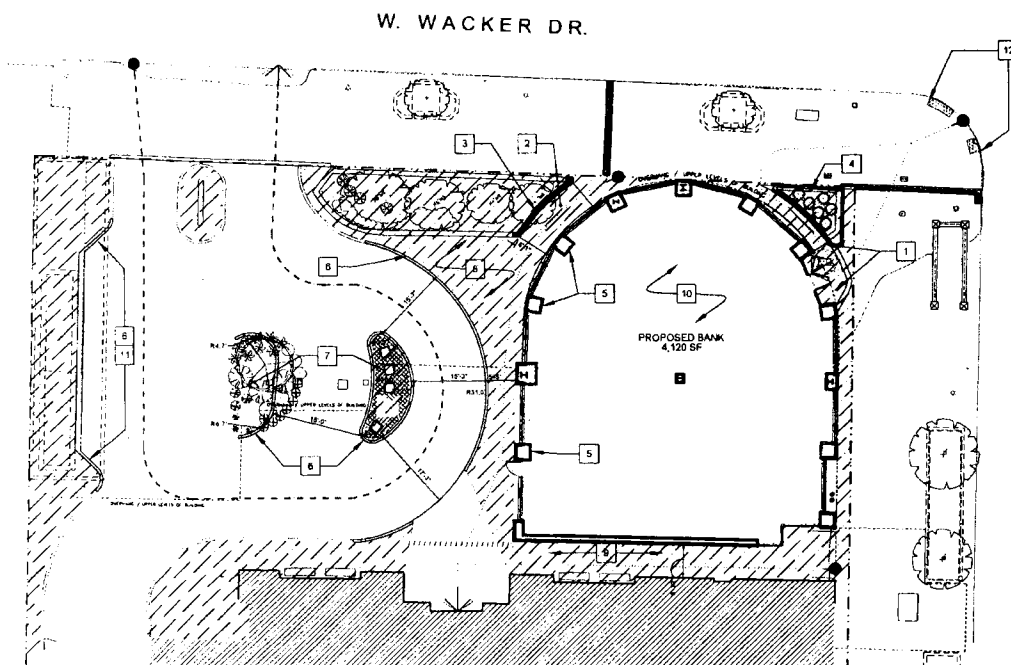
10/16/2019

REPORTS OF COMMITTEES

7883



## BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED PROPOSED SITE PLAN



## KEYNOTES

- 1 NEW ENTRY STAIRS AND RAMP WITH CORRESPONDING HANDRAILS
- 2 SLOPED SIDEWALK
- 3 NEW PLANTER WALL FOR SLOPED SIDEWALK
- 4 (E) PLANTER TO BE RECONFIGURED TO ACCOMMODATE NEW STAIR AND RAMPED ENTRY
- 5 NEW NON-STRUCTURAL COLUMNS FOR RETAIL STOREFRONT FACADE ATTACHMENT
- 6 PROPOSED CURBING FOR NEW CAR DROPOFF/TURNAROUND AND PLANTERS
- 7 NEW LANDSCAPING
- 8 PROPOSED SIDEWALK
- 9 PEDESTRIAN SIDEWALK FROM N. STATE STREET TO RENAISSANCE ENTRANCE
- 10 NEW RETAIL TENANT SPACE - SEE FLOOR PLAN
- 11 NEW VEHICLE STAGING AREA
- 12 NEW CANE DETECTABLE ADA CROSSWALK RAMPS

## LEGEND

- PEDESTRIAN CIRCULATION PATH  
 --- VEHICULAR AND LOADING ACCESS  
 COMMON AREA TOTAL = 4,364 S.F.

1 PROPOSED SITE PLAN

**DXU**  
ARCHITECTS  
1111 N. WACKER DRIVE, 2ND FLOOR, CHICAGO, IL 60601  
PH: 312.527.1111 FAX: 312.527.1112

**R**  
RENAISSANCE  
CHICAGO COUNCIL ON THE CITY

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO. 18-070

SD-7

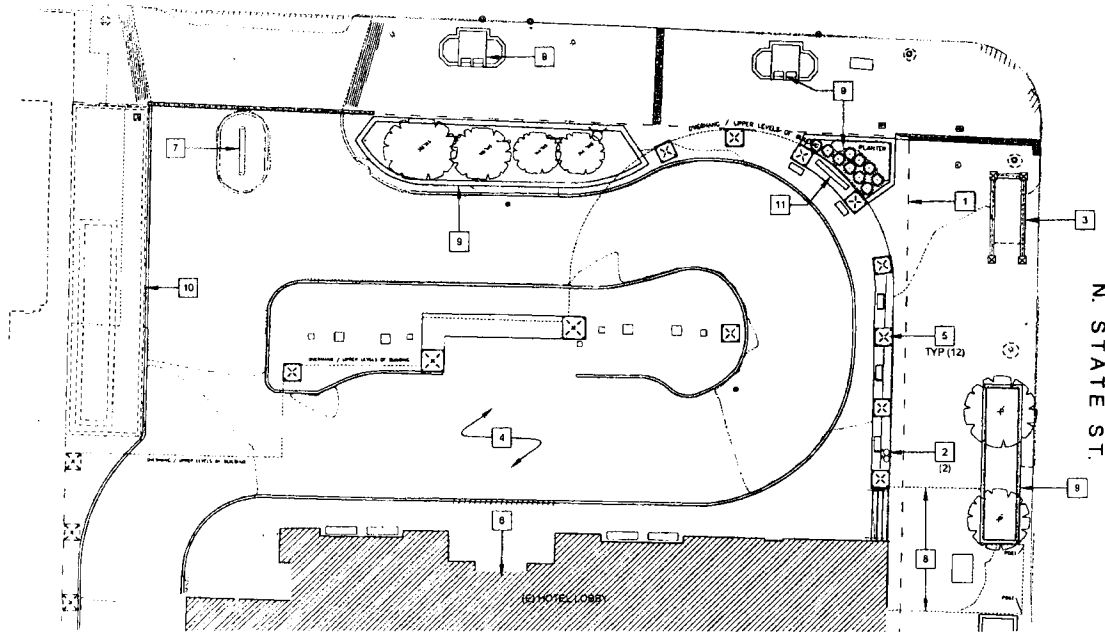
Sheet No.

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BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED EXISTING SIGN SITE PLAN

W. WACKER DR.



KEYNOTES

- 1 (E) PROPERTY BOUNDARY LINE
- 2 (E) FIRE DEPARTMENT CONNECTION
- 3 (E) CONC. STAIR TO LOWER LEVEL W WACKER DRIVE
- 4 (E) CONC. PORT COCHERE VEHICLE DROPOFF/TURNAROUND
- 5 (E) COLUMN, TYP.
- 6 (E) ENTRANCE TO RENAISSANCE HOTEL LOBBY
- 7 (E) HOTEL MONUMENT SIGN
- 8 (E) HOTEL AWNING TO PORT COCHERE PEDESTRIAN ENTRY
- 9 (E) PLANTER BED
- 10 (E) PLANTER BED AND CURB TO BE REVISED FOR NEW VEHICLE STAGING AREA
- 11 (E) RENAISSANCE HOTEL MONUMENT SIGN TO BE REMOVED

FRONT SETBACK	90 FT FROM WACKER DRIVE AND 151.71
SIDE SETBACK	0
REAR SETBACK	0

1 EXISTING SIGN SITE PLAN

**DXU**  
ARCHITECTS  
1015 W. LEXINGTON AVENUE, SUITE 1000  
CHICAGO, IL 60611

**R**  
RENAISSANCE  
CHICAGO DOWNTOWN HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO 18-070

SD-8

Sheet No.

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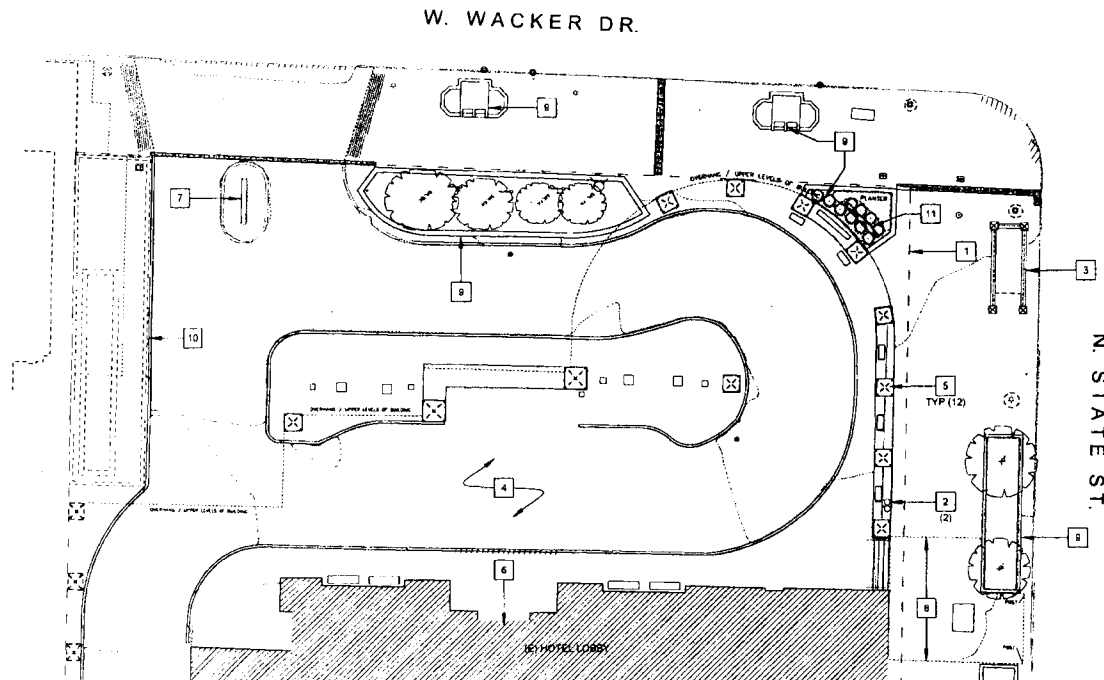
10/16/2019

REPORTS OF COMMITTEES

7885



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED PROPOSED SIGN SITE PLAN LOCATION



KEYNOTES

- 1 (E) PROPERTY BOUNDARY LINE
- 2 (E) FIRE DEPARTMENT CONNECTION
- 3 (E) CONC. STAIR TO LOWER LEVEL W WACKER DRIVE
- 4 (E) CONC. PORT COCHERE VEHICLE DROPOFF/TURNAROUND
- 5 (E) COLUMN, TYP.
- 6 (E) ENTRANCE TO RENAISSANCE HOTEL LOBBY
- 7 (E) HOTEL MONUMENT SIGN
- 8 (E) HOTEL AWNING TO PORT COCHERE PEDESTRIAN ENTRY
- 9 (E) PLANTER BED
- 10 (E) PLANTER BED AND CURB TO BE REVISED FOR NEW VEHICLE STAGING AREA
- 11 NEW CHASE BANK MONUMENT SIGN LOCATION

FRONT SETBACK:	90 FT FROM WACKER DRIVE AND 181.71
SIDE SETBACK:	FT FROM WEST SIDE OF STATE STREET
REAR SETBACK:	0

1 PROPOSED SIGN SITE PLAN LOCATION

**DXU**  
ARCHITECTS  
P.C., 1001 N. LAKE STREET, CHICAGO, IL 60611  
P: 312.733.0017 • F: 312.733.0018

**R**  
RENAISSANCE  
HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO 18-070

SD-9  
Sheet No.

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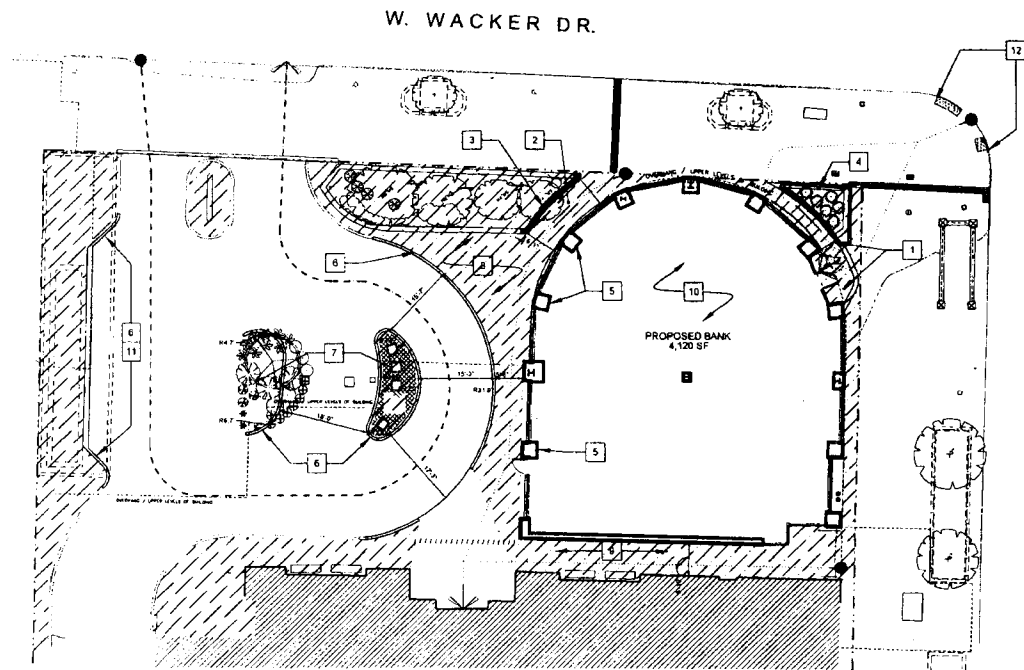
7886

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED VEHICLE / PEDESTRIAN CIRCULATION PLAN



KEYNOTES

- 1 NEW ENTRY STAIRS AND RAMP WITH CORRESPONDING HANDRAILS
- 2 SLOPED SIDEWALK
- 3 NEW PLANTER WALL FOR SLOPED SIDEWALK
- 4 (E) PLANTER TO BE RECONFIGURED TO ACCOMMODATE NEW STAIR AND RAMPED ENTRY
- 5 NEW NON-STRUCTURAL COLUMNS FOR RETAIL STOREFRONT FACADE ATTACHMENT
- 6 PROPOSED CURBING FOR NEW CAR DROP-OFF/TURNAROUND AND PLANTERS
- 7 NEW LANDSCAPING
- 8 PROPOSED SIDEWALK
- 9 PEDESTRIAN SIDEWALK FROM N STATE STREET TO RENAISSANCE ENTRANCE
- 10 NEW RETAIL TENANT SPACE - SEE FLOOR PLAN
- 11 NEW VEHICLE STAGING AREA
- 12 NEW CANE DETECTABLE ADA CROSSWALK RAMPS

LEGEND

- PEDESTRIAN CIRCULATION PATH
- VEHICULAR AND LOADING ACCESS
- COMMON AREA TOTAL = 4,064 S.F.

1 VEHICLE / PEDESTRIAN CIRCULATION PLAN

**DXU**  
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1111 W. 18TH STREET, SUITE 1000, CHICAGO, IL 60611  
312.467.1234 • DDXU.COM

**R**  
RENAISSANCE  
CHICAGO, ILLINOIS

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO. 18-070

SD-10

Sheet No.

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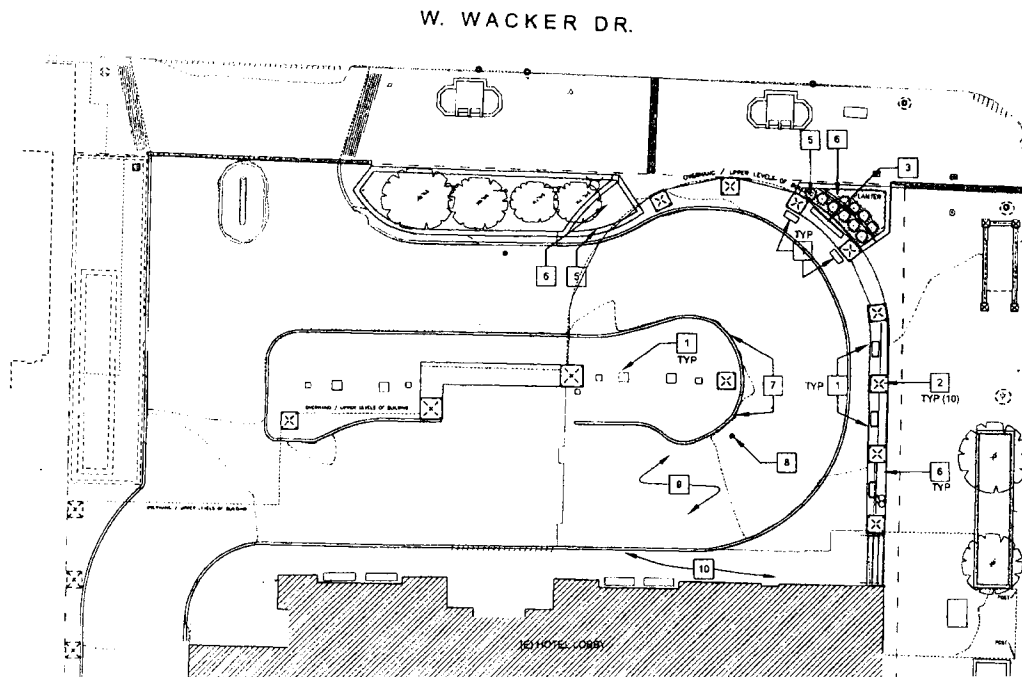
10/16/2019

REPORTS OF COMMITTEES

7887



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED DEMOLITION PLAN



KEYNOTES

- 1 EXISTING METAL RAILING AND PLANTERS TO BE REMOVED - TYP.
- 2 DEMO EXISTING FINISHES AND CONSTRUCTION SURROUNDING EXISTING STRUCTURAL COLUMN TO REMAIN
- 3 REMOVE EXISTING MONUMENT SIGN AND ASSOCIATED POWER SUPPLY
- 4 REMOVE EXISTING LIMESTONE FINISH BETWEEN COLUMNS AND ON VERTICAL FACE OF BASE ON EAST ELEVATION
- 5 PORTION OF EXISTING LANDSCAPE PLANTER TO BE REMOVED - SEE CIVIL FOR MORE INFORMATION
- 6 EXISTING LANDSCAPING INSIDE OF PLANTER TO BE REMOVED - SEE CIVIL FOR MORE INFORMATION
- 7 EXISTING CONCRETE CURB TO BE BURIED UNDER NEW CONCRETE SLAB OF NEW RETAIL SPACE INSIDE OF EXISTING PORT COCHERE
- 8 EXISTING FLOOR DRAIN TO BE CAPPED & LINE REMOVED
- 9 DEMOLISH EXISTING CEILING & CEILING STRUCTURE WITHIN AREA INDICATED BY OUTLINE OF FUTURE ENCLOSED RETAIL SPACE
- 10 DEMOLISH EXISTING CEILING AT FUTURE CORRIDOR. EXISTING SOUTH WALL TO REMAIN

1 EXISTING SITE PLAN

**DXU**  
ARCHITECTS  
425 NORTH LAKE STREET, SUITE 200, CHICAGO, IL 60601  
312.555.2224 • 312.555.2225

**R**  
RENAISSANCE  
A CHICAGO HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO: 18-070

SD-11A

Sheet No.

Final for Publication

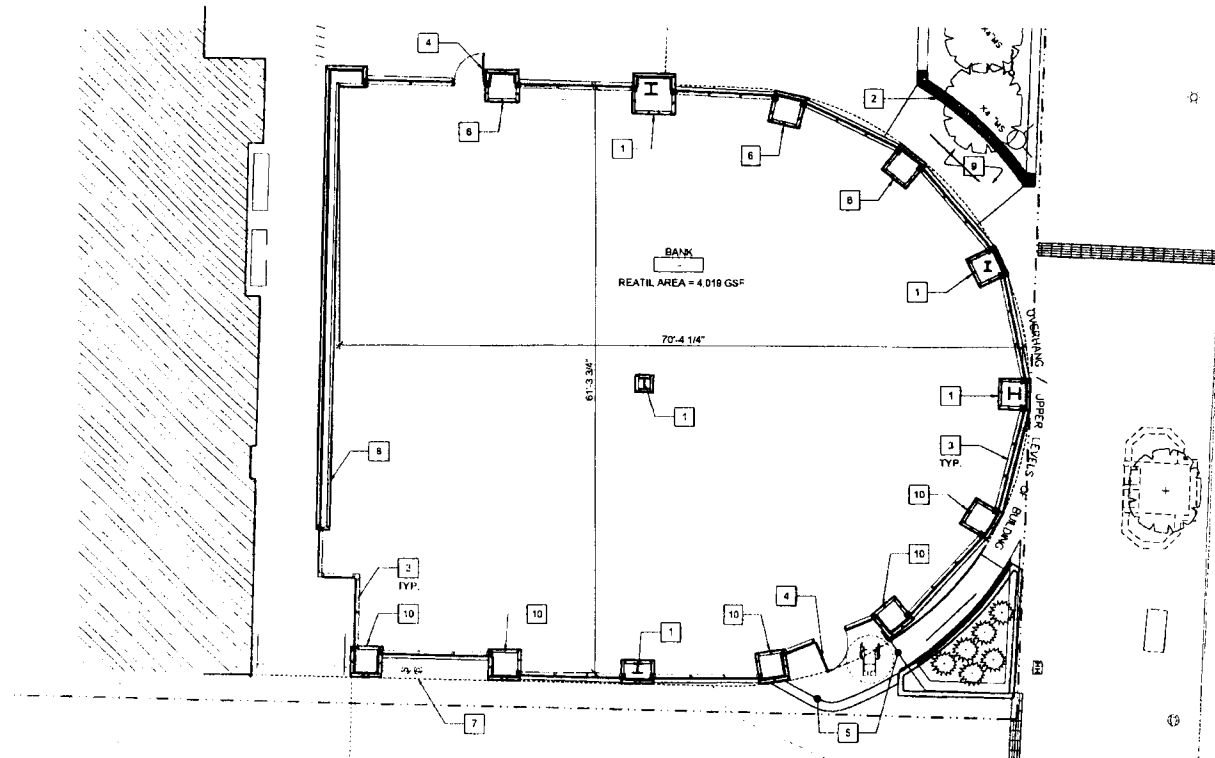
7888

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED PROPOSED RETAIL PLAN



KEYNOTES

- 1 (E) PORT COCHERE COLUMNS
- 2 NEW PLANTER WALL FOR SLOPED SIDEWALK
- 3 NEW BUTT JOINT STOREFRONT SYSTEM WITH CLEAR VISION GLAZING
- 4 NEW DOOR FOR RETAIL TENANT
- 5 NEW STAIRS AND RAMP WITH CORRESPONDING HANDRAILS
- 6 NEW NON-STRUCTURAL COLUMNS FOR RETAIL STOREFRONT FACADE ATTACHMENT
- 7 (E) FIRE DEPARTMENT CONNECTION STANDPIPES
- 8 NEW WALL
- 9 SLOPED SIDEWALK
- 10 EXISTING NON-STRUCTURAL COLUMNS FOR RETAIL STOREFRONT FACADE ATTACHMENT TO REMAIN

1 PROPOSED RETAIL PLAN

**DXU**  
ARCHITECTS  
211 W. 36TH STREET, SUITE 200, CHICAGO, IL 60608  
PH: 312.587.1100 FAX: 312.587.1101

**R**  
RENAISSANCE  
CHICAGO DOWNTOWN HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO. 18-070

SD-11B

Sheet No.

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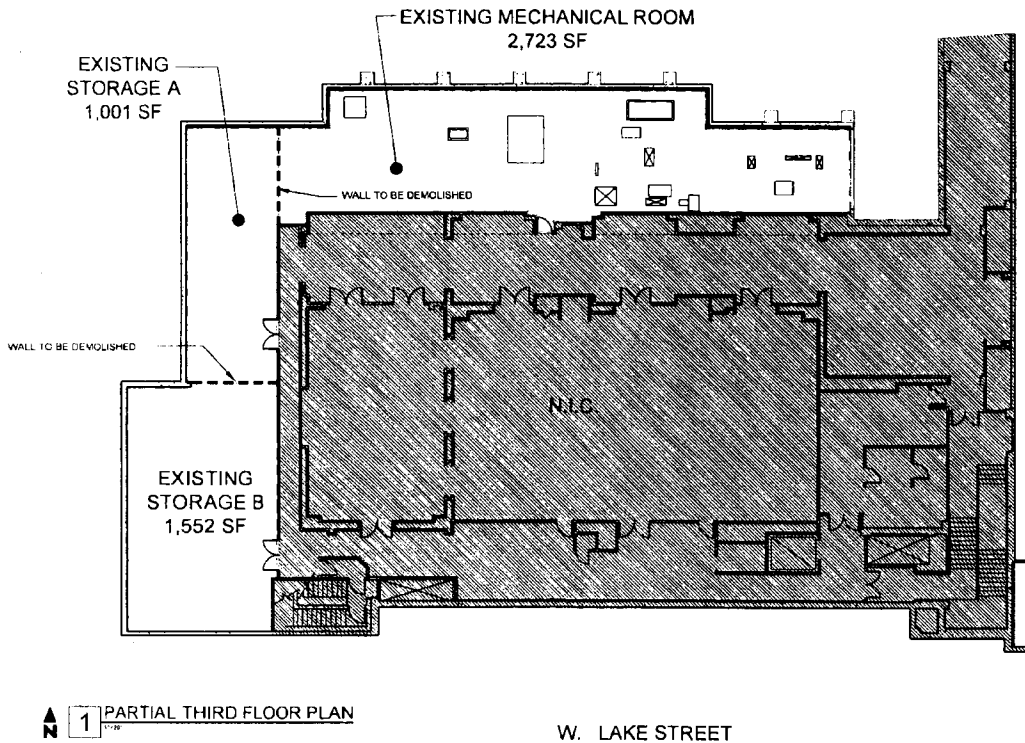
10/16/2019

REPORTS OF COMMITTEES

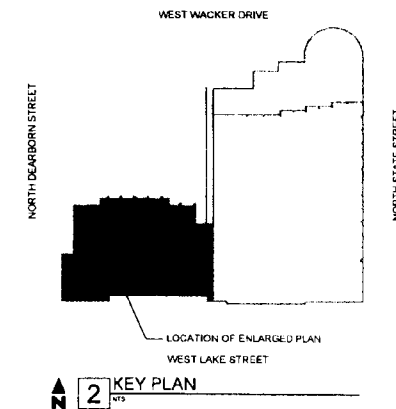
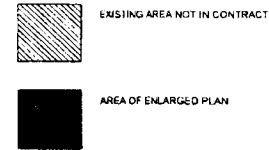
7889



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED THIRD FLOOR DEMOLITION PLAN



LEGEND



**DXU**  
ARCHITECTS  
200 W. Lake Street, Suite 1000, Chicago, IL 60601  
PHOTOGRAPH BY MICHAEL J. KIM

**R**  
RENAISSANCE  
CHICAGO WACKER DRIVE HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
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Date 08-26-2019  
PROJECT NO. 18-070

SD-11C

Sheet No.

Final for Publication

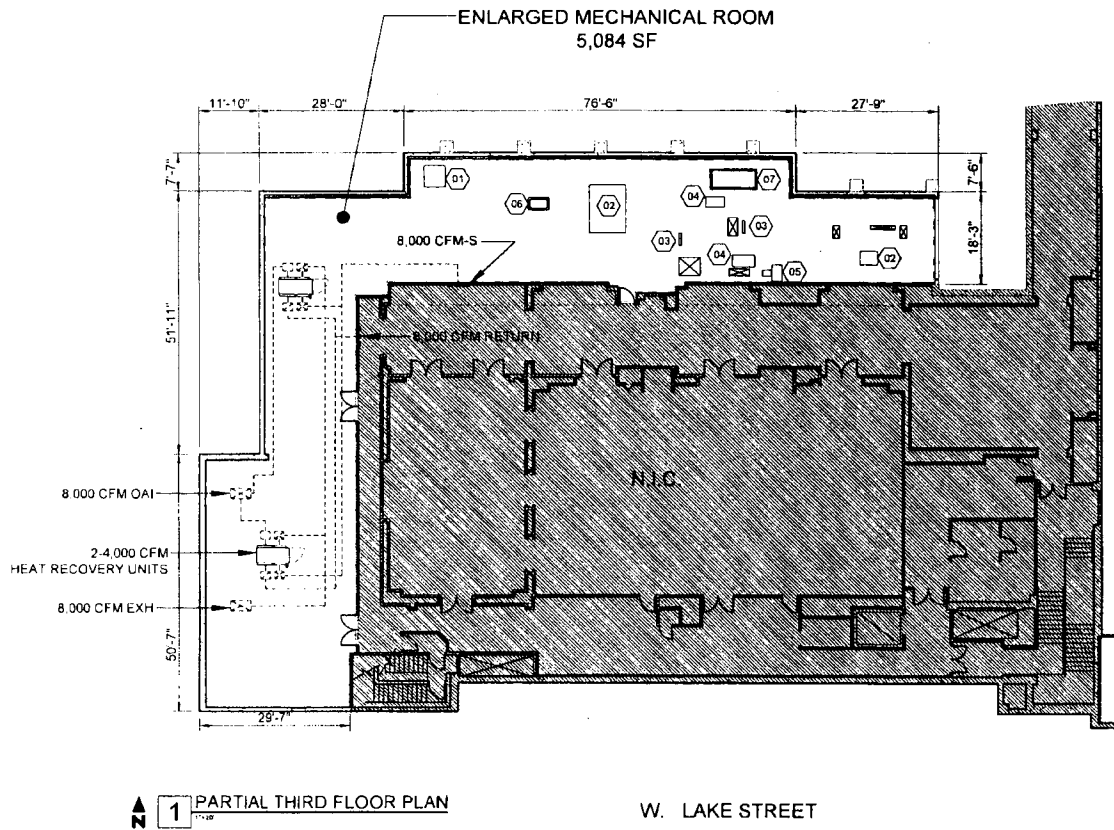
7890

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED THIRD FLOOR MECHANICAL ROOM PLAN



LEGEND



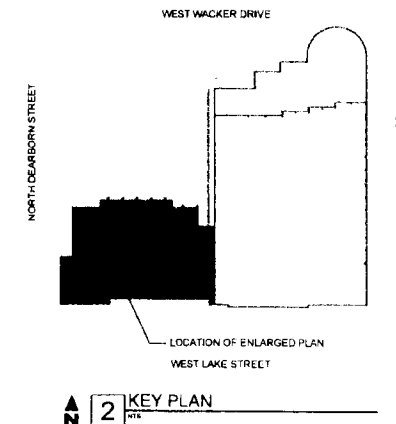
EXISTING AREA NOT IN CONTRACT



AREA OF ENLARGED PLAN

KEYNOTES

- 01 EXIST REFRIG COMPRESSOR RACK FOR 2ND FLOOR
- 02 EXISTING AHU
- 03 EXISTING UNIT HEATER
- 04 EXISTING RELIEF FAN
- 05 EXISTING EXHAUST FAN
- 06 EXISTING MECHANICAL CHASE
- 07 EXISTING EXHAUST DUCT



**DXU**  
ARCHITECTS

**R**  
RENAISSANCE  
HOTEL

CWI CHICAGO HOTEL LLC

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Date 08-26-2019  
PROJECT NO. 18-070

SD-11D3  
Sheet No.

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10/16/2019

REPORTS OF COMMITTEES

7891



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED STREETSCAPE SITE PLAN



1 STREETSCAPE SITE PLAN

**DXU**  
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2011 WEST BROADWAY, SUITE 1000  
CHICAGO, IL 60601

**R**  
RENAISSANCE  
CHICAGO DOWNTOWN HOTEL

CWI CHICAGO HOTEL LLC

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201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO: 18-070

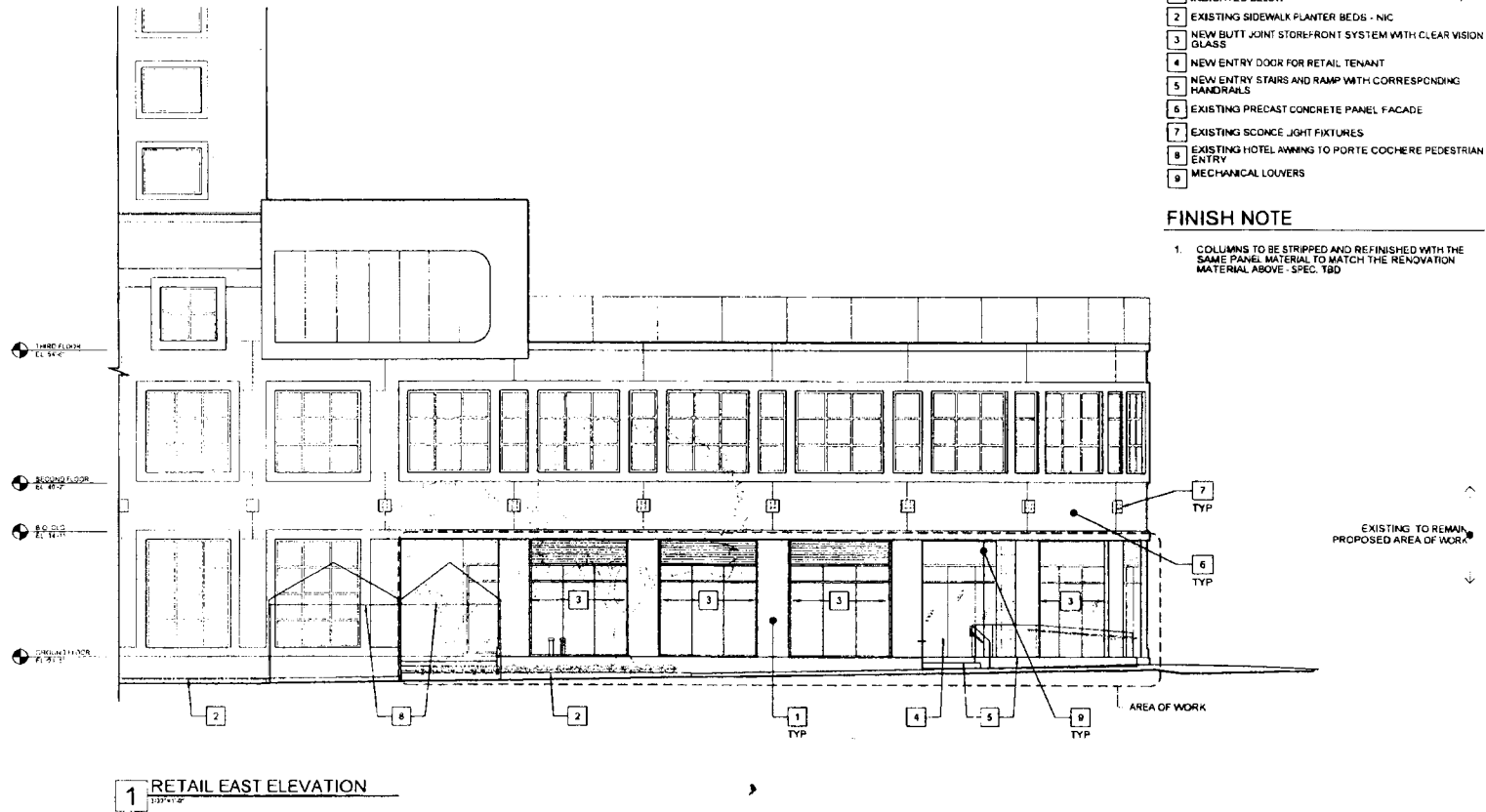
SD-13

Sheet No.

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BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED RETAIL EAST ELEVATION



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**R**  
RENAISSANCE  
A Marriott International Company

CWI CHICAGO HOTEL LLC

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201-241 N. DEARBORN STREET, CHICAGO, IL 60601

Date 08-26-2019  
PROJECT NO. 18-070

**SD-14**

Sheet No.

**Final for Publication**

10/16/2019

REPORTS OF COMMITTEES

7893



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED RETAIL NORTH ELEVATION

KEYNOTES

- 1 EXISTING PORTE COCHERE COLUMNS - FINISH AS INDICATED BELOW
- 2 EXISTING PLANTER BED TO BE RECONFIGURED FOR NEW RAMP ACCOMMODATION
- 3 NEW BUTT JOINT STOREFRONT SYSTEM WITH CLEAR VISION GLASS
- 4 MECHANICAL LOUVERS
- 5 NEW ENTRY STAIRS AND RAMP WITH CORRESPONDING HANDRAILS
- 6 EXISTING PRECAST CONCRETE PANEL FACADE
- 7 EXISTING SCONCE LIGHT FIXTURES
- 8 NEW FAUX PORTE COCHERE COLUMNS - FINISH AS INDICATED BELOW
- 9 EXISTING EXTERIOR SIGN

FINISH NOTE

- 1 COLUMNS TO BE STRIPPED AND REFINISHED WITH THE SAME PANEL MATERIAL TO MATCH THE RENOVATION MATERIAL ABOVE - SPEC. TBD



**DXU**  
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1100 N. LAKE STREET, SUITE 1000  
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312.733.8811

**R**  
RENAISSANCE  
HOTEL  
CHICAGO

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
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Date 08-26-2019  
PROJECT NO. 18-070

SD-15

Sheet No.

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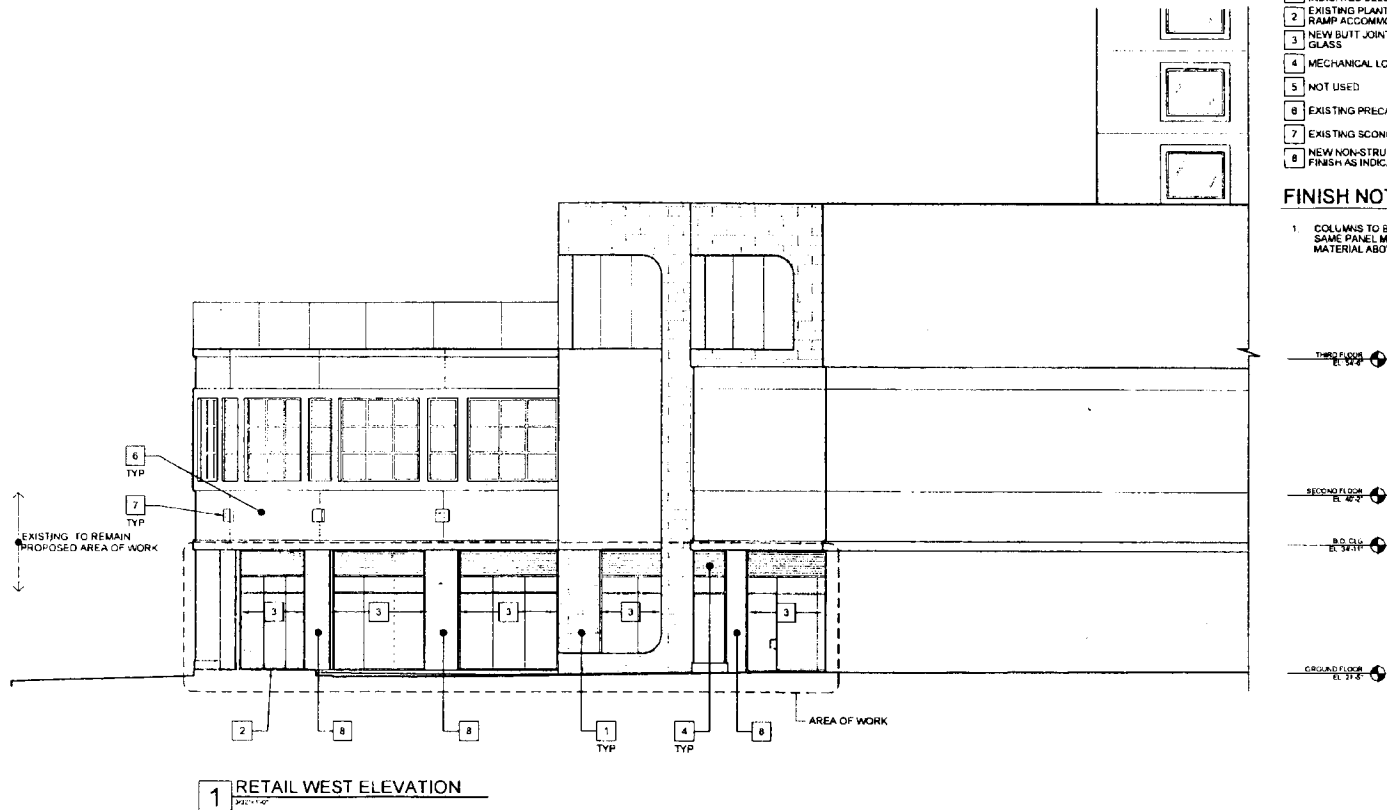
7894

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED RETAIL WEST ELEVATION



KEYNOTES

- 1 EXISTING PORTE COCHERE COLUMNS - FINISH AS INDICATED BELOW
- 2 EXISTING PLANTER BED TO BE RECONFIGURED FOR NEW RAMP ACCOMMODATION
- 3 NEW BUTT JOINT STOREFRONT SYSTEM WITH CLEAR VISION GLASS
- 4 MECHANICAL LOUVERS
- 5 NOT USED
- 6 EXISTING PRECAST CONCRETE PANEL FACADE
- 7 EXISTING SCOSCE LIGHT FIXTURES
- 8 NEW NON-STRUCTURAL PORTE COCHERE COLUMNS - FINISH AS INDICATED BELOW

FINISH NOTE

- 1 COLUMNS TO BE STRIPPED AND REFINISHED WITH THE SAME PANEL MATERIAL TO MATCH THE RENOVATION MATERIAL ABOVE - SPEC. TBD

THIRD FLOOR  
EL. 34'-0"

SECOND FLOOR  
EL. 32'-0"

FIRST FLOOR  
EL. 30'-0"

GROUND FLOOR  
EL. 27'-0"

10/16/2019

REPORTS OF COMMITTEES

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2115 North Dearborn Street, Chicago, IL 60614  
PH: 312.321.1111 FAX: 312.321.1112

**R**  
RENAISSANCE  
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201-241 N. DEARBORN STREET, CHICAGO, IL 60601

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
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Date 08-26-2019  
PROJECT NO. 18-070

SD-16

Sheet No.

Final for Publication

7895



## BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED EXISTING NORTH ELEVATION SIGNAGE



## KEYNOTES

- 1 EXISTING PORTE COCHERE COLUMNS
- 2 EXISTING PLANTER BED
- 3 EXISTING HOTEL MONUMENT SIGN
- 4 EXISTING PRECAST CONCRETE PANEL FACADE
- 5 EXISTING SCONCE LIGHT FIXTURES
- 6 EXISTING HOTEL EXTERIOR SIGN TO BE REMOVED
- 7 EXISTING HOTEL MONUMENT SIGN TO BE REMOVED

**DXU**  
ARCHITECTS  
1773 North Dearborn Street, Chicago, IL 60610  
773.442.2222

**R**  
RENAISSANCE  
A CHAUDRON & ASSOCIATES LLC

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
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Date 08-26-2019  
PROJECT NO: 18-070

SD-17

Final for Publication



10/16/2019

REPORTS OF COMMITTEES

7897

BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED RETAIL NORTH ELEVATION SIGNAGE

KEYNOTES

- 1 EXISTING PORTE COCHERE COLUMNS - FINISH AS INDICATED BELOW
- 2 EXISTING PLANTER BED TO BE RECONFIGURED FOR NEW RAMP ACCOMMODATION
- 3 NEW BUTT JOINT STONEFRONT SYSTEM WITH CLEAR VISION GLASS
- 4 MECHANICAL LOUVERS
- 5 NEW ENTRY STAIRS AND RAMP WITH CORRESPONDING HANDRAILS
- 6 EXISTING PRECAST CONCRETE PANEL FACADE
- 7 EXISTING SCOSCE LIGHT FIXTURES
- 8 NEW FAUX PORTE COCHERE COLUMNS - FINISH AS INDICATED BELOW
- 9 NOT USED
- 10 NEW MONUMENT SIGN

FINISH NOTE

1. COLUMNS TO BE STRIPPED AND REFINISHED WITH THE SAME PANEL MATERIAL TO MATCH THE RENOVATION MATERIAL ABOVE - SPEC. TBD



**DXU**  
ARCHITECTS  
P.L.L.C.  
1111 W. WACKER DRIVE, SUITE 1100  
CHICAGO, ILLINOIS 60601

**R**  
RENAISSANCE  
CHICAGO  
A HYATT BRAND

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
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Date 08-26-2019  
PROJECT NO. 18-070

SD-18

Sheet No.

Final for Publication



BUSINESS PLAN DEVELOPMENT NO. 381, SUBAREA B, AS AMENDED RETAIL PROHIBITED SIGN LOCATION NORTH

KEYNOTES

- 1 EXISTING PORTE COCHERE COLUMNS - FINISH AS INDICATED BELOW
- 2 EXISTING PLANTER BED TO BE RECONFIGURED FOR NEW RAMP ACCOMMODATION
- 3 NEW BUTT JOINT STOREFRONT SYSTEM WITH CLEAR VISION GLASS
- 4 MECHANICAL LOUVERS
- 5 NEW ENTRY STAIRS AND RAMP WITH CORRESPONDING HANDRAILES
- 6 EXISTING PRECAST CONCRETE PANEL FACADE
- 7 EXISTING SCONCE LIGHT FIXTURES
- 8 NEW FAUX PORTE COCHERE COLUMNS - FINISH AS INDICATED BELOW
- 9 NOT USED
- 10 NEW MONUMENT BLOCK

FINISH NOTE

- 1 COLUMNS TO BE STRIPPED AND REFINISHED WITH THE SAME PANEL MATERIAL TO MATCH THE RENOVATION MATERIAL ABOVE - SPEC. T80



**DXU**  
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1110 N. LAKE STREET, SUITE 200, CHICAGO, IL 60610  
312.467.1111

**R**  
RENAISSANCE  
CHICAGO RENAISSANCE HOTEL

CWI CHICAGO HOTEL LLC

RENAISSANCE HOTEL, 1-39 W. WACKER DRIVE, 200-240 N. STATE STREET, 2-40 W. LAKE STREET,  
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Date 08-26-2019  
PROJECT NO. 18-070

SD-19

Sheet No.

Final for Publication

7898

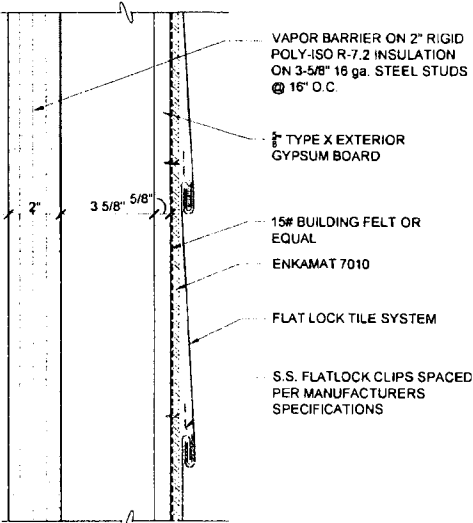
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10/16/2019

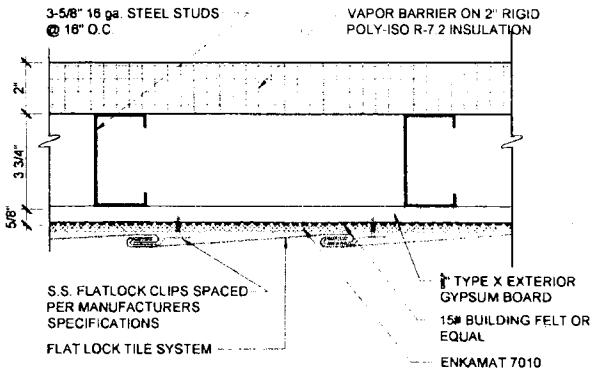




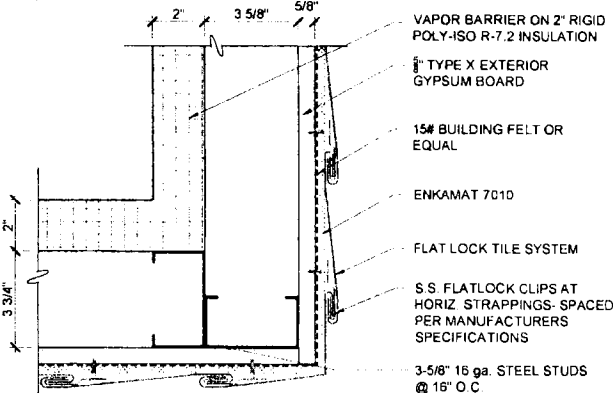
4 TYPICAL CLADDING



3 VERTICAL SECTION DETAIL



2 DETAIL AT CROSS SECTION



1 OUTSIDE CORNER DETAIL



*Reclassification Of Area Shown On Map No. 1-G.*

(As Amended)

(Application No. 19980)

(Common Address: 1000 W. Carroll Ave./311 And 345 N. Morgan St.)

[SO2019-1383]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M2-3 Light Industry District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Carroll Avenue; North Carpenter Street; the south line of Metra (formerly known as the Chicago, Milwaukee, St. Paul & Pacific Railroad); a line 138.46 feet east of and parallel to North Morgan Street; a line 229.07 feet north of and parallel to the alley north of and parallel to West Fulton Market; a line 125 feet east of and parallel to North Morgan Street; the alley north of and parallel to West Fulton Market; and North Morgan Street,

to those of a DX-5 Downtown Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the DX-5 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Carroll Avenue; North Carpenter Street; the south line of Metra (formerly known as the Chicago, Milwaukee, St. Paul & Pacific Railroad); a line 138.46 feet east of and parallel to North Morgan Street; a line 229.07 feet north of and parallel to the alley north of and parallel to West Fulton Market; a line 125 feet east of and parallel to North Morgan Street; the alley north of and parallel to West Fulton Market; and North Morgan Street,

to those of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:



*Business Planned Development No. \_\_\_\_\_.*

*Planned Development Statements.*

1. The area delineated herein as Planned Development Number \_\_\_\_\_ ("Planned Development") consists of approximately 105,923 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property"). 345 North Morgan, LLC is the owner of a portion of the Property and the "Applicant" for this Planned Development pursuant to authorization from the owners of the remainder of the Property.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance (the "Zoning Ordinance"), the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Chicago Department of Transportation ("CDOT") on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Plans (defined below).

Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Department of Planning and Development ("DPD") and CDOT. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of CDOT.

All work proposed in the public way must be designed and constructed in accordance with CDOT Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II Approval, the submitted plans must be approved by CDOT.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the City's Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the property, which may include, but not be limited to, the following as shall be reviewed and determined by CDOT's Division of Infrastructure Management:



- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any CDOT and Planned Development Part II Review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the CDOT Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the CDOT Rules and Regulations for Construction in the Public Way as well as the Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by CDOT.

As part of this project, the Applicant agrees to contribute \$750,000 to CDOT towards the cost of railroad crossing upgrades and signal improvements as follows: \$500,000 shall be paid prior to the issuance of a certificate of occupancy for the building located in Subarea A and \$250,000 shall be paid prior to the issuance of a certificate of occupancy for the building located in Subarea B.

4. This planned development consists of these 17 Statements; a Bulk Regulations and Data Table and the following exhibits and plans attached hereto prepared by SOM and Eckenhoff Saunders and dated September 19, 2019 (the "Plans"): an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary Area; a Subarea B -- Level 1 Plan; a Subarea B -- Typical Office Plan; a Subarea B -- Roof Plan; a Subarea B -- Typical Storefront Facade; a Subarea B -- Level 2 Facade; a Subarea B -- Typical Office Facade; Subarea B Elevations (East, West, South, North); a Subarea A Site/Landscape Plan; a Subarea A Roof Plan; Subarea A Elevations (South, West, North, East); a Subarea A Typical Tower Facade; a Subarea A Typical Parking Facade; a Subarea A Typical Storefront Facade; a Subarea A Typical Rooftop Facade; and a Subarea C Site/Landscape Plan. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development. In case of a



conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses are permitted in the area delineated herein as a Business Planned Development: office; hotel; daycare; animal services; business equipment sales and service; business support services; urban farm (rooftop operation); communication service establishments; eating and drinking establishments (all, including taverns); entertainment and spectator sports (excluding inter-track wagering facilities); indoor special event including incidental liquor sales; financial services; food and beverage retail sales; medical service; personal service; general retail sales; participant sports and recreation; limited and artisan manufacturing, production and industrial services; co-located wireless communication facilities, accessory parking, non-accessory parking and incidental and accessory uses. Further, as a result of input received through the community process and in order to gain community support for the project, the Applicant has voluntarily agreed to consult with the local alderman's office prior to entering into any initial lease or other disposition of the ground floor commercial space for the building located in Subarea B to an end user to confirm such user is consistent with community expectations for said space.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of DPD. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted Floor Area Ratio ("FAR") for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted overall FAR identified in the Bulk Regulations Table has been determined using a net site area of 105,923 square feet.

The Applicant acknowledges that the project has received a bonus FAR of 3.1, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 8.1. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17.4-1003-B and C, prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.



The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or, (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment. In this case, the Applicant will contribute the Local Impact portion of the bonus payment toward the cost of railroad crossing upgrades and signal improvements and safety measures, viaduct improvements and safety measures, and lighting along Lake Street.

9. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review fee shall be assessed by DPD. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

The Plans are hereby approved in their entirety and no further approvals shall be required under this Planned Development or the Zoning Ordinance for the improvements undertaken in accordance with the Plans, other than Part II Approval (per Section 17-13-0610 of the Zoning Ordinance).

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by DPD. Any interim reviews associated with site plan review or Part II Reviews, are conditional until final Part II Approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.



14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II Review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and City residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and City resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of City residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent City resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II Permit Review for the project or any phase thereof, the applicant must submit to DPD (a) updates (if any) to the applicant's preliminary outreach plan, (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts, and (d) updates (if any) to the applicant's M/WBE and City resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and City resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and City residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.
16. The Applicant acknowledges that Subareas A and B are located in the Kinzie Industrial Corridor Conversion Area and has undergone a "rezoning" within the



meaning of Chapter 16-8 of the Municipal Code (the "Industrial Corridor System Fund Ordinance"). As a result of this rezoning, the Planned Development is subject to the conversion fee provisions of the Industrial Corridor System Fund Ordinance. The purpose of the conversion fee is to mitigate the loss of industrial land and facilities in conversion areas by generating funds for investment in receiving industrial corridors in order to preserve and enhance the City's industrial base, support new and expanding industrial uses, and ensure a stable future for manufacturing and industrial employment in Chicago. The Applicant is required to pay the conversion fee in full prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the conversion fee may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The amount of the conversion fee due prior to the issuance of a building permit shall be calculated based on the fee rate in effect at the time of payment. The Applicant shall record a notice against the Property to ensure that the requirements of the Industrial Corridor System Fund Ordinance are enforced in accordance with Section 16-8-100.

17. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of DPD shall initiate a zoning map amendment to rezone the Property to the DX-5 Downtown Mixed-Use District.

[Existing Zoning Map; Existing Land-Use Map; Boundary Area; Subarea B -- Level 1 Plan; Subarea B -- Typical Office Plan; Subarea B -- Roof Plan; Subarea B -- Typical Storefront Facade; Subarea B -- Level 2 Facade; Subarea B -- Typical Office Facade; Subarea B -- North, South, East and West Building Elevations; Subarea A -- Site/Landscape Plan; Subarea A -- Parking Plan; Subarea A -- Office Plan; Subarea A -- Terrace Plan; Subarea A -- Roof Plan; Subarea A -- North, South, East and West Building Elevations; Subarea A -- Typical Tower Façade; Subarea A -- Typical Parking Facade; Subarea A -- Typical Storefront Facade; Subarea A -- Typical Roof Facade; Site Plan and Ground Floor Plan; Grade Level Landscape Plan; Fifth Level Terrace Landscape Plan; Green Roof Diagram; and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 7909 through 7942 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:



*Business Planned Development No. \_\_\_\_\_.*

*Bulk Regulations And Data Table.*

Gross Site Area (square feet):	143,292
Subarea A:	68,740
Subarea B:	32,509
Subarea C:	42,043
Area of Public Rights-of-Way (square feet):	37,369
Subarea A:	22,437
Subarea B:	6,292
Subarea C:	8,640
Net Site Area (square feet):	105,923
Subarea A:	46,303
Subarea B:	26,217
Subarea C:	33,403
Maximum Floor Area Ratio:	8.10 (857,976 square feet)
Subarea A:	11.58 (536,251 square feet)



Subarea B: 8.10 (212,358 square feet)

Subarea C: 3.27 (109,367 square feet)

Minimum Accessory Off-Street  
Parking Spaces:

Subarea A: 137

Subarea B: 34

Subarea C: 30

Minimum Off-Street Loading  
Spaces:

Subarea A: (3) 10 feet by 25 feet

Subarea B: (2) 10 feet by 25 feet

Subarea C: (2) 10 feet by 25 feet

Maximum Building Height:

Subarea A: 288 feet, 0 inches

Subarea B: 178 feet, 0 inches

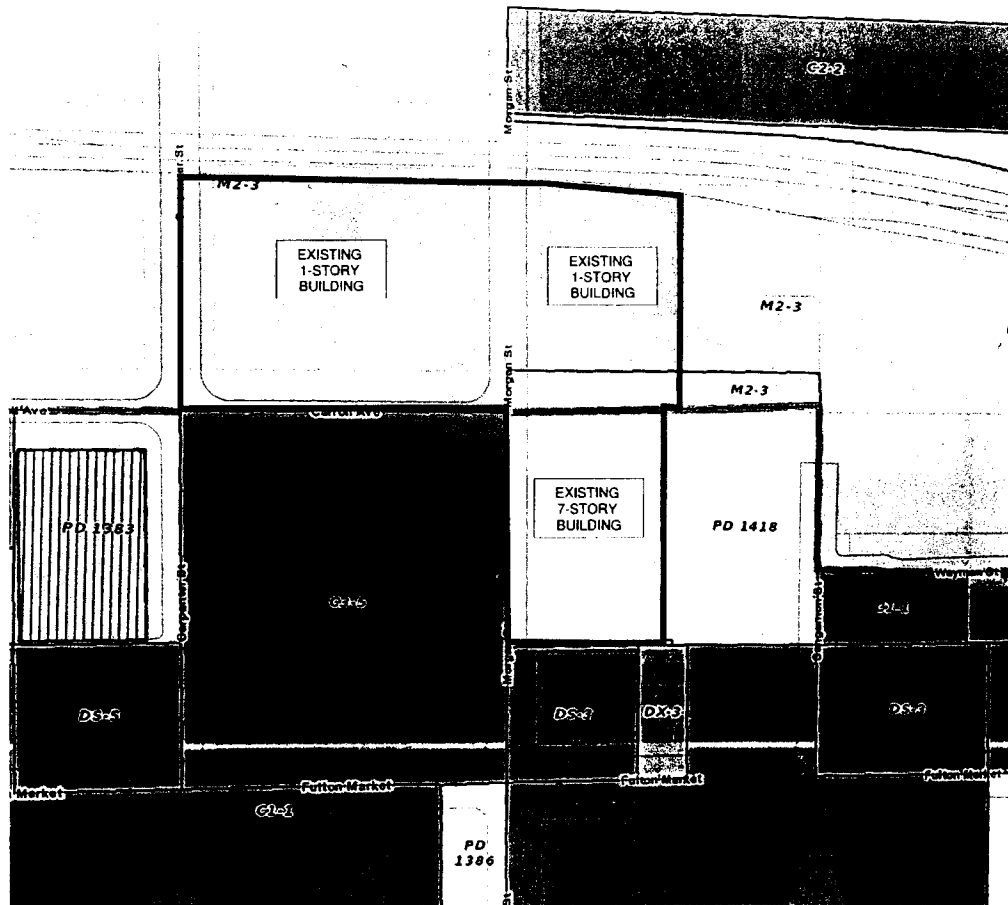
Subarea C: 85 feet, 0 inches

Minimum Setbacks: In conformance with the Plans



## EXISTING ZONING MAP

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ECKENHOFF SAUNDERS

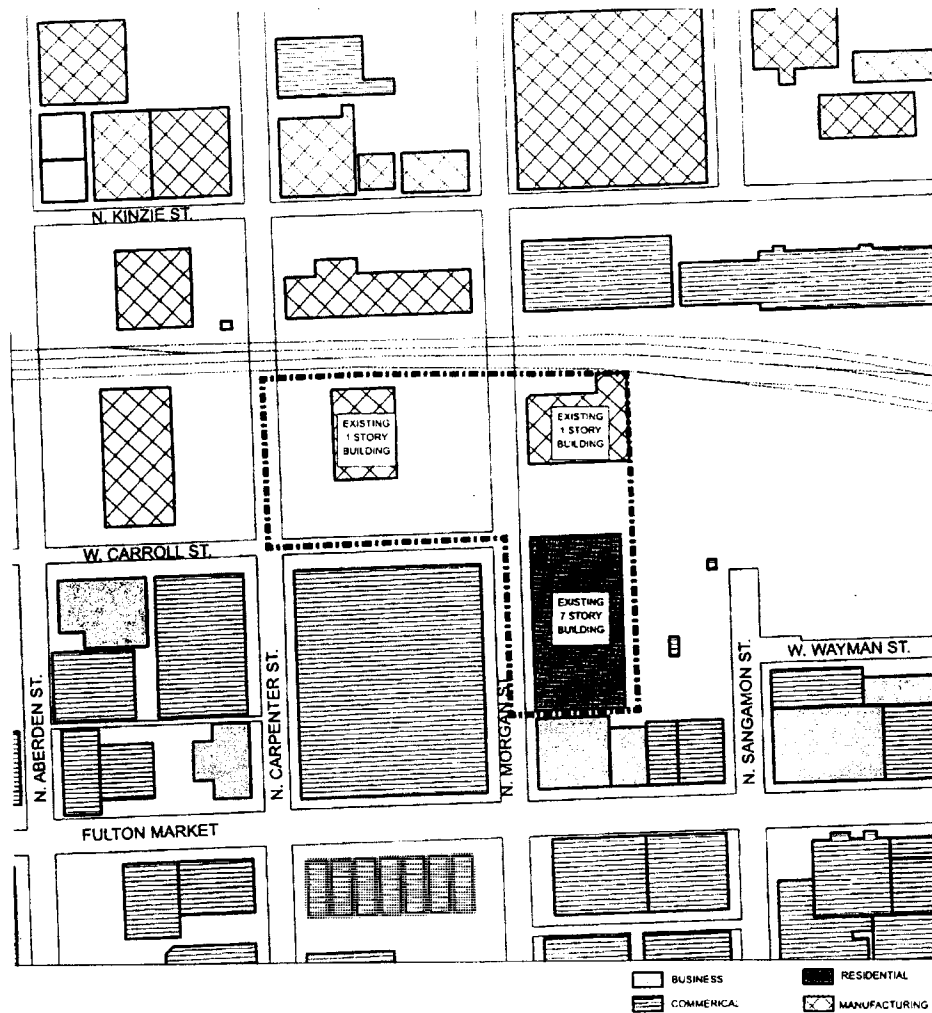


APPLICANT: 345 N MORGAN, 1000 W  
CARROLL, 311 N MORGAN  
ADDRESS: 345 N MORGAN Chicago, IL 60607  
DATE: March 13, 2019  
REVISED: September 19, 2019



Final for Publication

## EXISTING LAND USE MAP



EXISTING LAND USE MAP

ECKENHOFF SAUNDERS

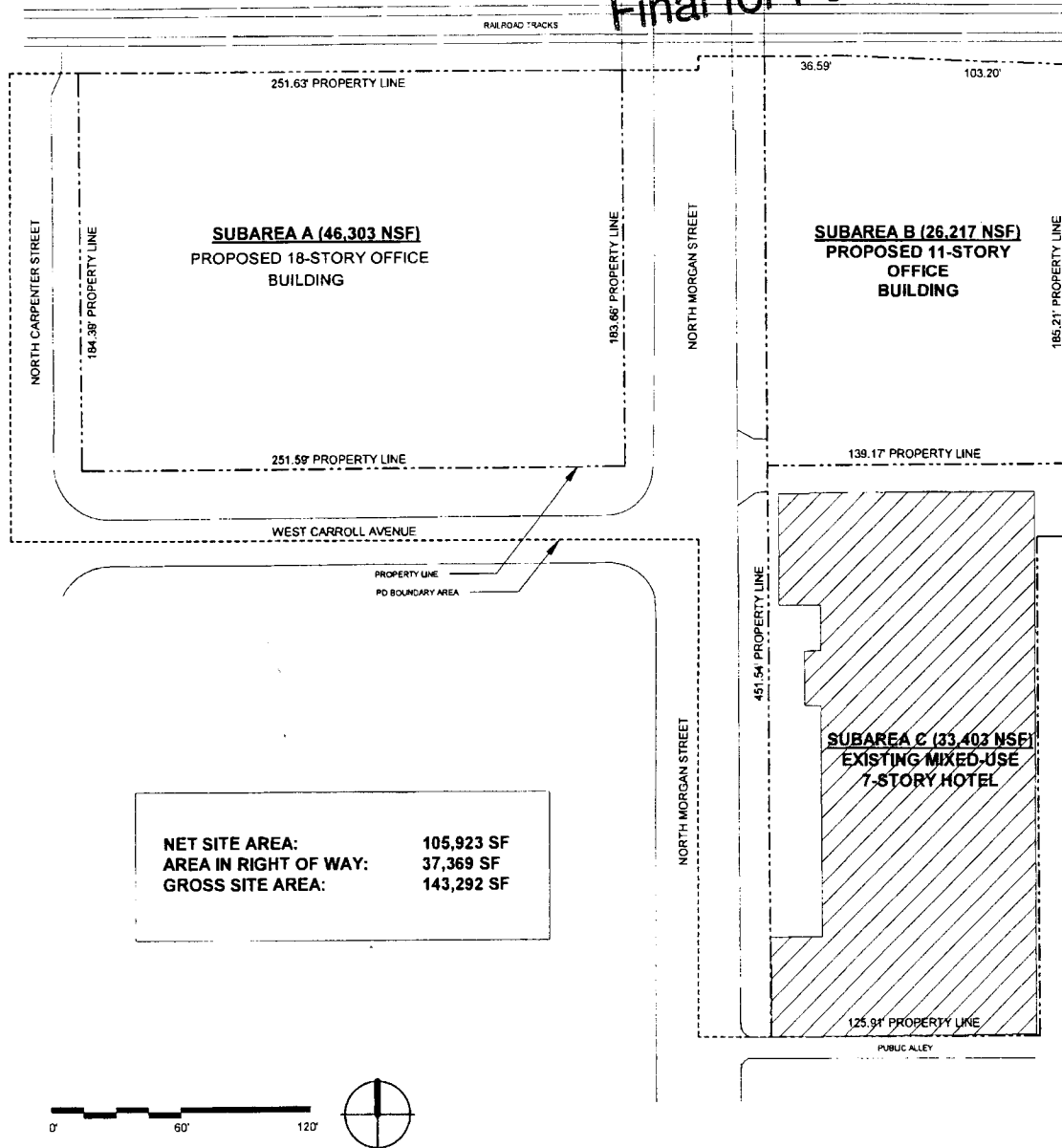


APPLICANT: 345 N MORGAN, 1000 W  
 CARROLL, 311 N MORGAN  
 ADDRESS: 345 N MORGAN Chicago, IL 60607  
 DATE: March 13, 2019  
 REVISED: September 19, 2019



# **PLANNED DEVELOPMENT BOUNDARY AREA**

*Final for Publication*



ECKENHOFF SAUNDERS

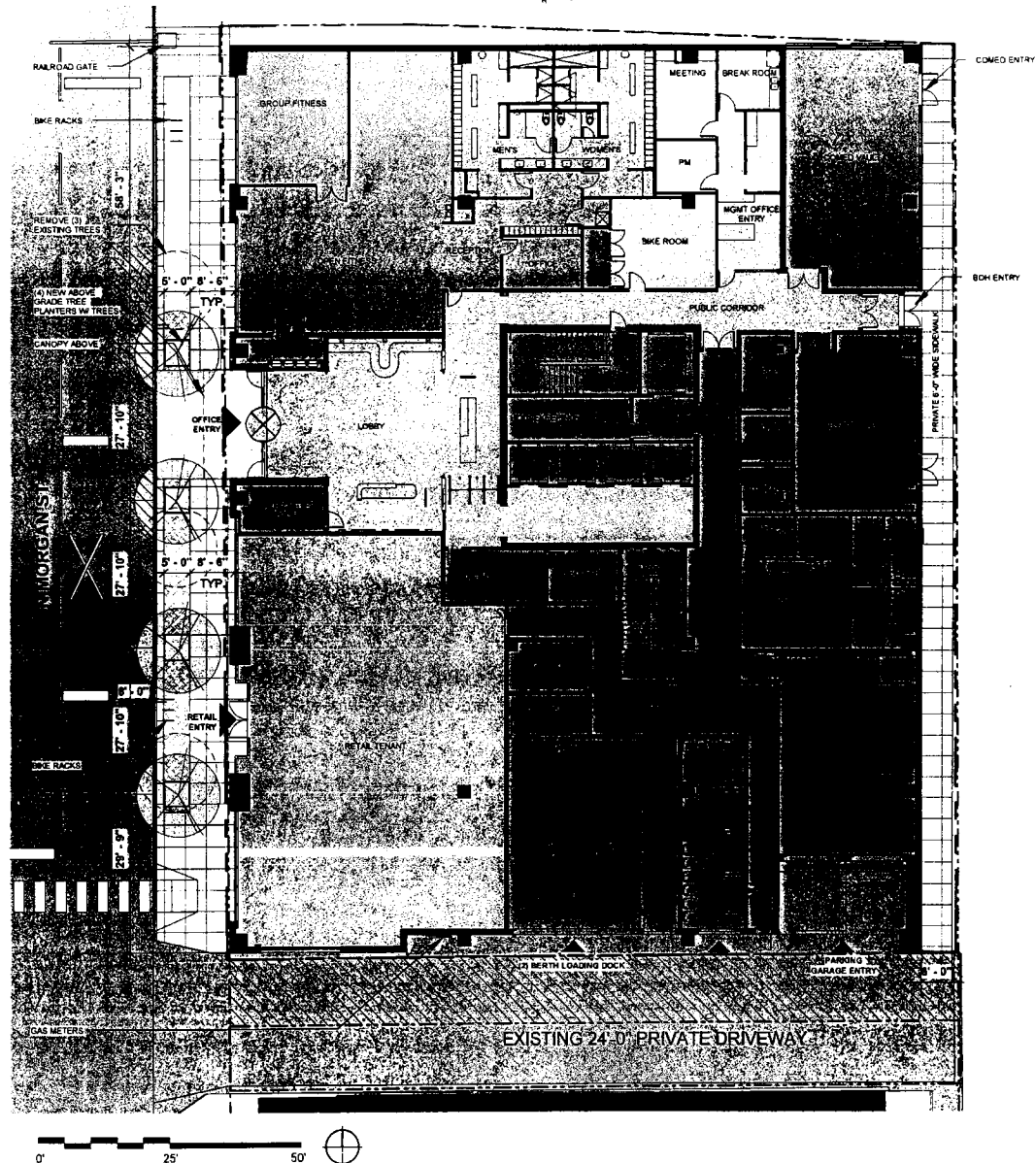


APPLICANT: 345 N MORGAN, 1000 W  
CARROLL, 311 N MORGAN  
ADDRESS: 345 N MORGAN Chicago, IL 60607  
DATE: March 13, 2019  
REVISED: September 19, 2019



## SUBAREA B - Level 1 Plan

Final for Publication

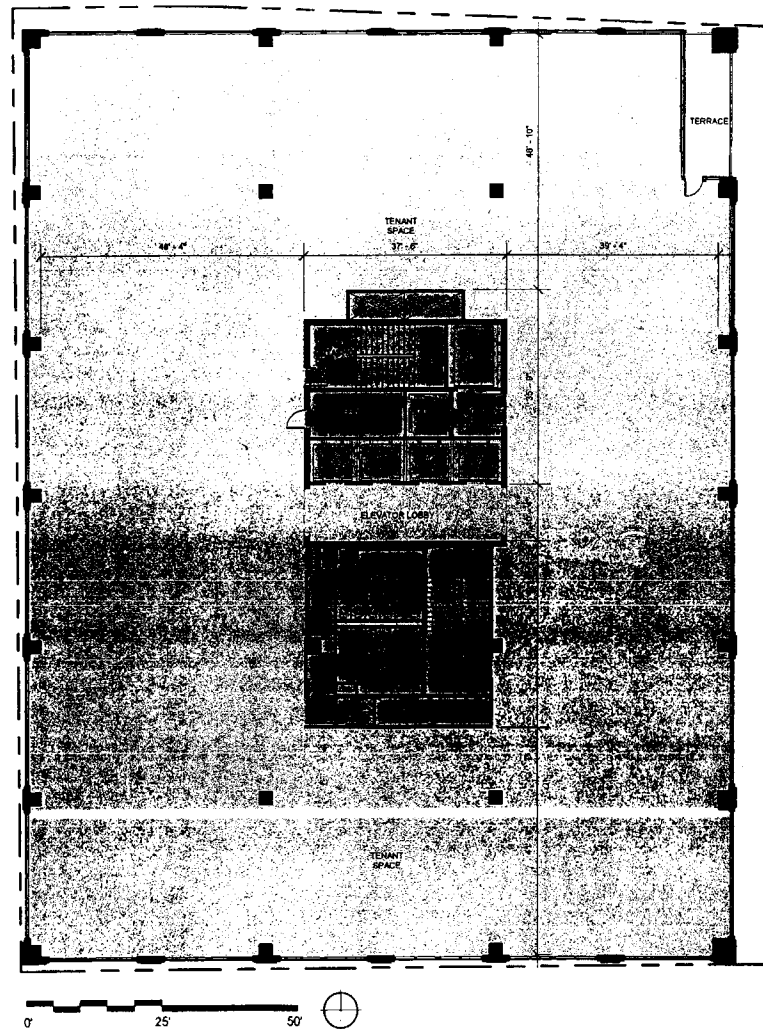


ECKENHOFF SAUNDERS



APPLICANT: 345 N MORGAN, 1000 W  
CARROLL, 311 N MORGAN  
ADDRESS: 345 N MORGAN Chicago, IL 60607  
DATE: March 13, 2019  
REVISED: September 19, 2019



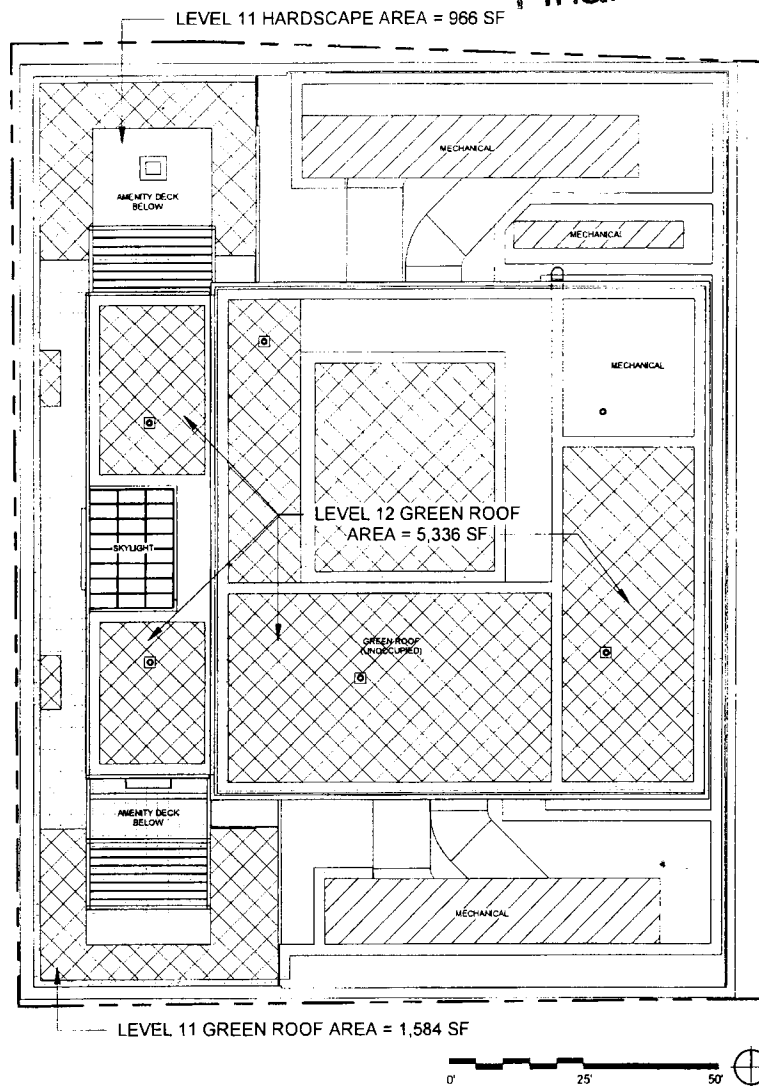
**SUBAREA B - Typical Office Plan***Final for Publication*

ECKENHOFF SAUNDERS



APPLICANT: 345 N MORGAN, 1000 W  
CARROLL, 311 N MORGAN  
ADDRESS: 345 N MORGAN Chicago, IL 60607  
DATE: March 13, 2019  
REVISED: September 19, 2019



**SUBAREA B - Roof Plan****Final for Publication**

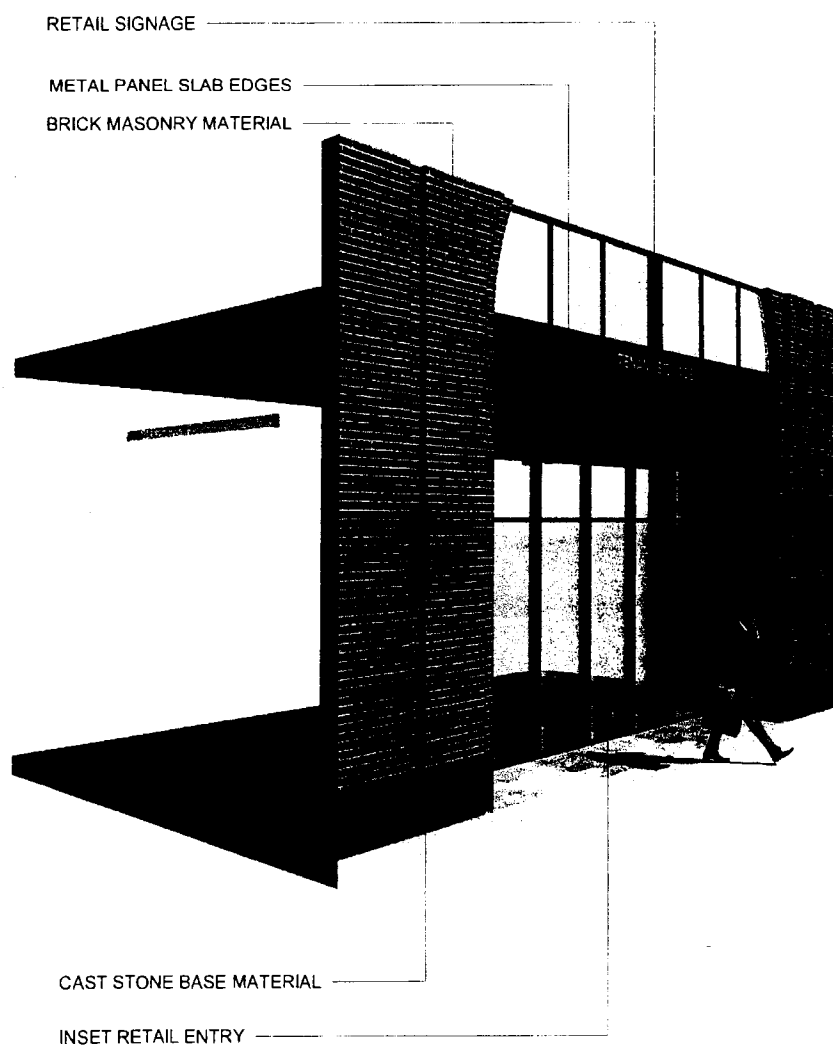
Total Non-Mechanical Roof Area = 15,563 SF  
 Total Green Roof Area = 7,886 SF  
**Green Roof Area > 50% of Total Non-Mechanical Roof Area**

ECKENHOFF SAUNDERS



APPLICANT: 345 N MORGAN, 1000 W  
 CARROLL, 311 N MORGAN  
 ADDRESS: 345 N MORGAN Chicago, IL 60607  
 DATE: March 13, 2019  
 REVISED: September 19, 2019



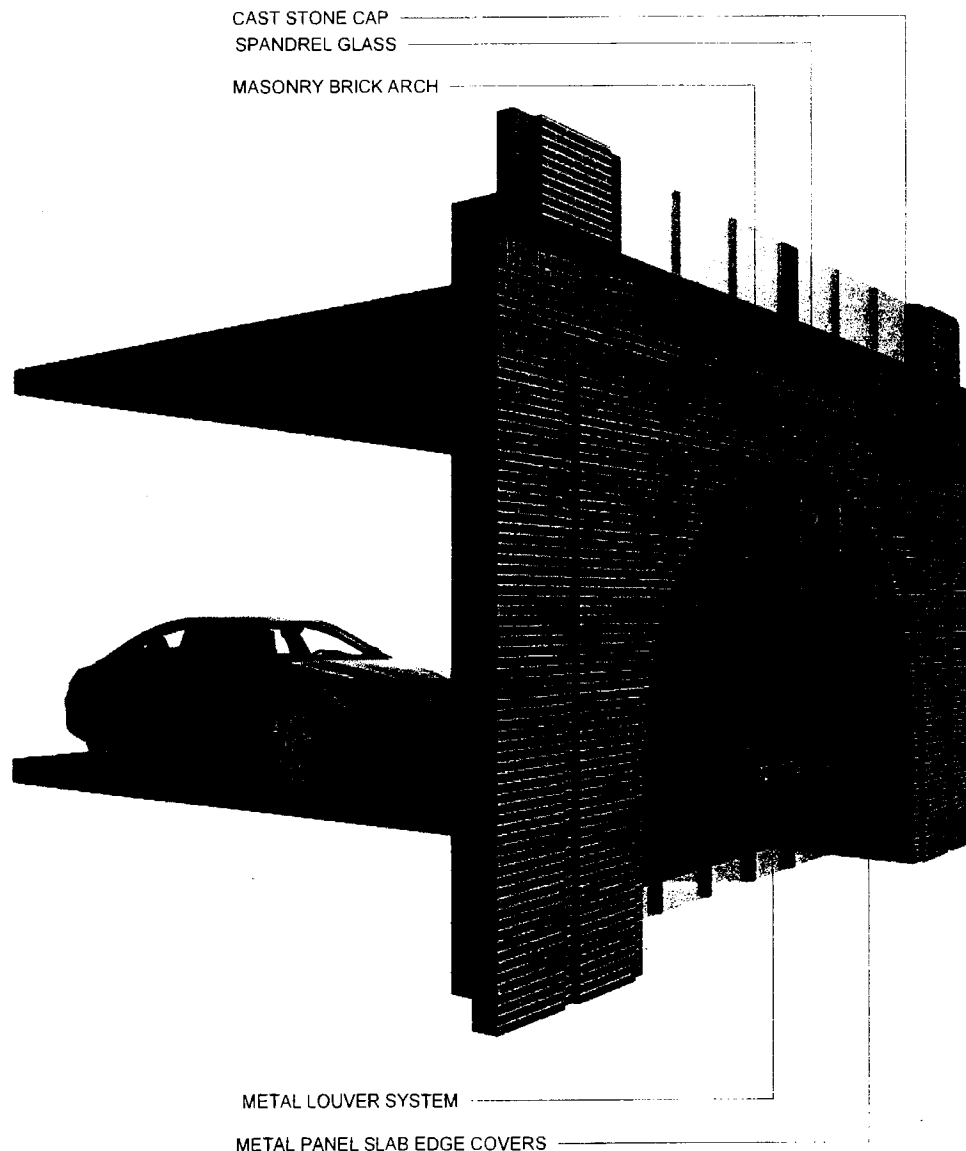
**SUBAREA B - Typical Storefront Facade****Final for Publication**

ECKENHOFF SAUNDERS



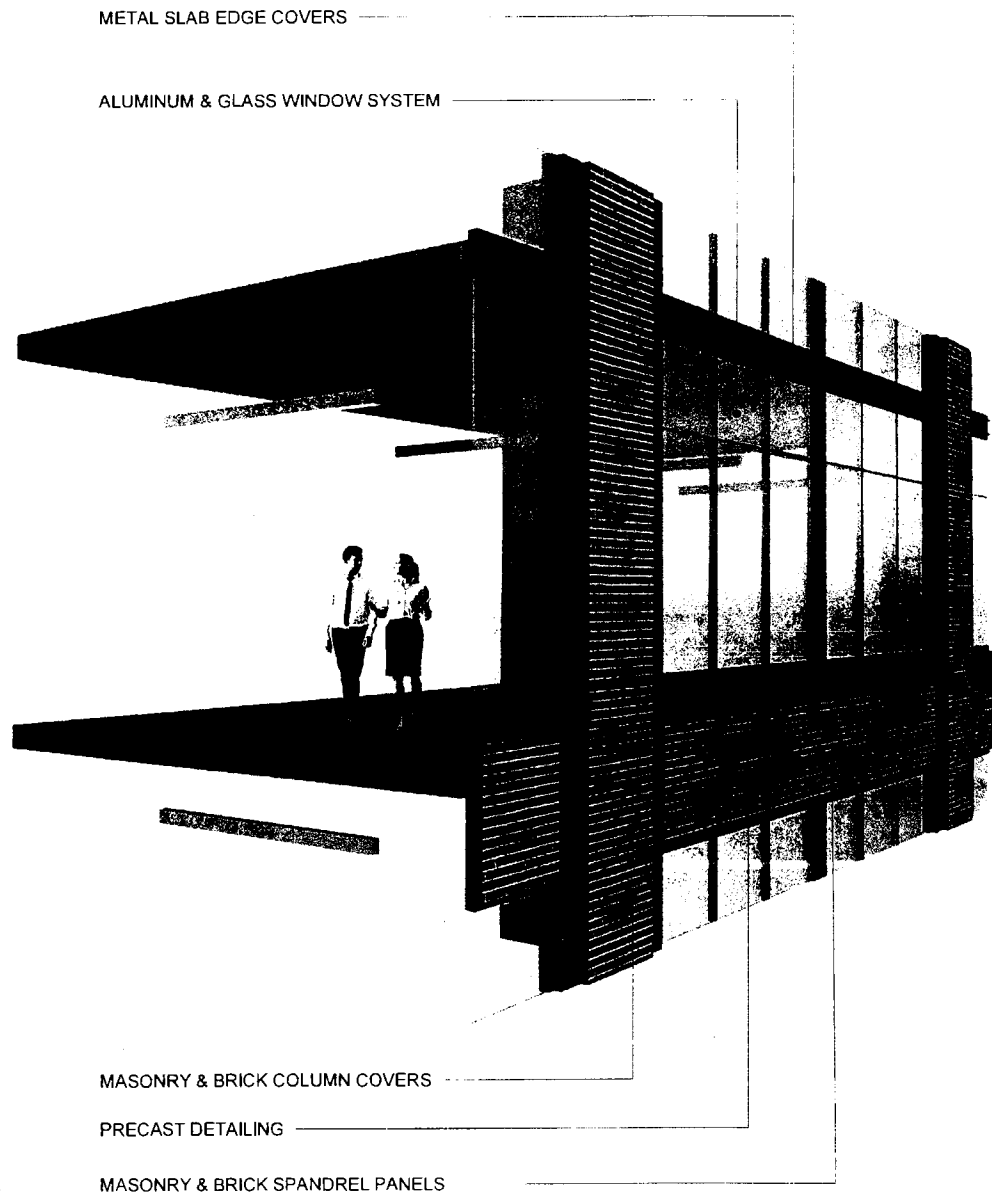
APPLICANT: 345 N MORGAN, 1000 W  
CARROLL, 311 N MORGAN  
ADDRESS: 345 N MORGAN Chicago, IL 60607  
DATE: March 13, 2019  
REVISED: September 19, 2019



**SUBAREA B - Level 2 Facade****Final for Publication****ECKENHOFF SAUNDERS**

APPLICANT: 345 N MORGAN, 1000 W  
CARROLL, 311 N MORGAN  
ADDRESS: 345 N MORGAN Chicago, IL 60607  
DATE: March 13, 2019  
REVISED: September 19, 2019



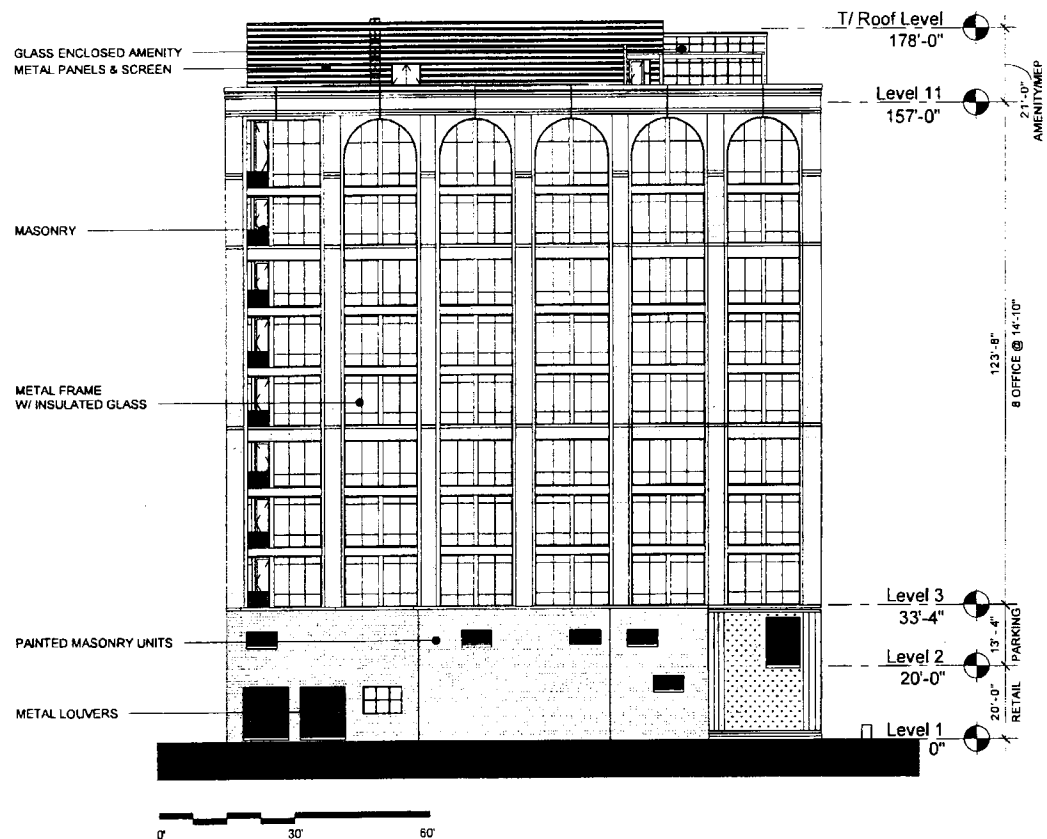
**SUBAREA B - Typical Office Facade****Final for Publication****ECKENHOFF SAUNDERS**

APPLICANT: 345 N MORGAN, 1000 W  
CARROLL, 311 N MORGAN  
ADDRESS: 345 N MORGAN Chicago, IL 60607  
DATE: March 13, 2019  
REVISED: September 19, 2019



## SUBAREA B - North Elevation

## Final for Publication



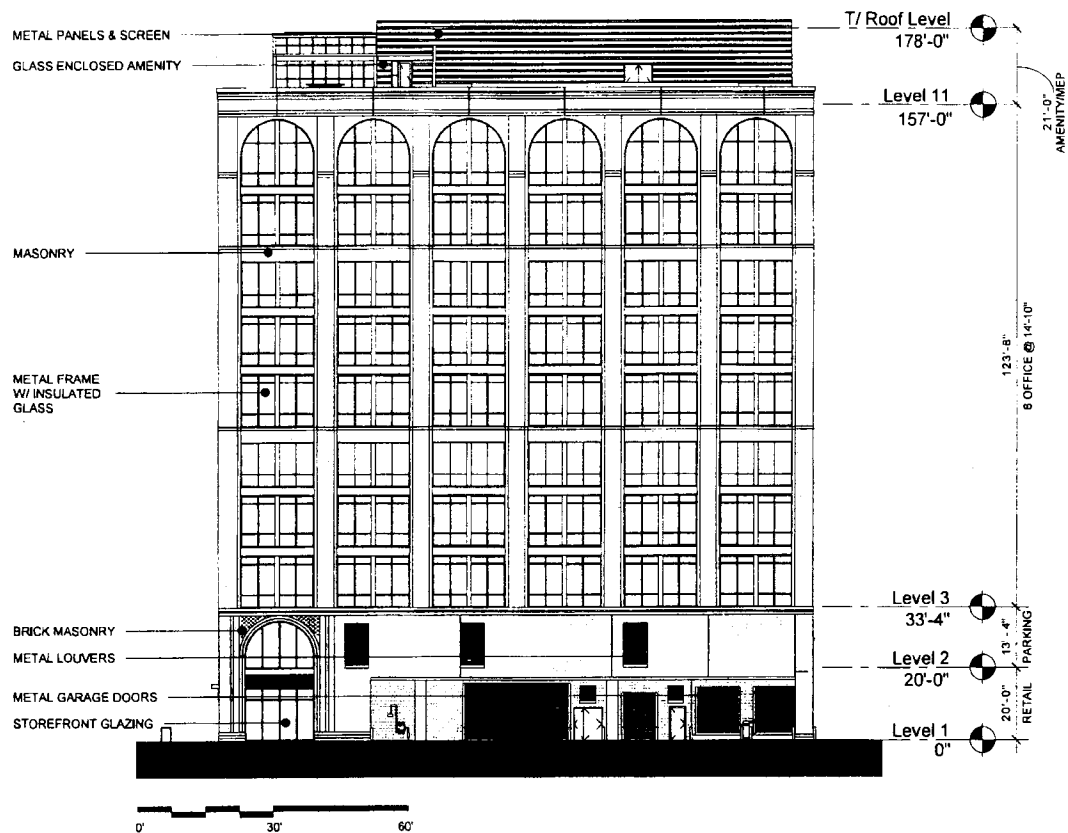
ECKENHOFF SAUNDERS



APPLICANT: 345 N MORGAN, 1000 W  
 CARROLL, 311 N MORGAN  
 ADDRESS: 345 N MORGAN Chicago, IL 60607  
 DATE: March 13, 2019  
 REVISED: September 19, 2019



# SUBAREA B - South Elevation      Final for Publication



ECKENHOFF SAUNDERS

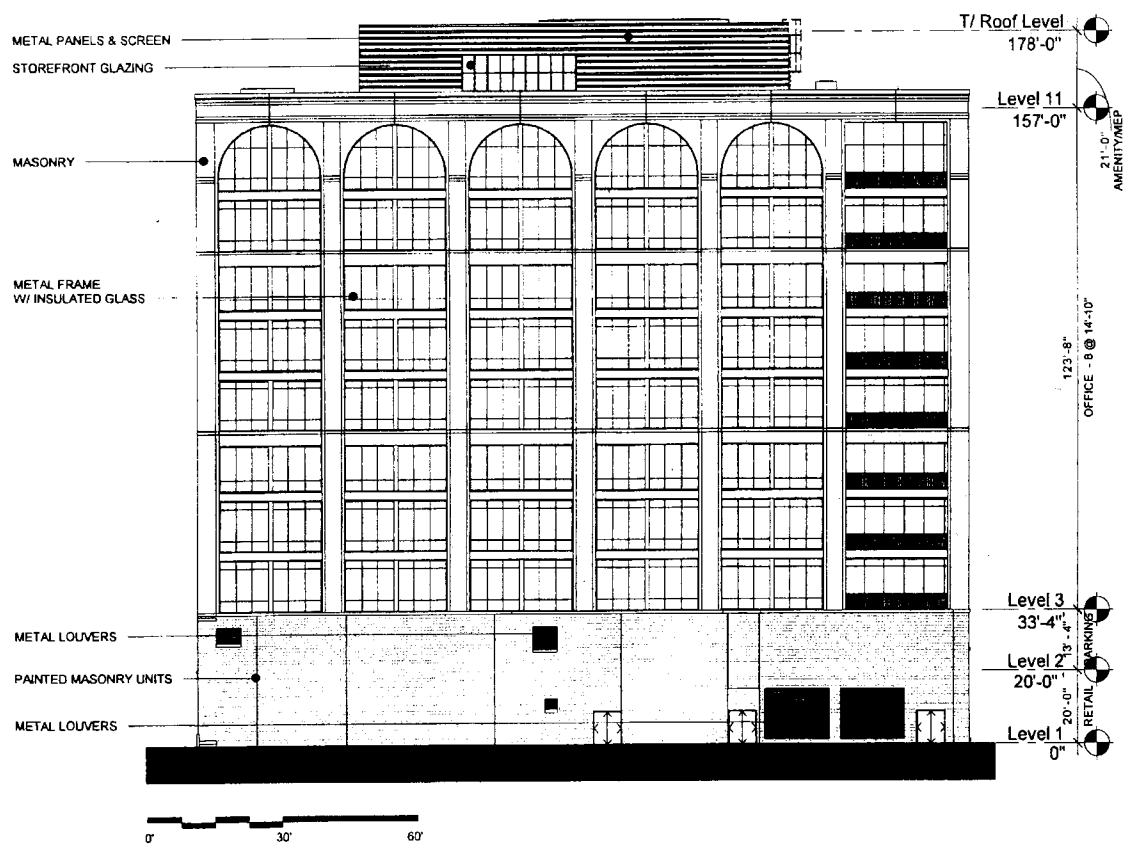


APPLICANT: 345 N MORGAN, 1000 W  
 CARROLL, 311 N MORGAN  
 ADDRESS: 345 N MORGAN Chicago, IL 60607  
 DATE: March 13, 2019  
 REVISED: September 19, 2019



## SUBAREA B - East Elevation

Final for Publication

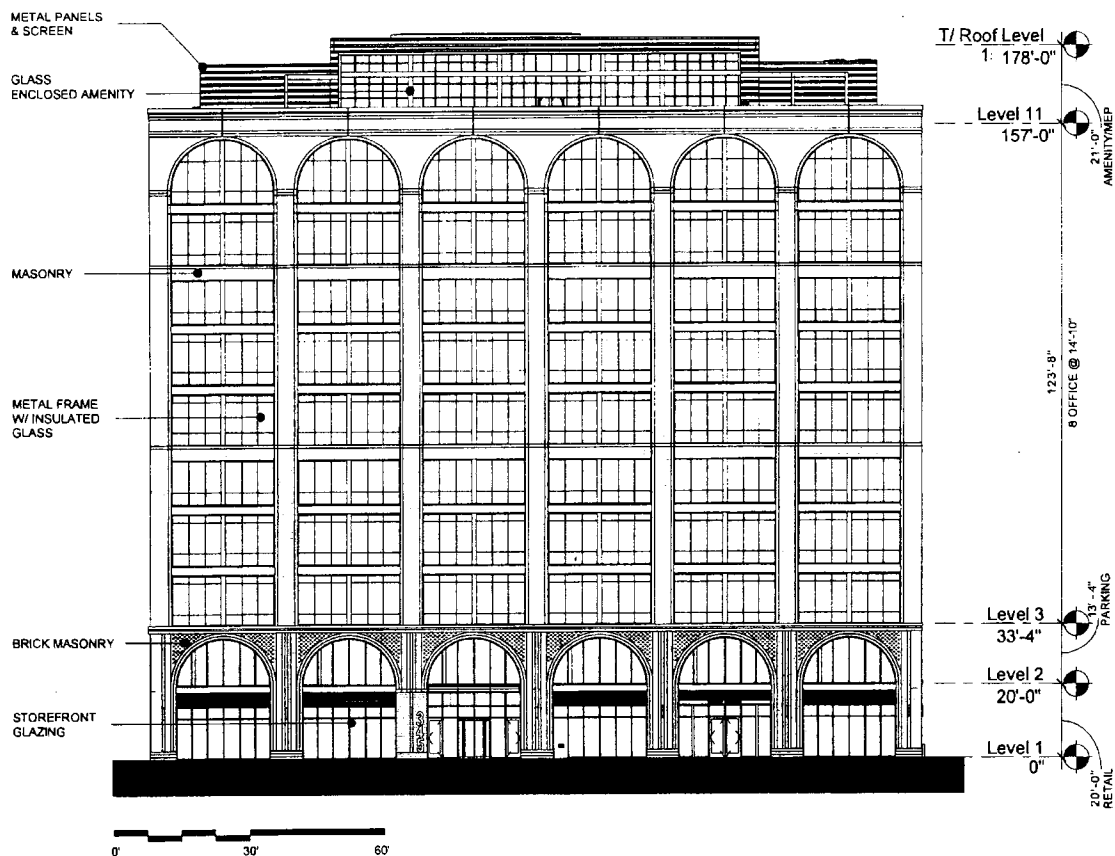


ECKENHOFF SAUNDERS



APPLICANT: 345 N MORGAN, 1000 W  
 CARROLL, 311 N MORGAN  
 ADDRESS: 345 N MORGAN Chicago, IL 60607  
 DATE: March 13, 2019  
 REVISED: September 19, 2019



**SUBAREA B - West Elevation****Final for Publication**

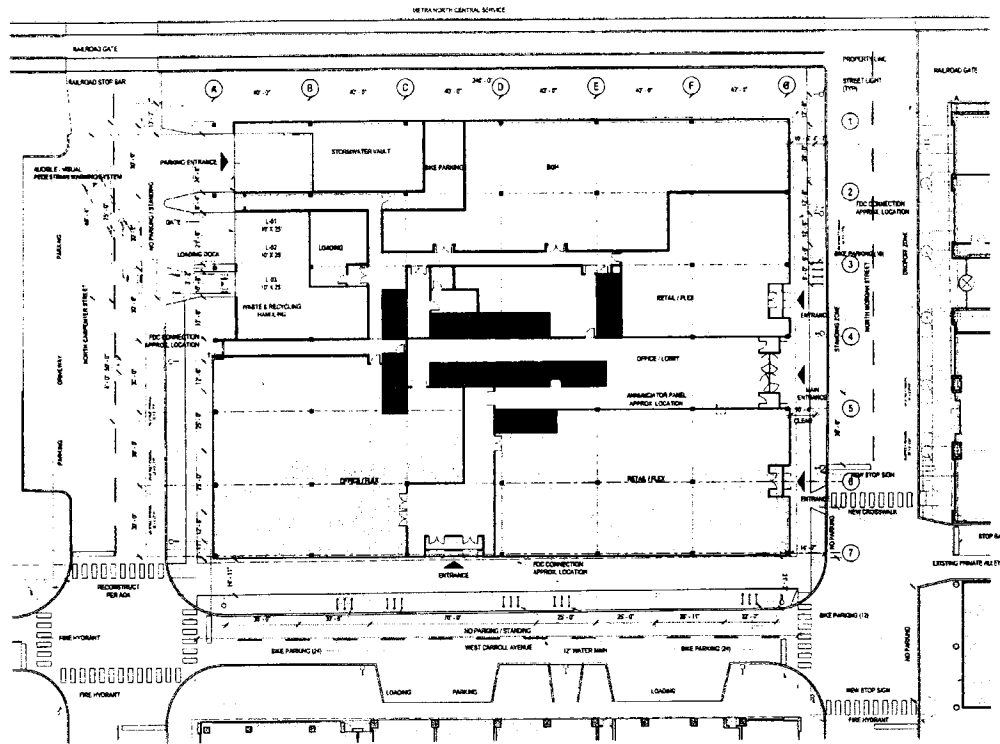
ECKENHOFF SAUNDERS



APPLICANT: 345 N MORGAN, 1000 W  
CARROLL, 311 N MORGAN  
ADDRESS: 345 N MORGAN Chicago, IL 60607  
DATE: March 13, 2019  
REVISED: September 19, 2019



Final for Publication



## SUBAREA A

### SITE / LANDSCAPE PLAN

0 10' 20' 50' 100'

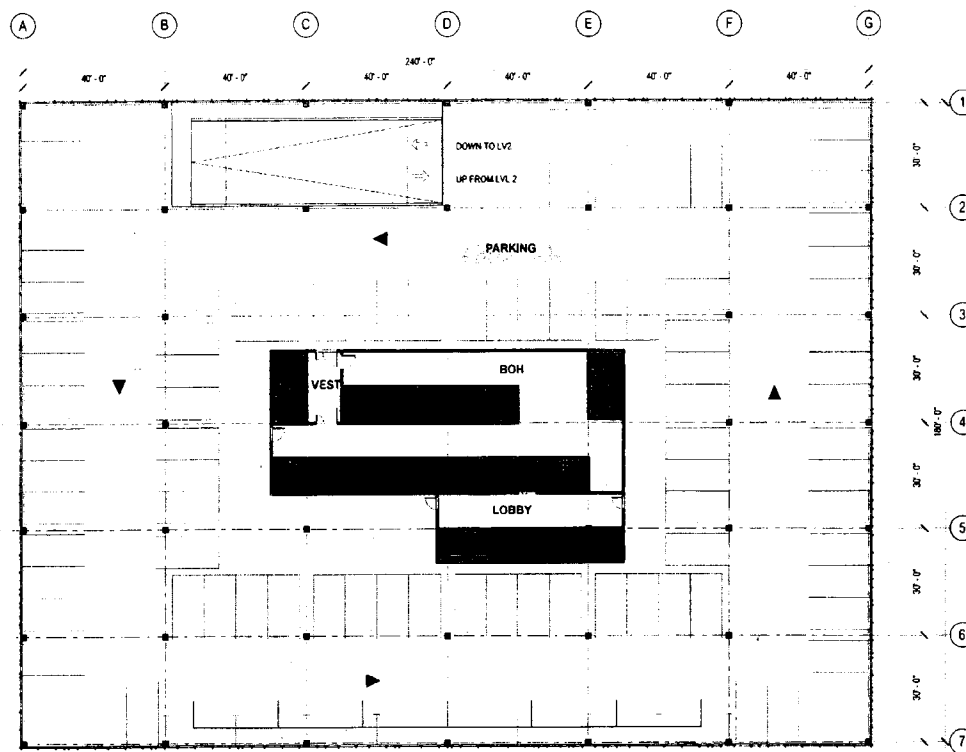


Applicant: 345 N. Morgan LLC  
 Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
 Introduced: March 13, 2019  
 Plan Commission: September 19, 2019





## Final for Publication



## SUBAREA A

## PARKING PLAN

0 10' 20' 50'

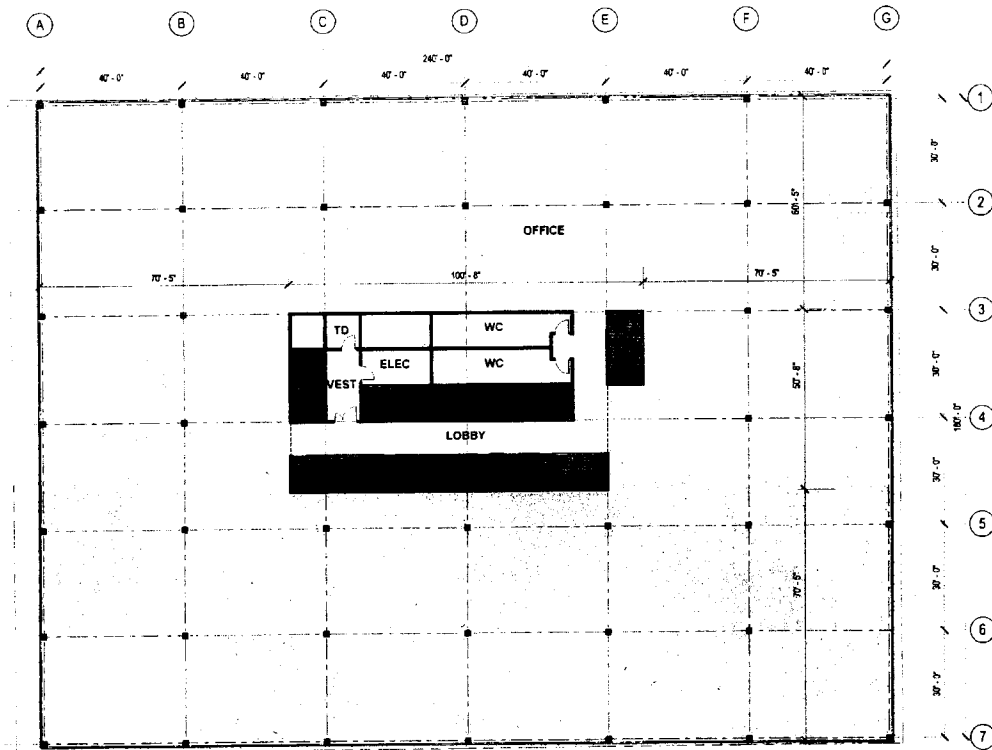


Applicant: 345 N. Morgan LLC  
Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
Introduced: March 13, 2019  
Plan Commission: September 19, 2019





## Final for Publication



## SUBAREA A

## OFFICE PLAN

0 10' 20' 50'

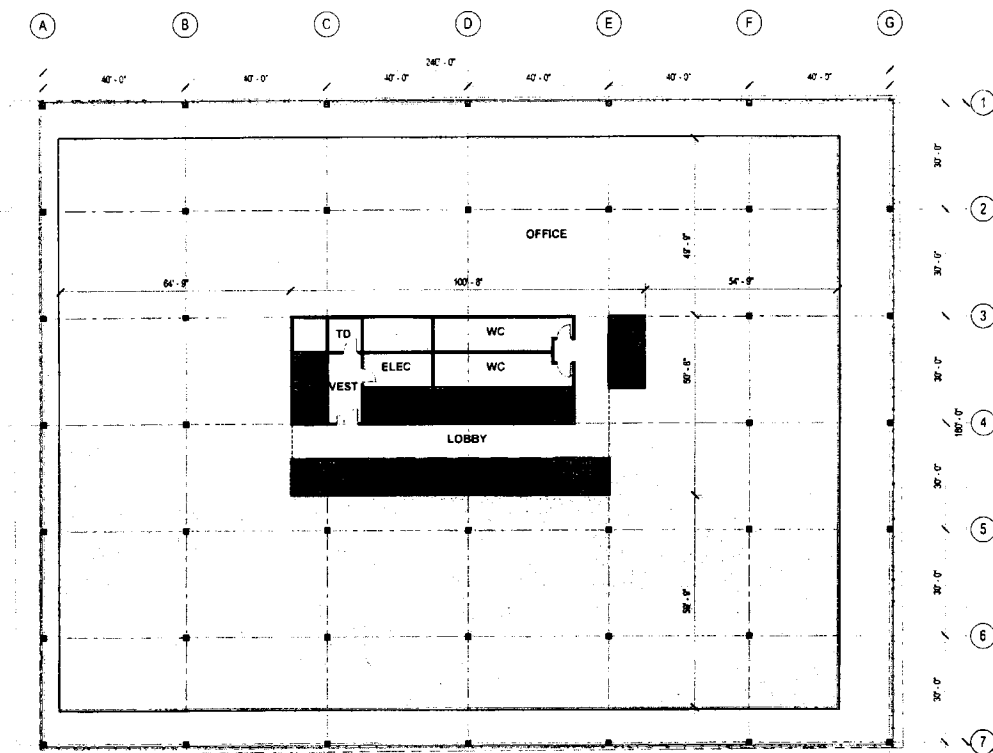


Applicant: 345 N. Morgan LLC  
 Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
 Introduced: March 13, 2019  
 Plan Commission: September 19, 2019





## Final for Publication



## SUBAREA A

## TERRACE PLAN

0 10' 20' 50'

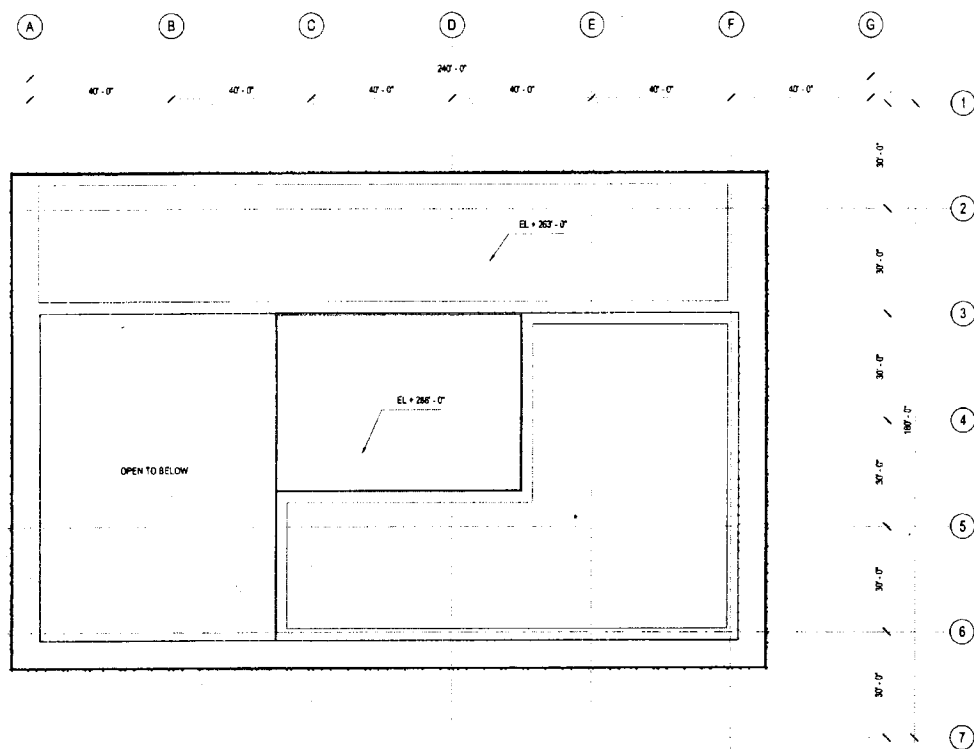


Applicant: 345 N. Morgan LLC  
Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
Introduced: March 13, 2019  
Plan Commission: September 19, 2019





## Final for Publication



## SUBAREA A

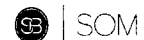
TOTAL NON-MECHANICAL ROOF AREA= 11,510 SF  
 TOTAL GREEN ROOF AREA= 7,140 SF  
 GREEN ROOF AREA > 50% TOTAL NON-MECHANICAL ROOF AREA

## ROOF PLAN

0 10' 20' 50'

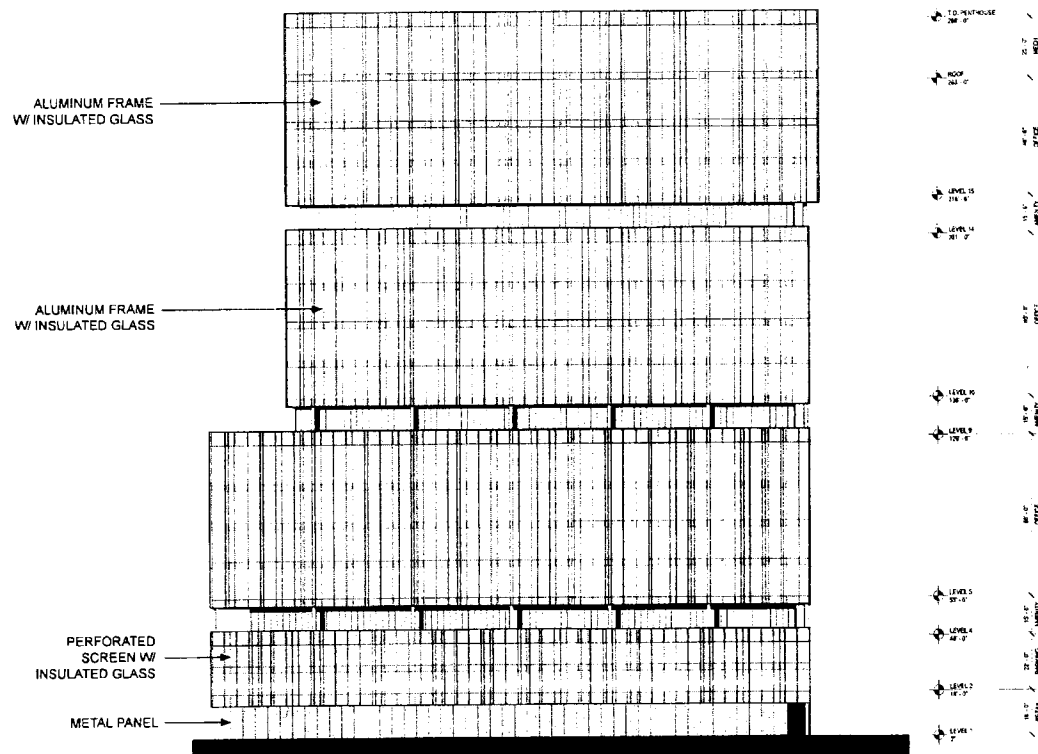


Applicant: 345 N. Morgan LLC  
 Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
 Introduced: March 13, 2019  
 Plan Commission: September 19, 2019





# Final for Publication



## SUBAREA A

### NORTH ELEVATION

0 10' 20' 50' 100'

Applicant: 345 N. Morgan LLC  
 Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
 introduced: March 13, 2019  
 Plan Commission: September 19, 2019

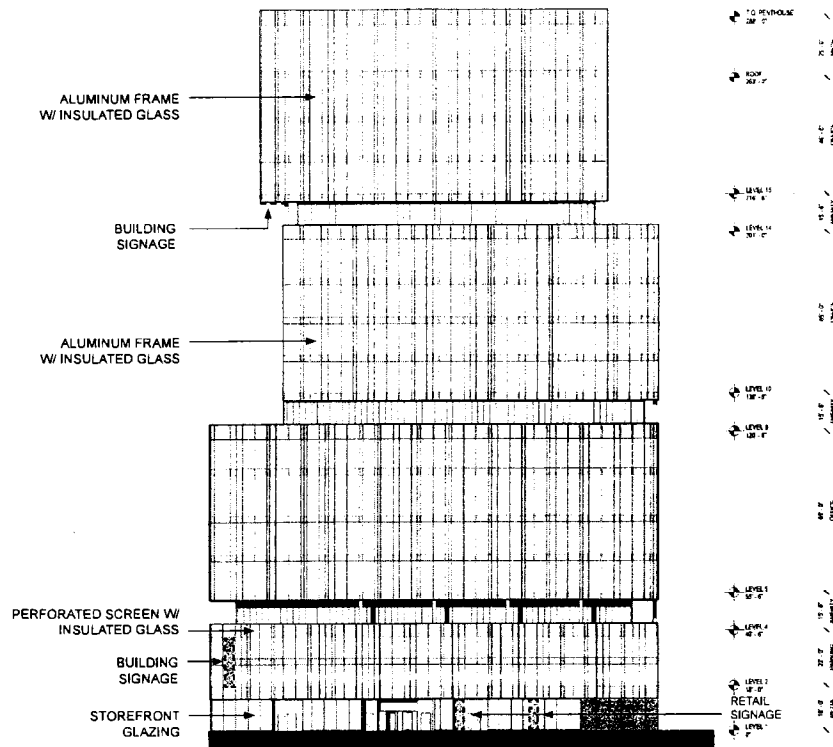








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## SUBAREA A

### EAST ELEVATION

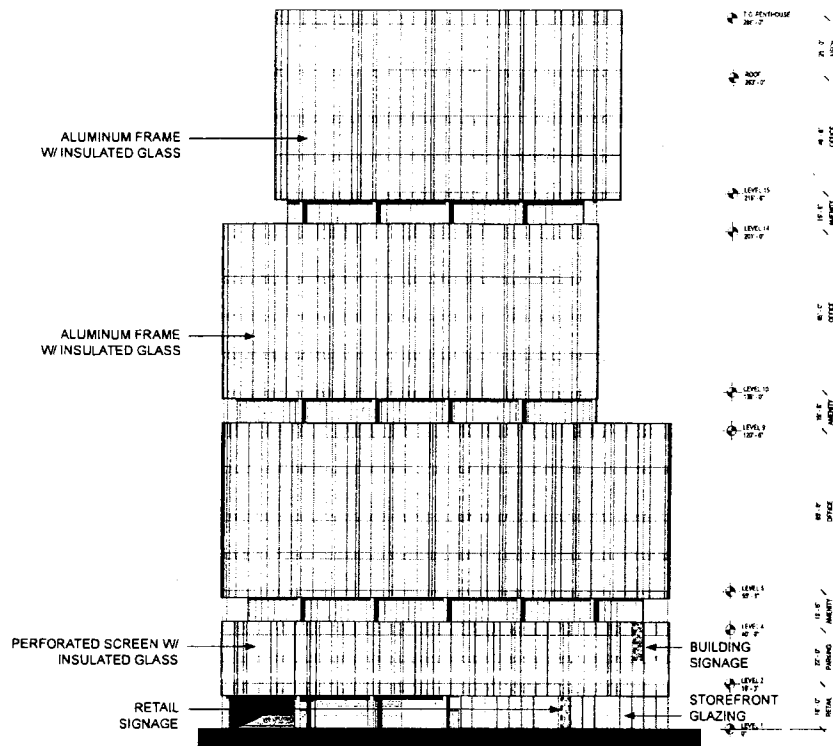
0 10' 20' 50' 100'

Applicant: 345 N. Morgan LLC  
 Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
 Introduced: March 13, 2019  
 Plan Commission: September 19, 2019





Final for Publication



## SUBAREA A

### WEST ELEVATION

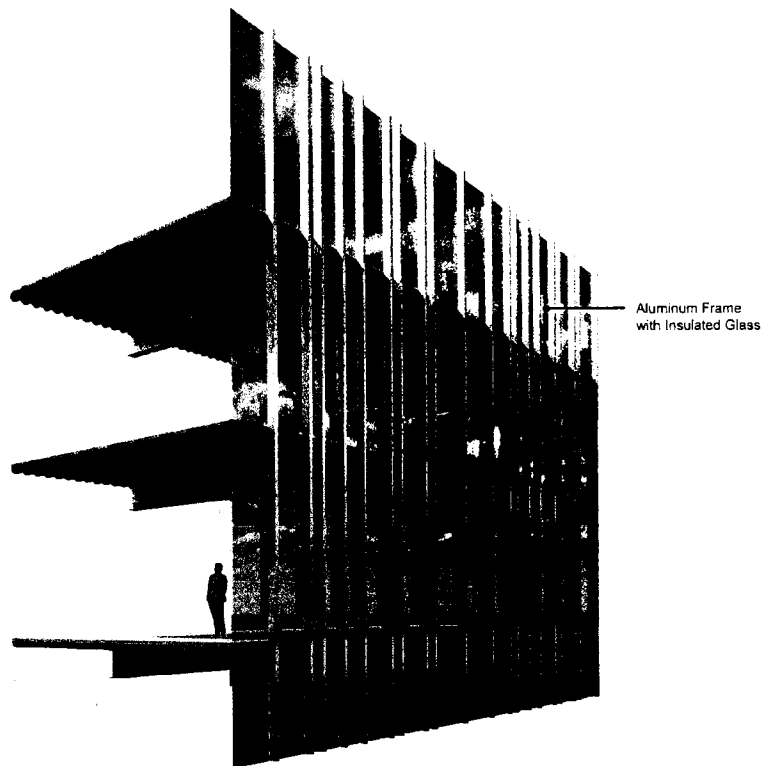
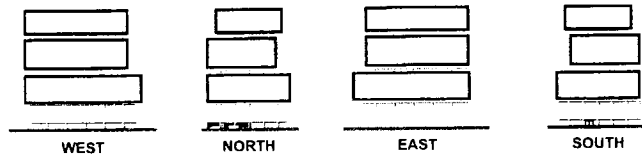
0 10' 20' 50' 100'

Applicant: 345 N. Morgan LLC  
 Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
 Introduced: March 13, 2019  
 Plan Commission: September 19, 2019





## Final for Publication



## SUBAREA A

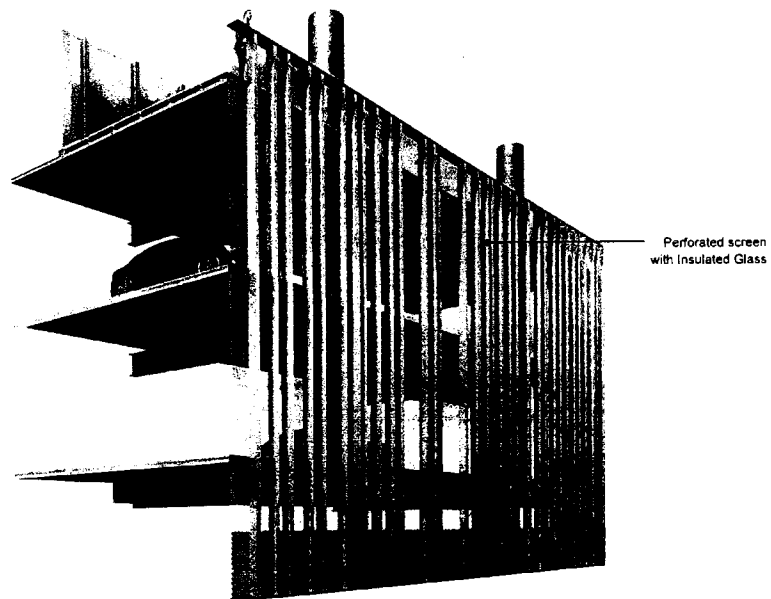
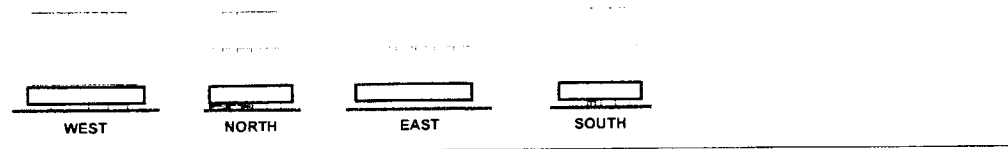
## TYPICAL TOWER FACADE

Applicant: 345 N. Morgan LLC  
Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
Introduced: March 13, 2019  
Plan Commission: September 19, 2019





## Final for Publication



## SUBAREA A

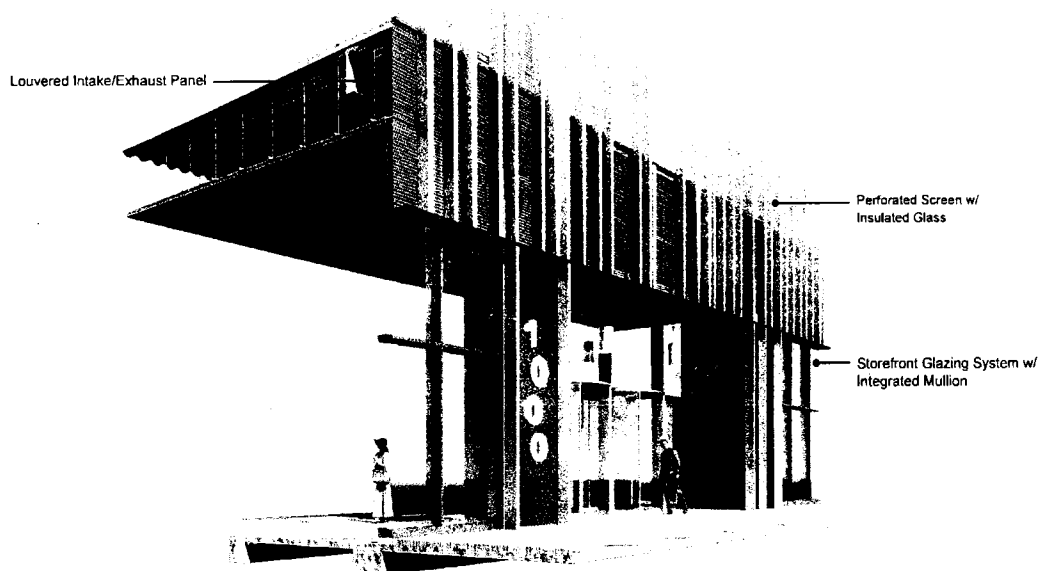
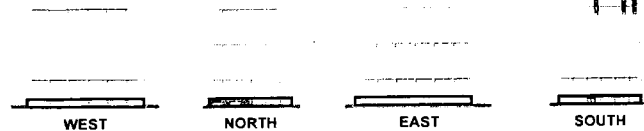
## TYPICAL PARKING FACADE

Applicant: 345 N. Morgan LLC  
Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
Introduced: March 13, 2019  
Plan Commission: September 19, 2019





Final for Publication



## SUBAREA A

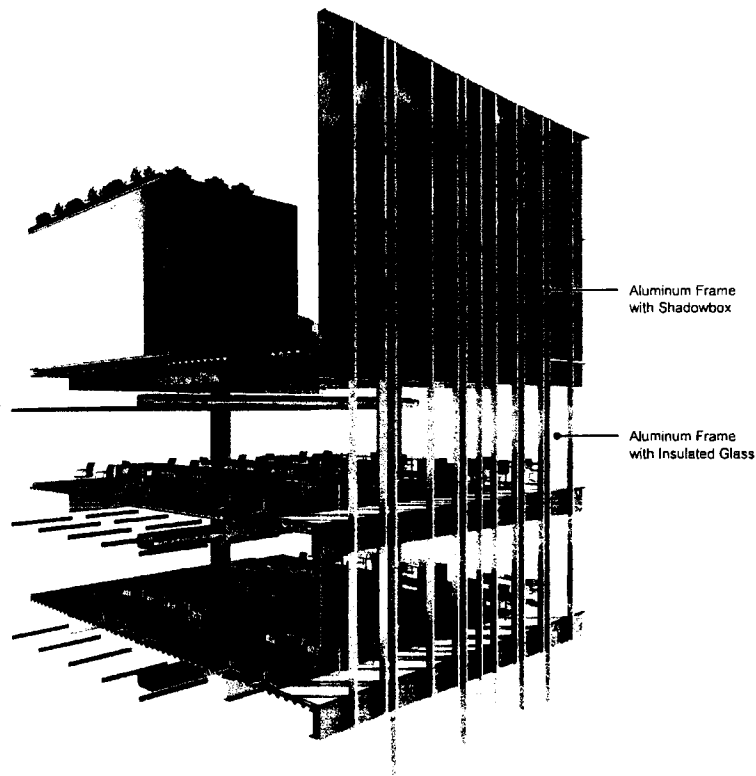
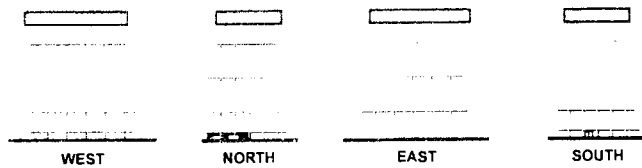
### TYPICAL STOREFRONT FACADE

Applicant: 345 N. Morgan LLC  
Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
Introduced: March 13, 2019  
Plan Commission: September 19, 2019





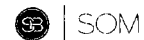
Final for Publication



## SUBAREA A

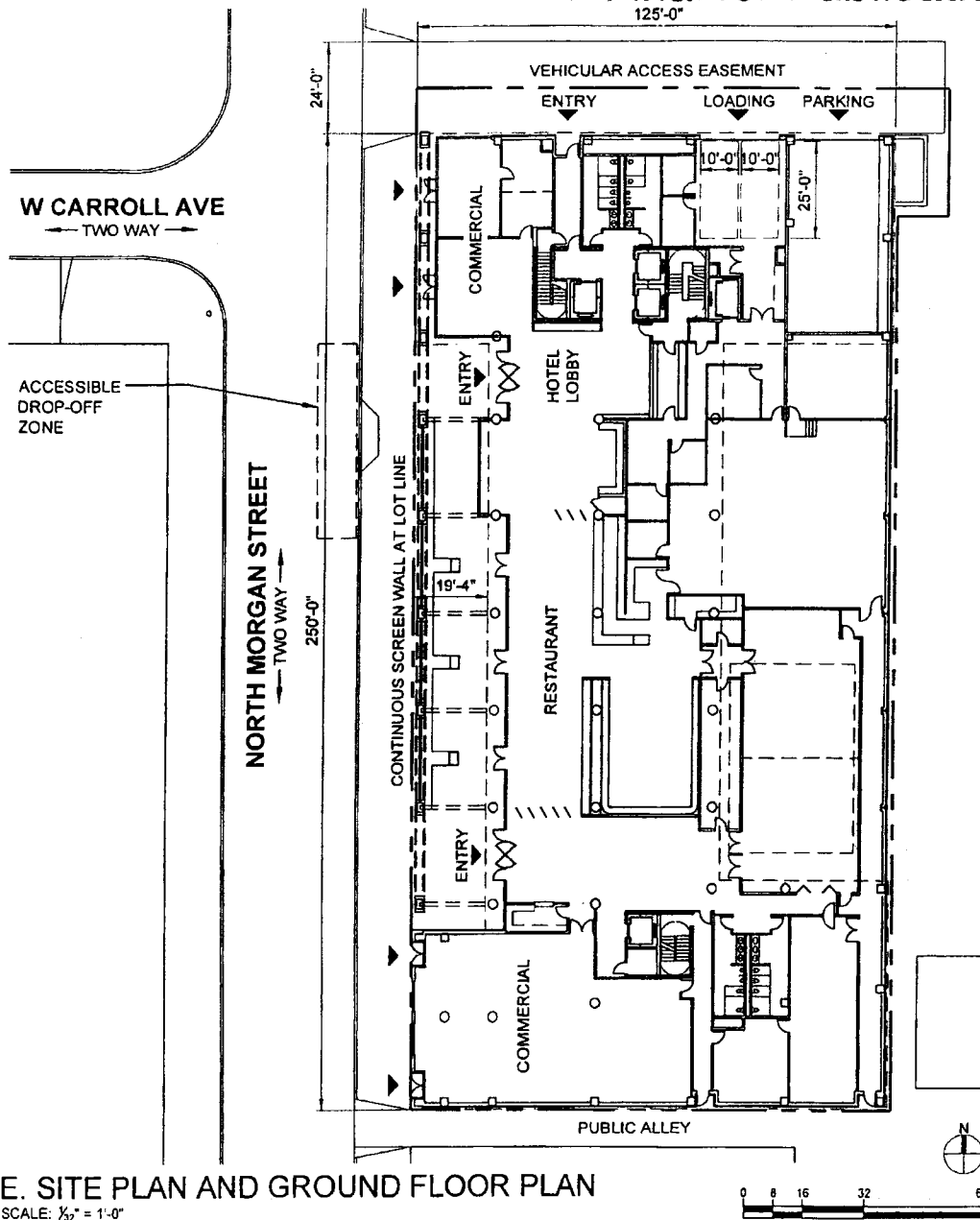
### TYPICAL ROOF FACADE

Applicant: 345 N. Morgan LLC  
Address: 1000 West Carroll / 345 North Morgan / 311 North Morgan  
Introduced: March 13, 2019  
Plan Commission: September 19, 2019





Final for Publication



## E. SITE PLAN AND GROUND FLOOR PLAN

SCALE:  $\frac{1}{32}'' = 1'-0''$ 

311 NORTH MORGAN

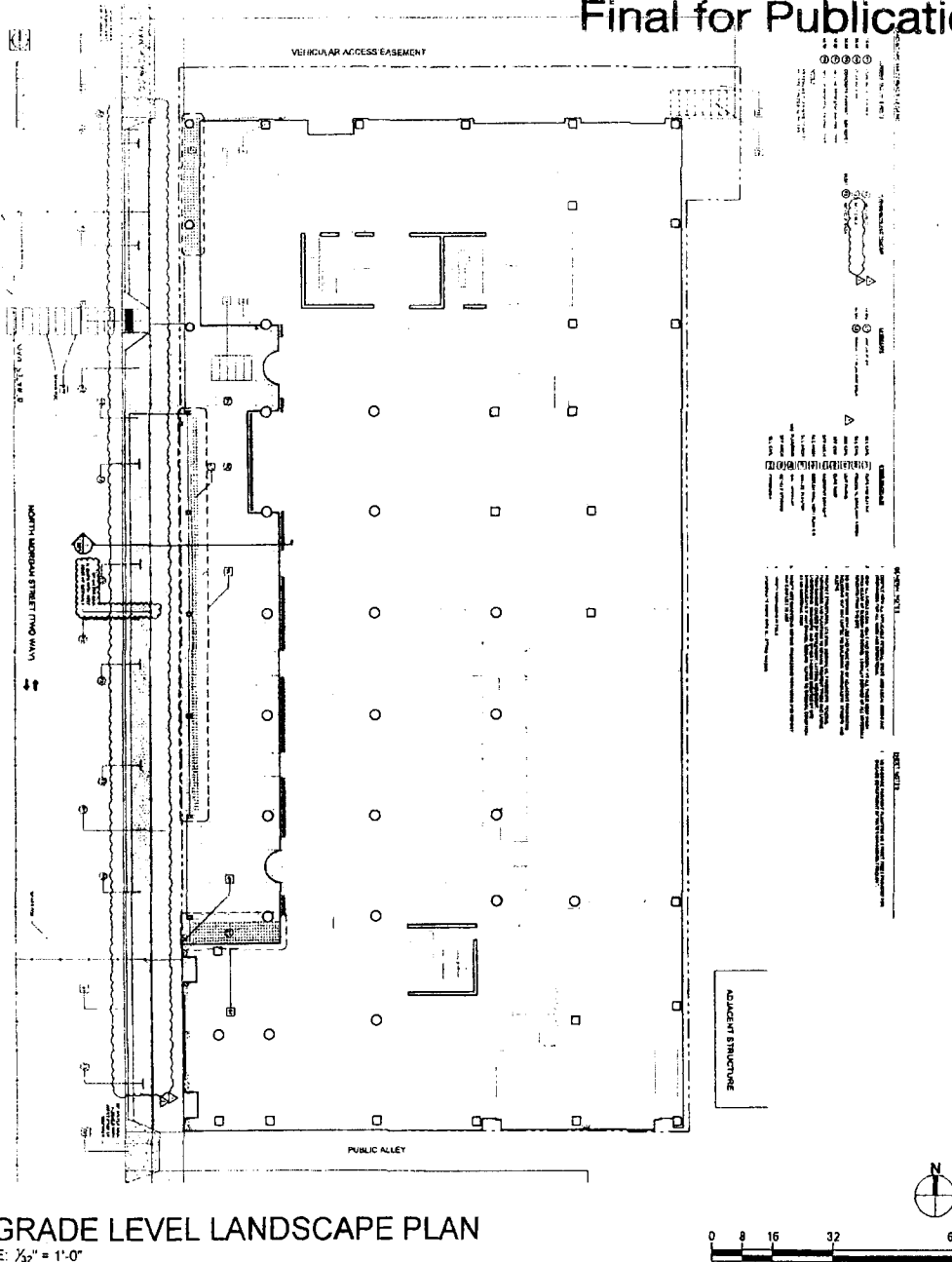
September 19th, 2019

APPLICANT: 345 N MORGAN LLC  
 ADDRESS: 1000 W CARROLL, 345 N  
 MORGAN, 311 N MORGAN

G|R|E|C ARCHITECTS

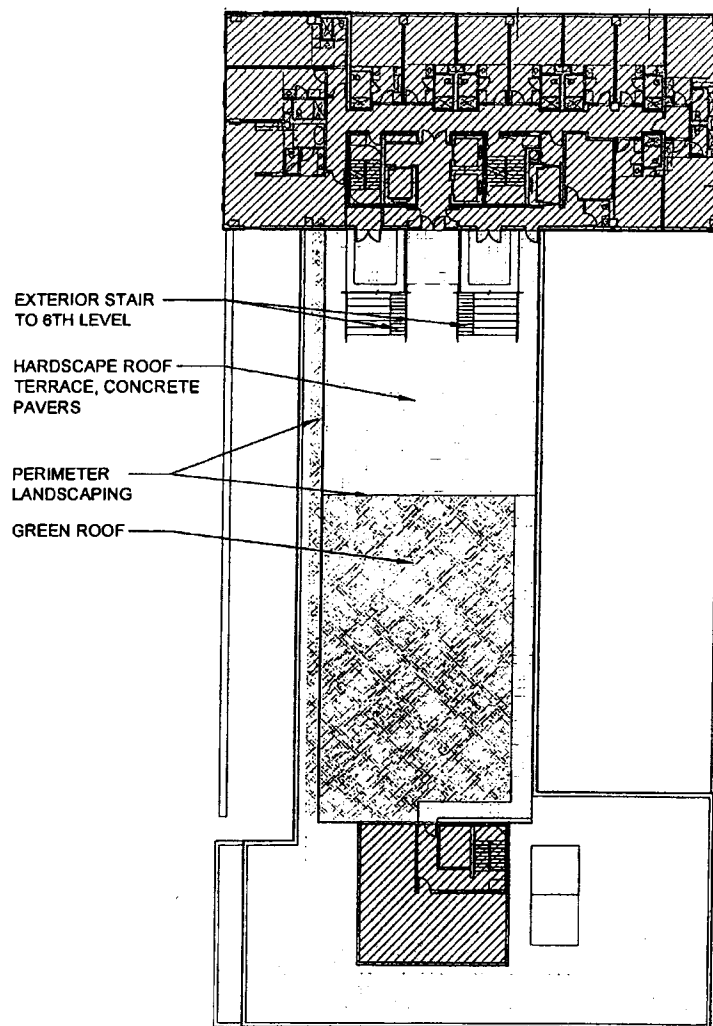


Final for Publication





Final for Publication



### G. FIFTH LEVEL TERRACE LANDSCAPE PLAN

SCALE:  $\frac{1}{32}'' = 1'-0''$



#### 311 NORTH MORGAN

September 19th, 2019

APPLICANT: 345 N MORGAN LLC  
ADDRESS: 1000 W CARROLL, 345 N  
MORGAN, 311 N MORGAN

GREY ARCHITECTS

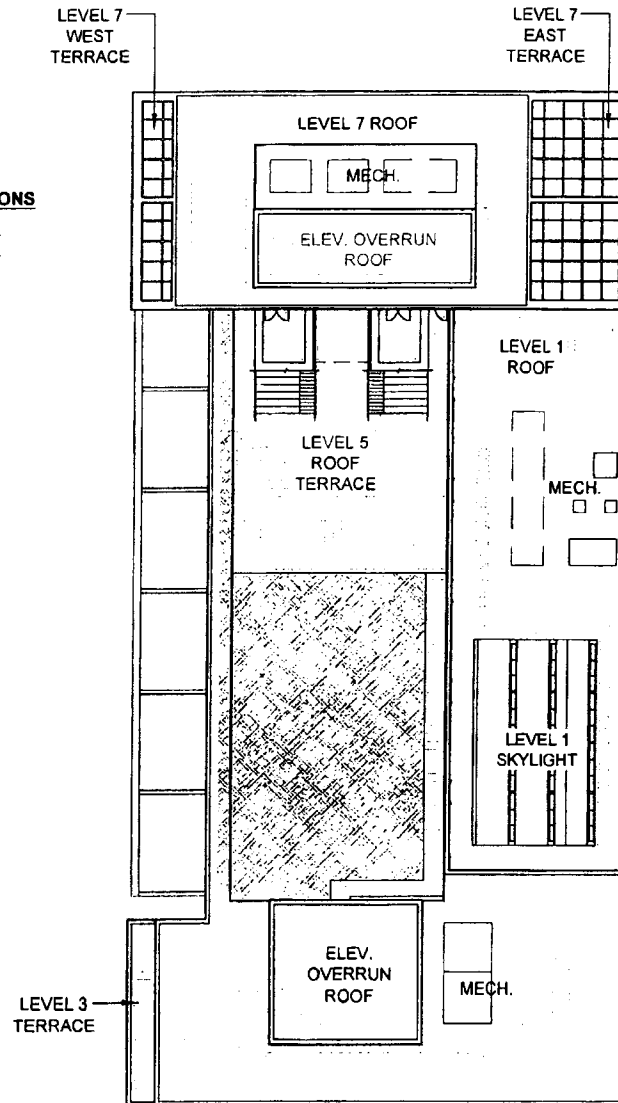


## Final for Publication

**GREEN ROOF AREA CALCULATIONS**

GROSS ROOF AREA: **28,316 SF**  
 NET ROOF AREA: **23,035 SF**

MIN. 50% GREEN ROOF  
 AREA: **11,518 SF**

**LEGEND:****H. GREEN ROOF DIAGRAM**

SCALE:  $\frac{1}{32}'' = 1'-0''$

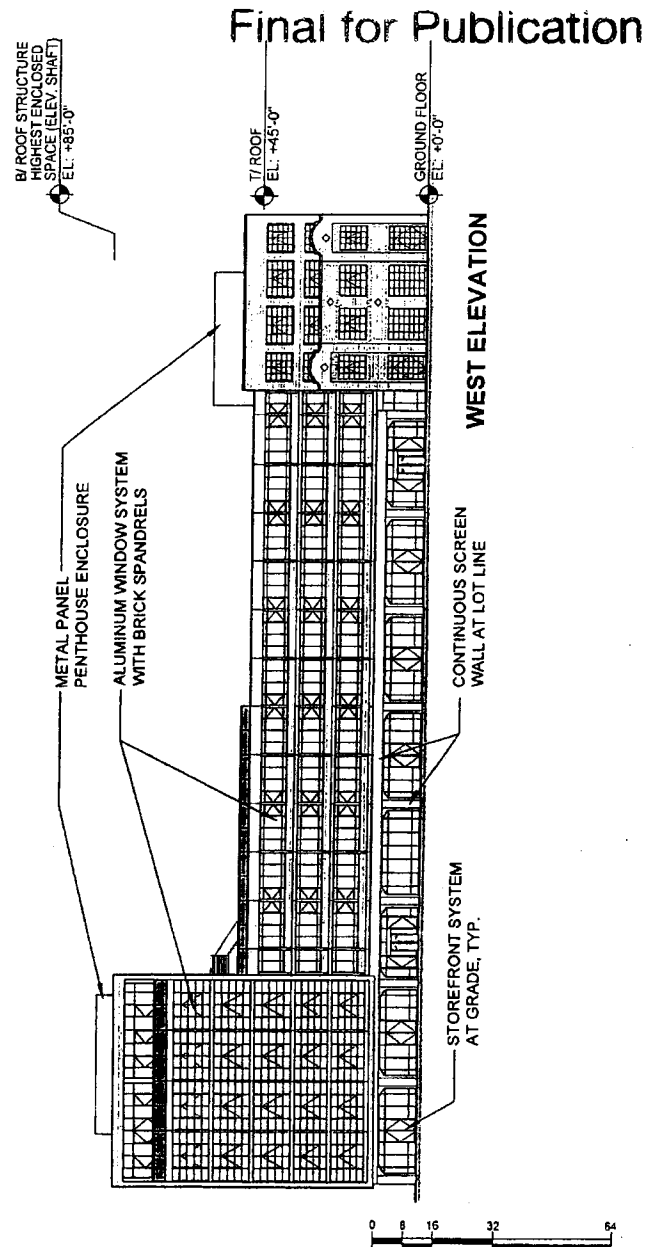
**311 NORTH MORGAN**

APPLICANT: 345 N MORGAN LLC  
 ADDRESS: 1000 W CARROLL, 345 N  
 MORGAN, 311 N MORGAN

September 19th, 2019

GIR/EC ARCHITECTS



**J1. WEST ELEVATION**SCALE:  $\frac{1}{32}'' = 1'-0''$ **311 NORTH MORGAN**

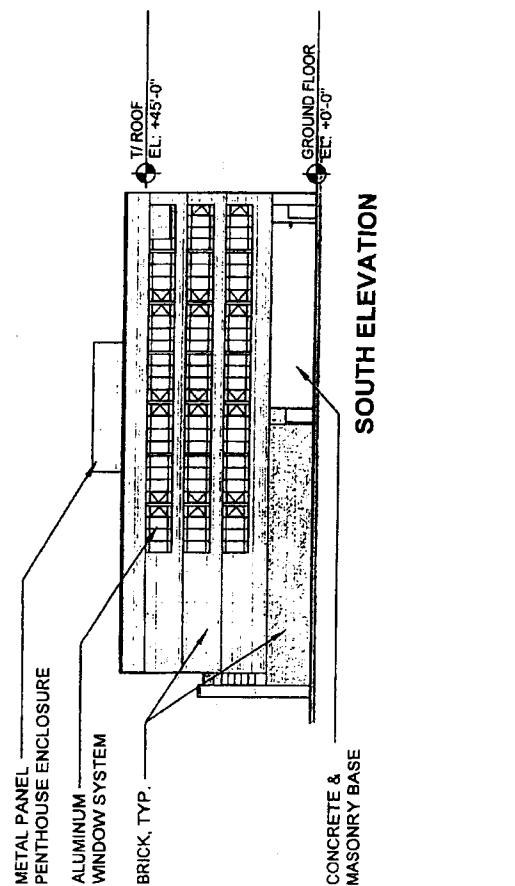
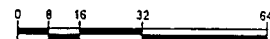
APPLICANT: 345 N MORGAN LLC  
 ADDRESS: 1000 W CARROLL, 345 N  
 MORGAN, 311 N MORGAN

September 19th, 2019

G|R|E|C ARCHITECTS



Final for Publication

**J2. SOUTH ELEVATION**SCALE:  $\frac{1}{32}'' = 1'-0''$ **311 NORTH MORGAN**

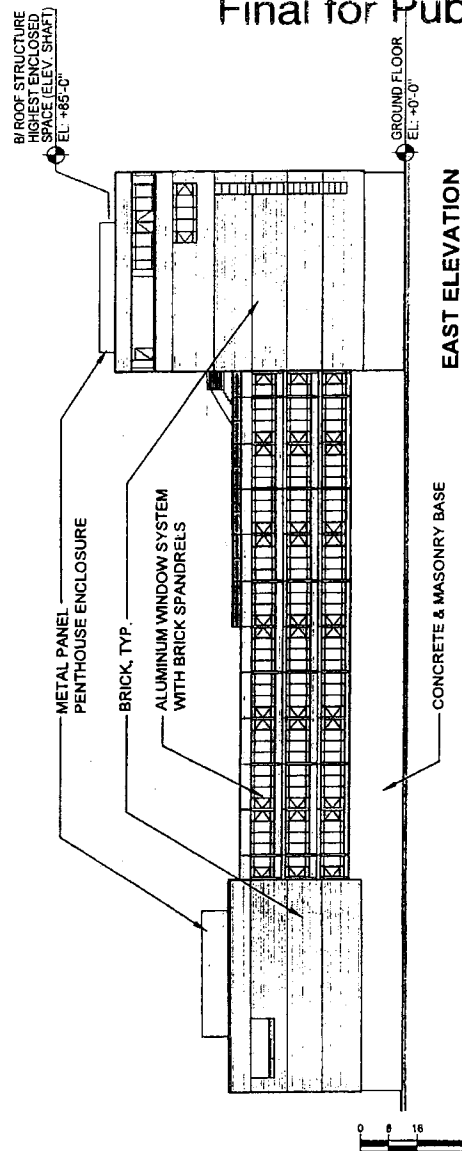
September 19th, 2019

APPLICANT: 345 N MORGAN LLC  
ADDRESS: 1000 W CARROLL, 345 N  
MORGAN, 311 N MORGAN

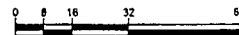
G|R|E|C ARCHITECTS



Final for Publication



J3. EAST ELEVATION  
SCALE:  $\frac{1}{32}'' = 1'-0''$



**311 NORTH MORGAN**

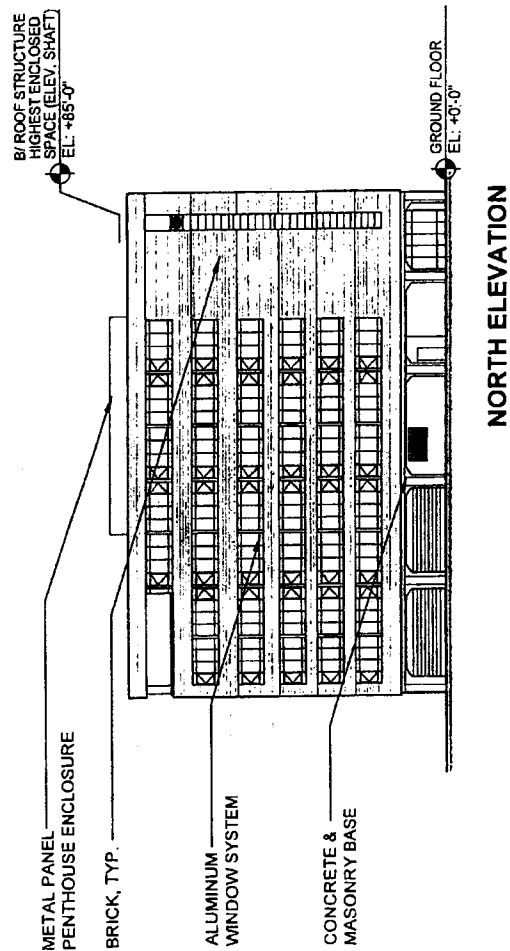
APPLICANT: 345 N MORGAN LLC  
ADDRESS: 1000 W CARROLL, 345 N  
MORGAN, 311 N MORGAN

September 19th, 2019

G|R|E|C ARCHITECTS

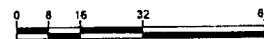


Final for Publication



#### J4. NORTH ELEVATION

SCALE:  $\frac{1}{32}'' = 1'-0''$



#### 311 NORTH MORGAN

APPLICANT: 345 N MORGAN LLC  
ADDRESS: 1000 W CARROLL, 345 N  
MORGAN, 311 N MORGAN

September 19th, 2019

G|R|E|C ARCHITECTS



*Reclassification Of Area Shown On Map No. 1-G.*  
(As Amended)  
(Application No. 20059T1)  
(Common Address: 1234 -- 1248 W. Fulton Market/  
301 -- 315 N. Elizabeth St.)

[SO2019-4344]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current M2-3 Light Industry District symbols and indications as shown on Map Number 1-G in the area bounded by:

a line 150.50 feet north of West Fulton Market; a line 131.60 feet east of North Elizabeth Street; West Fulton Market; and North Elizabeth Street,

to those of a DS-3 Downtown Service District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Floor Plan; and North, South, East and  
West Building Elevations attached to this  
ordinance printed on pages 7945  
through 7950 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

### SUBSTITUTE NARRATIVE AND PLANS

1234-48 West Fulton Market Street/301-15 North Elizabeth Street

#### TYPE I REGULATIONS

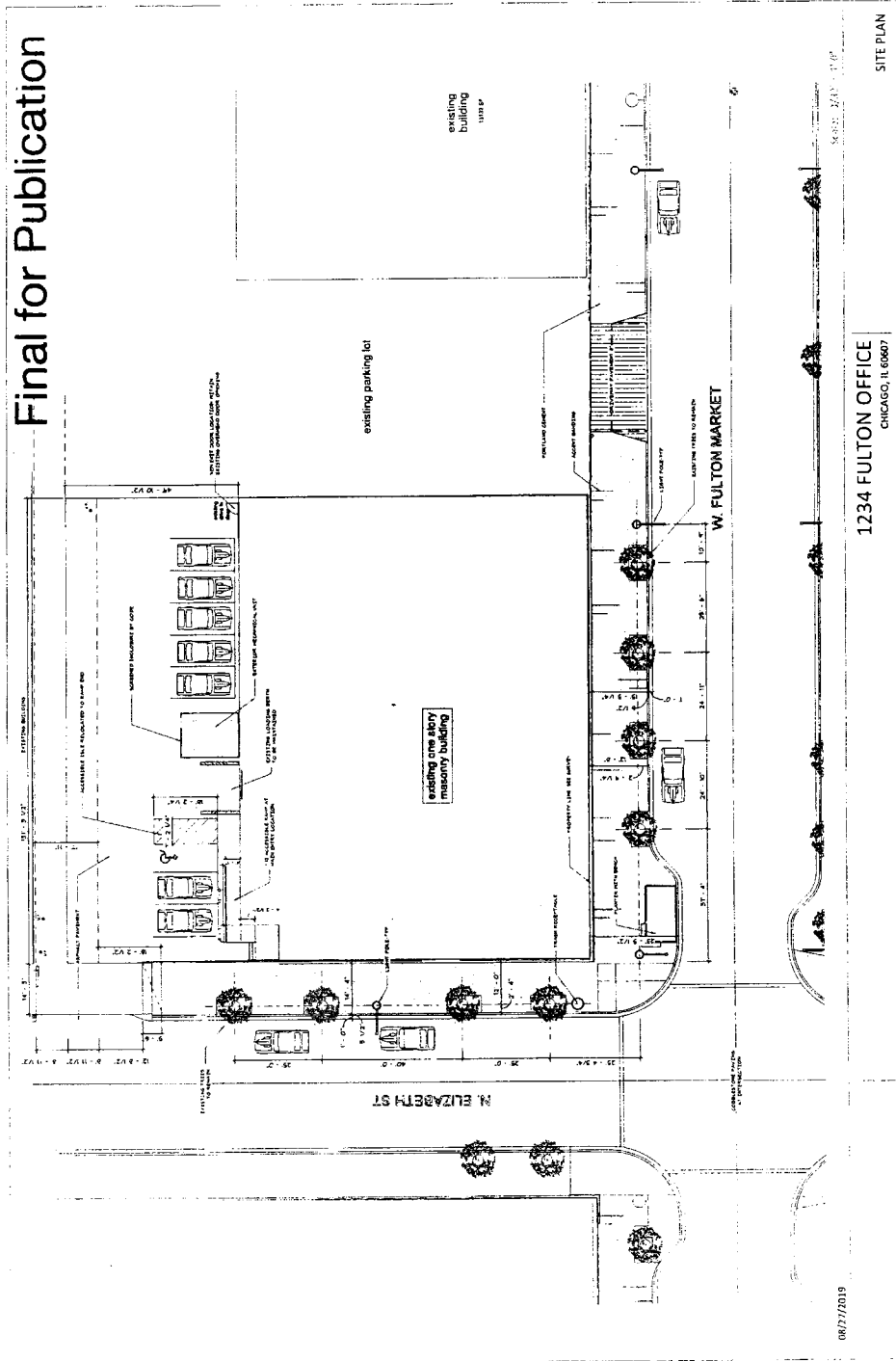
AMENDED TO BE A TYPE I ZONING AMENDMENT APPLICATION

Narrative: The subject property consists of 19,825 square feet and is currently improved with a one-story commercial building with eight parking spaces and one loading space. The Applicant proposes to rezone the property from a M2-3 Light Industry District to a DS-3 Downtown Service District to convert the existing building into a general office, consisting of approximately 14,000 square feet, with eight parking spaces and one loading space. There will be no residential use and no change to the existing height of 25 feet.

Lot Area:	19,825 square feet
FAR:	0.71
FLOOR AREA:	14,000 square feet
Height:	25.00 feet
Automobile Parking:	8
Loading:	1
Setbacks:	
Front (West Fulton Market Street):	0 feet
West Side (North Elizabeth Street):	0 feet
North Side (Rear):	50.33 feet
East Side:	0 feet

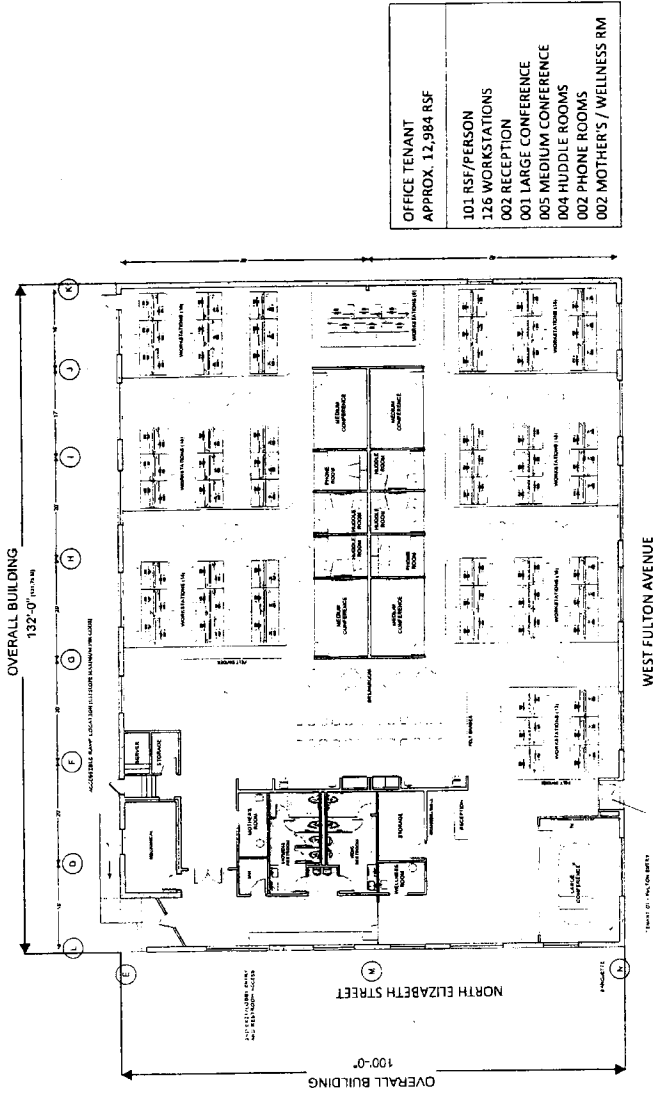
\*Photo elevations and site plan attached.







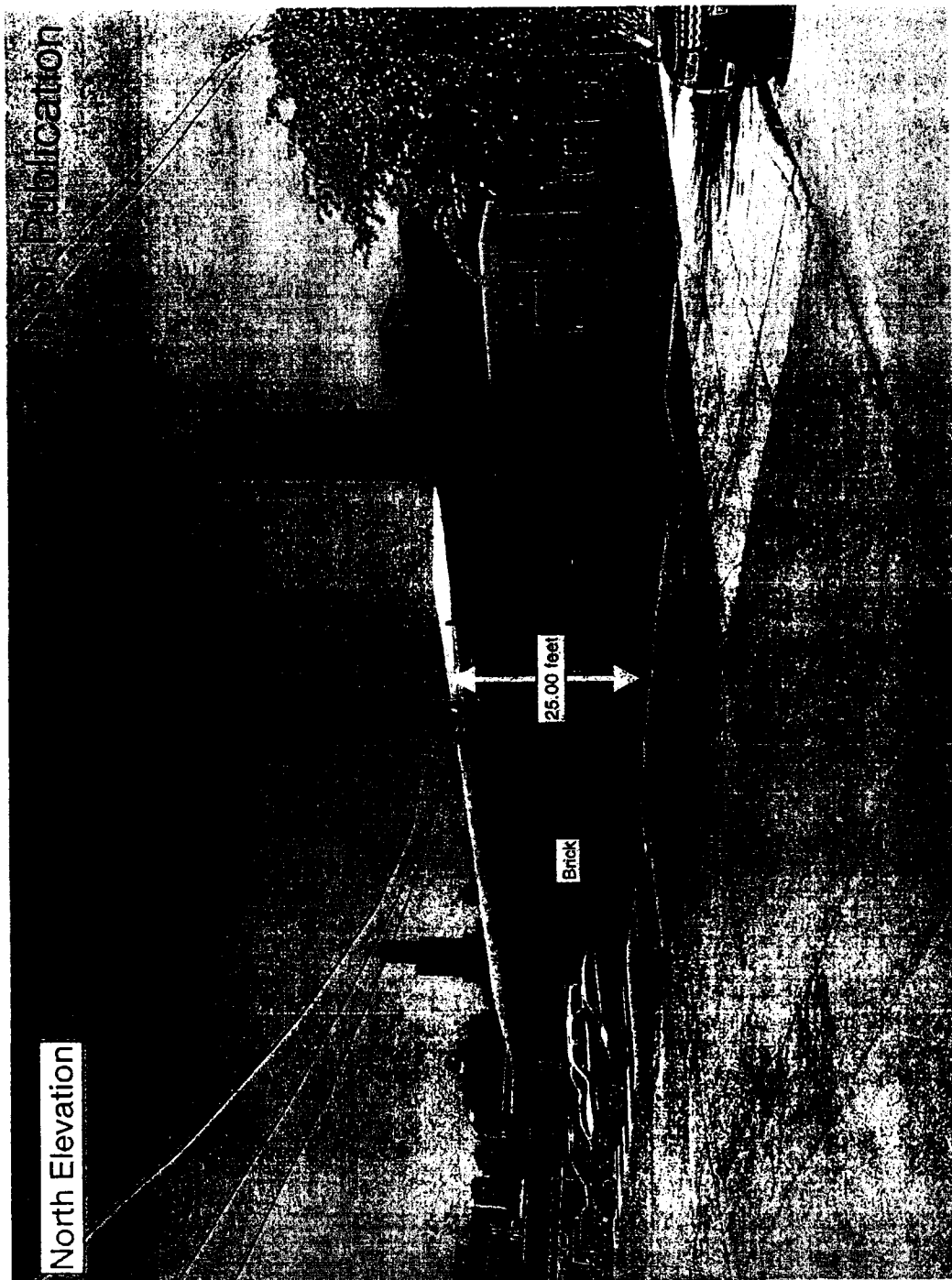
Final for Publication.



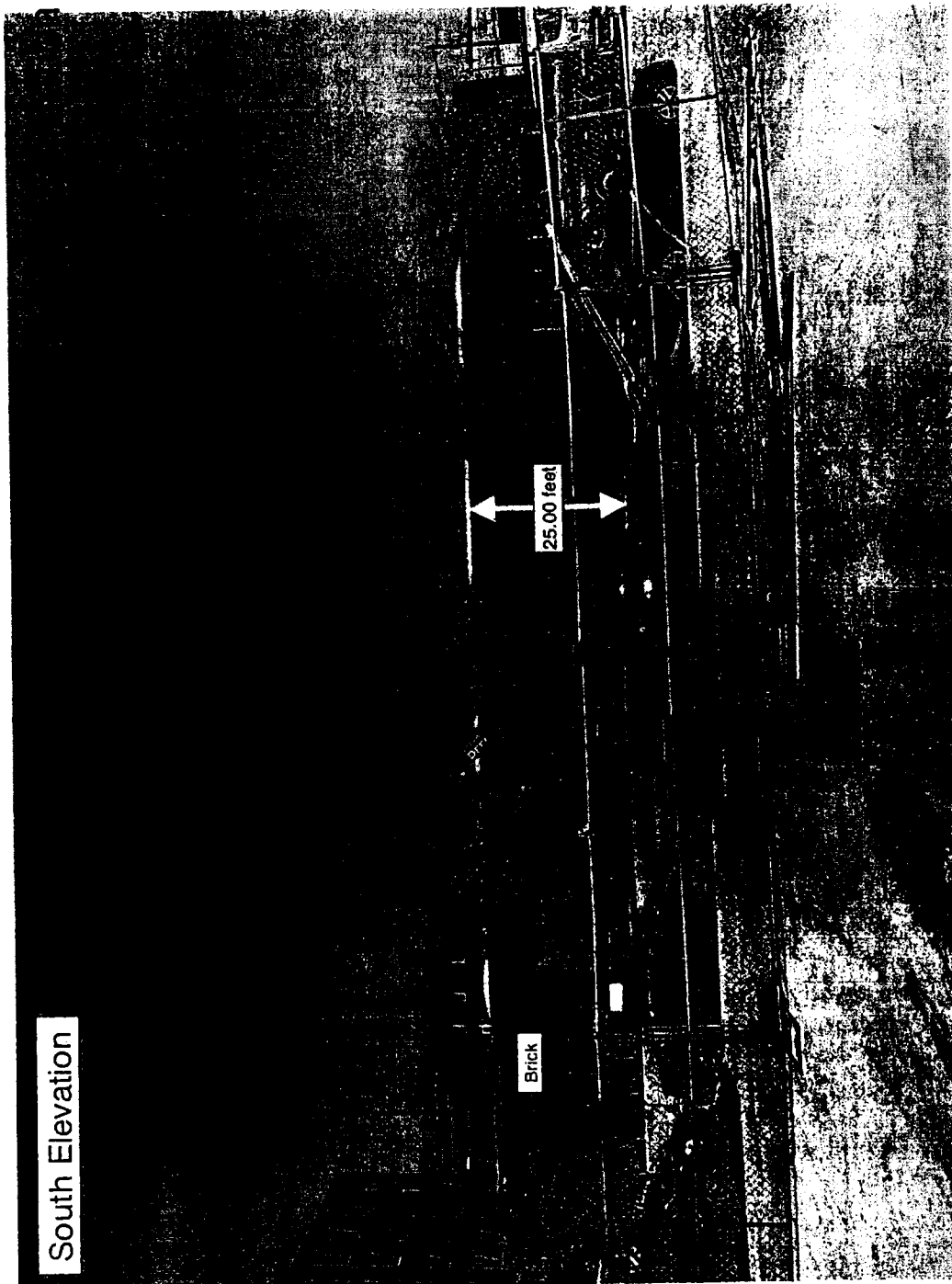
Scale: 1/8" = 1'-0"

1234 WEST FULTON OFFICE  
Floor Plan  
FLOORPLAN

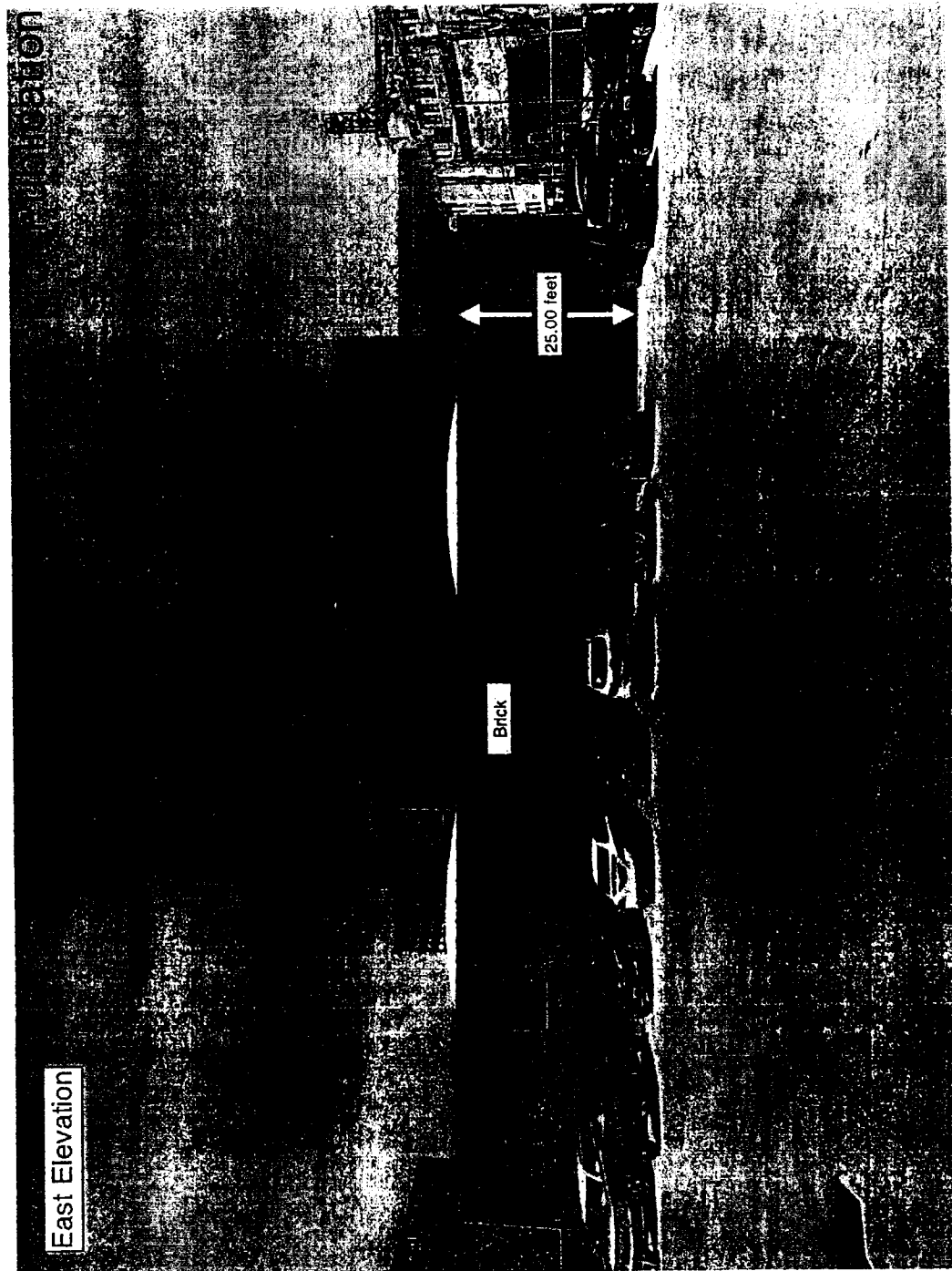


















*Reclassification Of Area Shown On Map No. 1-L.*

(Application No. 20176)

(Common Address: 527 N. Lockwood Ave.)

[O2019-6837]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit District symbols and indicators as shown on Map Number 1-L in the area bounded by:

the public alley next east of and parallel to North Lockwood Avenue; a line 92 feet south of and parallel to West Race Avenue; a line 125.05 feet east of and parallel to North Lockwood Avenue; a line 70 feet south of and parallel to West Race Avenue; North Lockwood Avenue; and a line 100 feet south of and parallel to West Race Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 2-G.*

(As Amended)

(Application No. 20179T1)

(Common Address: 308 -- 338 S. Green St./832 -- 842 W. Van Buren St.)

[SO2019-6847]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current DX-5 Downtown Mixed-Use District symbols and indications as shown on Map Number 2-G in the area bounded by:

a line 320.00 feet north of and parallel to West Van Buren Street; South Green Street; West Van Buren Street; and the public alley next west of and parallel to South Green Street,

to those of a DX-7 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Building 1 -- Ground Floor Plan; Building 1 -- Typical Parking Floor Plan/ Floors 2 through 4; Building 1 -- Typical Office Floor Plan/Floors 5 through 12; Building 1 -- Penthouse Floor Plan/Roof Plan; Building 1 -- North, South, East and West Building Elevations; Building 2 (Existing) -- North, South, East and West Building Elevations; and Building 3 (Existing) -- North, South, East and West Building Elevations attached to this ordinance printed on pages 7953 through 7969 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



FINAL FOR PUBLICATION

**AMENDED TO BE A TYPE 1  
ZONING AMENDMENT APPLICATION  
NARRATIVE AND PLANS**

308-38 South Green Street/832-42 West Van Buren Street

Narrative: The subject property is improved with a one-story commercial building with approximately 5,000 square feet of commercial space, a five-story commercial building with approximately 5,500 square feet of ground floor commercial space and 75,400 square feet of office space on the upper floors, and a surface parking lot with 54 automobile parking spaces. The Applicant proposes to rezone the property from a DX-5 Downtown Mixed-Use District to a DX-7 Downtown Mixed-Use District to construct a thirteen-story commercial building on the surface parking lot. The new building will contain approximately 3,000 square feet of ground-floor commercial space, 156,950 square feet of office space on the upper floors, 3 loading berths, and 102 automobile parking spaces. In total there will be 13,500 square feet of commercial space, 232,350 square feet of office space, 3 loading berths and 102 automobile parking spaces. The proposed height of the building will be 167 feet 6 inches. The Applicant proposes no changes to the two existing buildings.

Lot Area: 37,440 square feet

FAR: 6.60

Gross Floor Area: 245,850 square feet

Height: 167 feet 6 inches

Automobile Parking: 102

Loading: 3

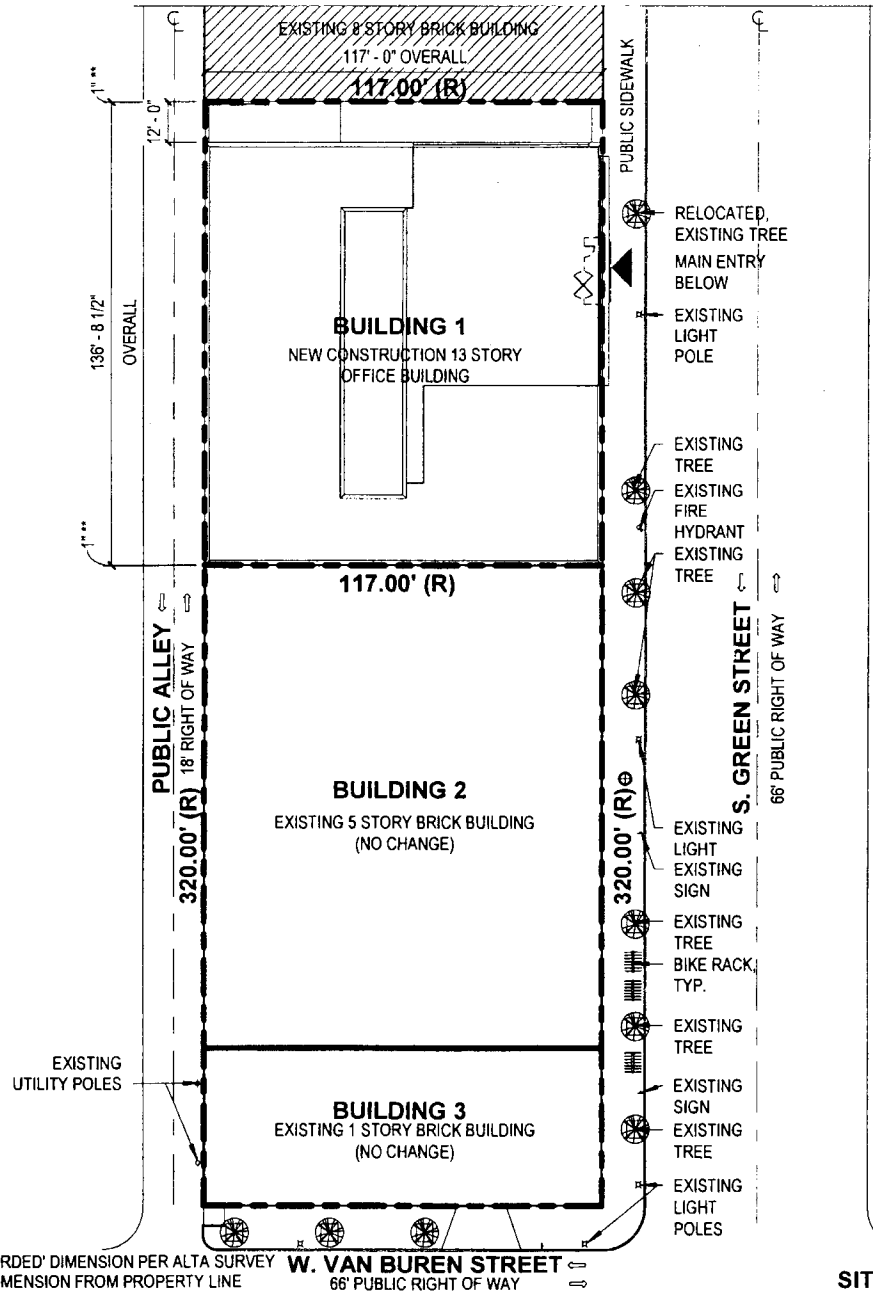
Setbacks:

Front (North Green):	None
East Side:	None
West Side:	None
Rear (alley):	None

A set of plans is included.



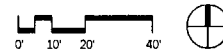
FINAL FOR PUBLICATION



SITE PLAN

FitzGerald Associates  
 Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

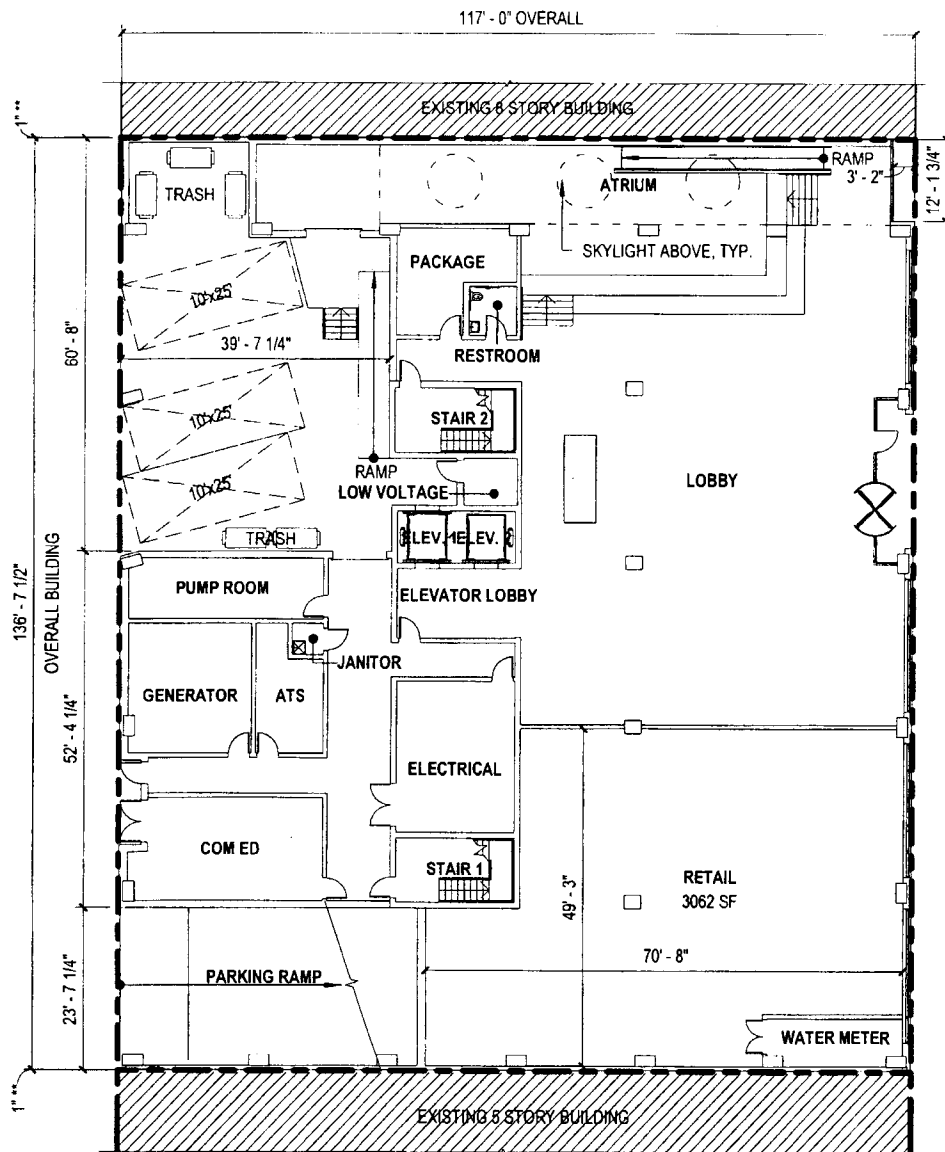


10/4/2019

A1.0



FINAL FOR PUBLICATION

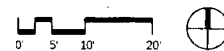


\*\* DIMENSION FROM PROPERTY LINE

## BUILDING 1 : GROUND FLOOR PLAN

FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

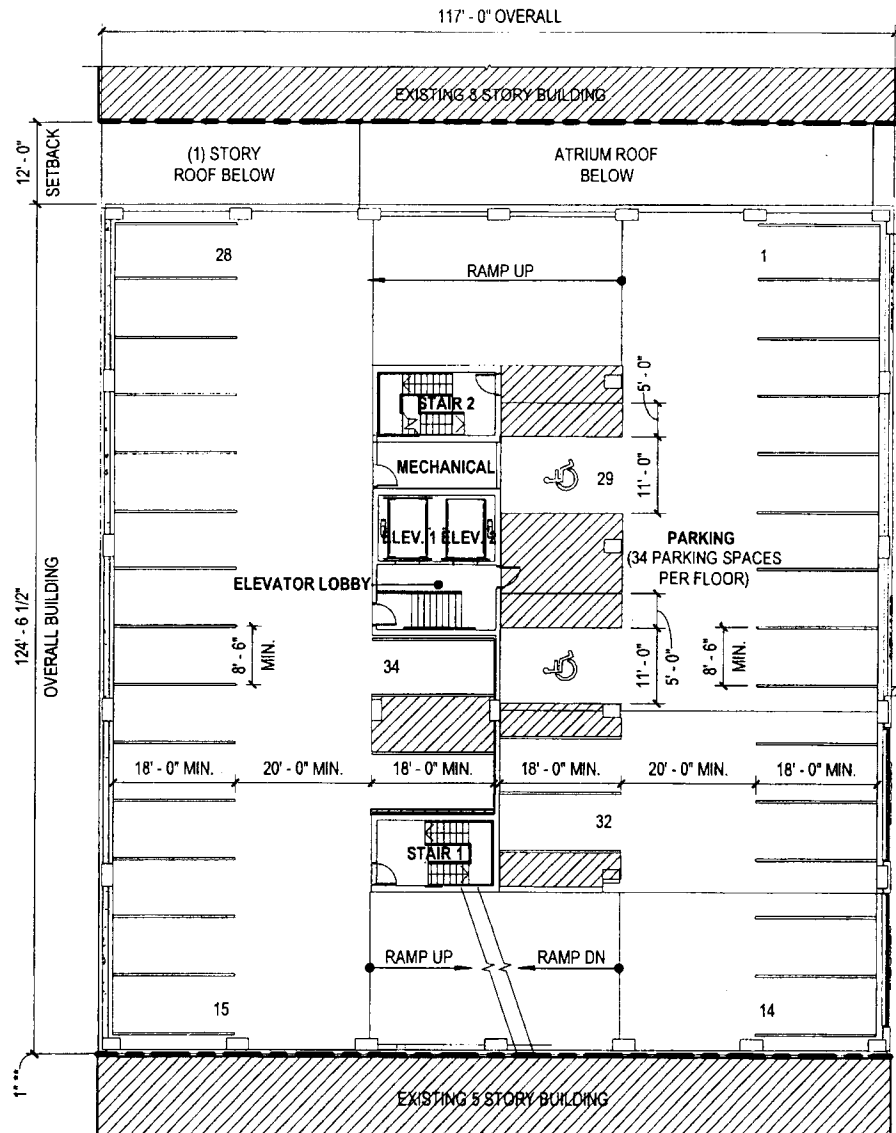


10/4/2019

A2.0



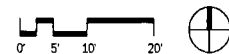
FINAL FOR PUBLICATION



BUILDING 1 : TYPICAL PARKING FLOOR PLAN | FLOORS 2-4

FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

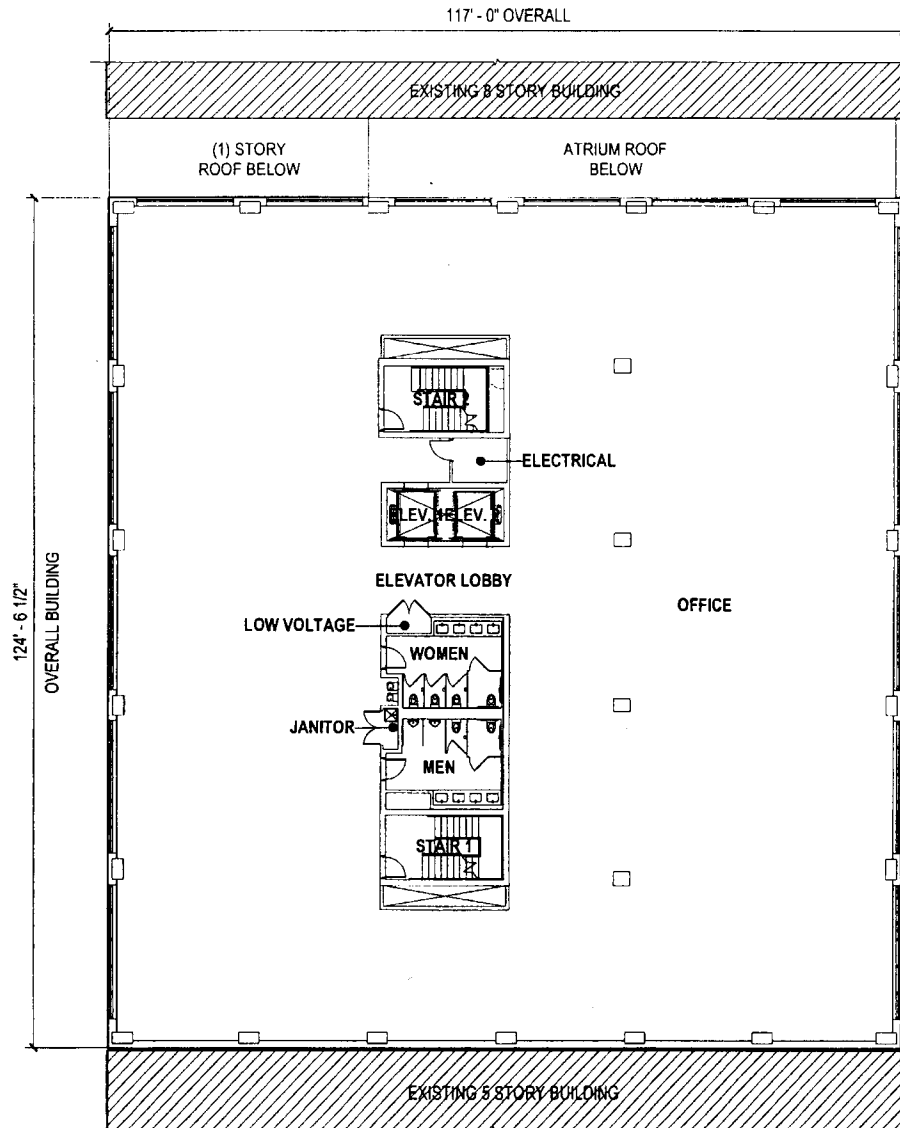


10/4/2019

A2.1



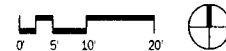
FINAL FOR PUBLICATION



BUILDING 1 : TYPICAL OFFICE FLOOR PLAN | FLOORS 5-12

FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

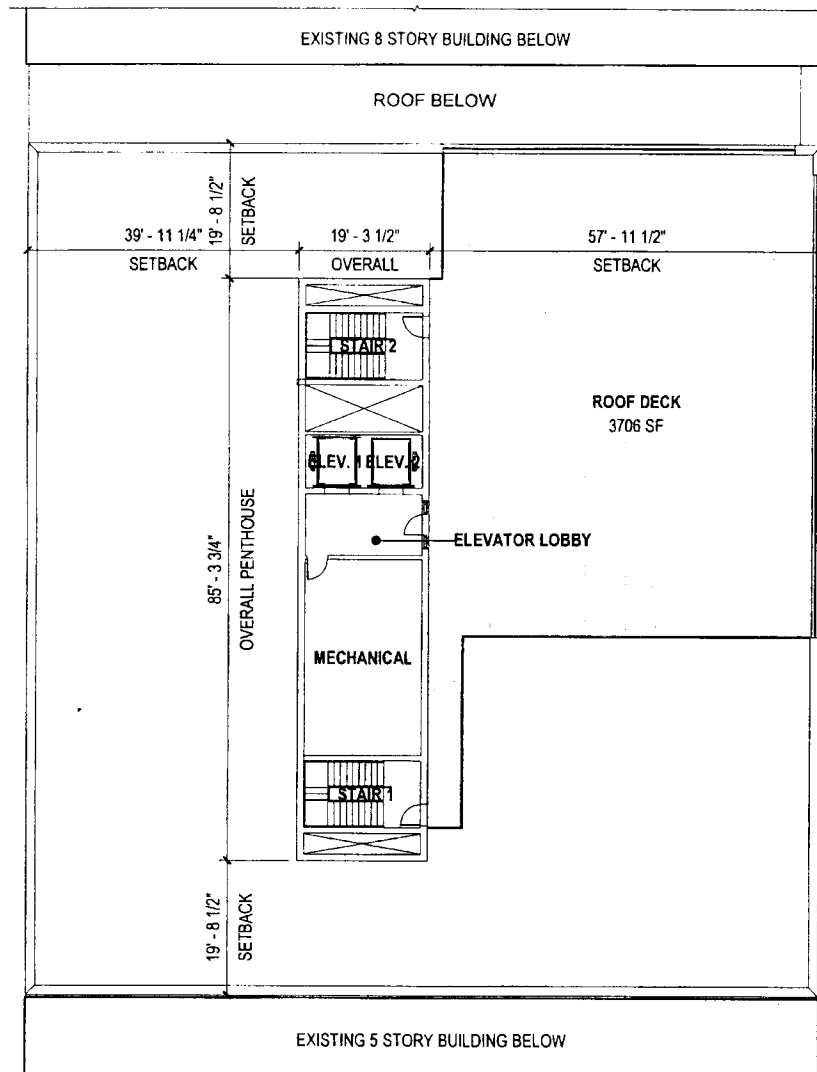


10/4/2019

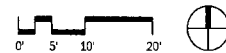
A2.2



FINAL FOR PUBLICATION

**BUILDING 1 : PENTHOUSE/ROOF PLAN**FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.



10/4/2019

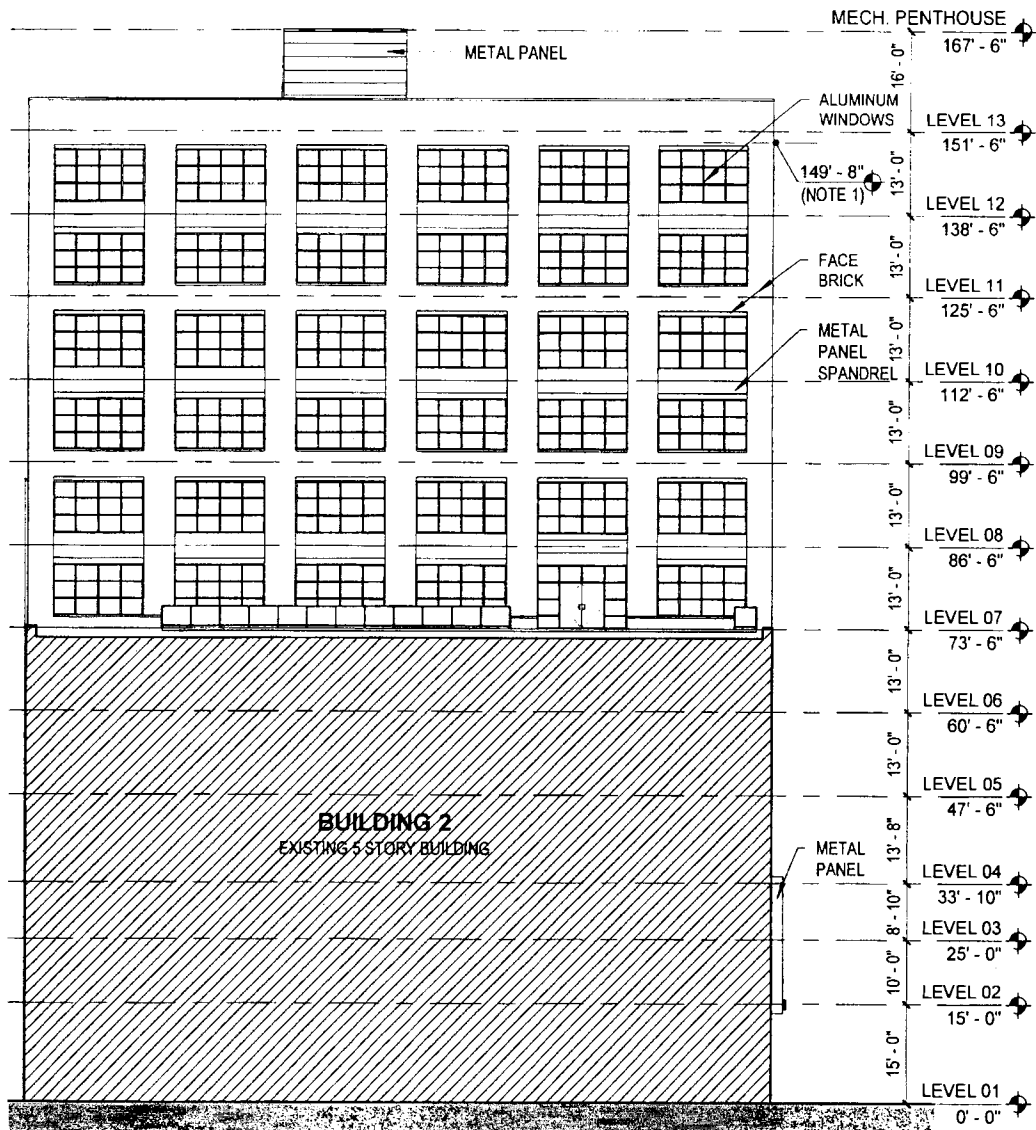
A2.3







FINAL FOR PUBLICATION



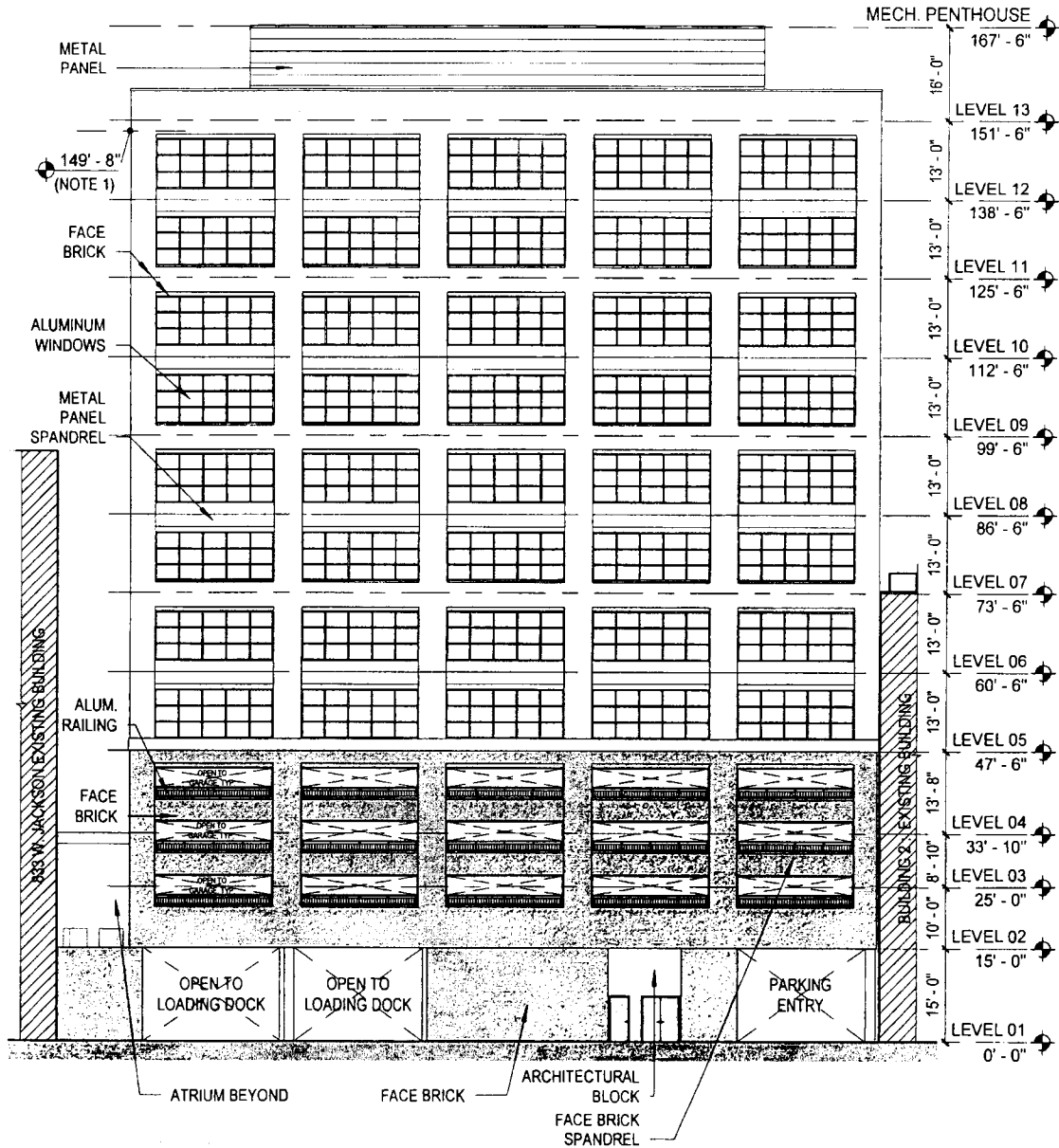
FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

10/4/2019



FINAL FOR PUBLICATION



NOTE 1: 149' - 8" ELEVATION MEASURED TO BOTTOM OF ROOF STRUCTURE

**BUILDING 1: WEST ELEVATION**FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

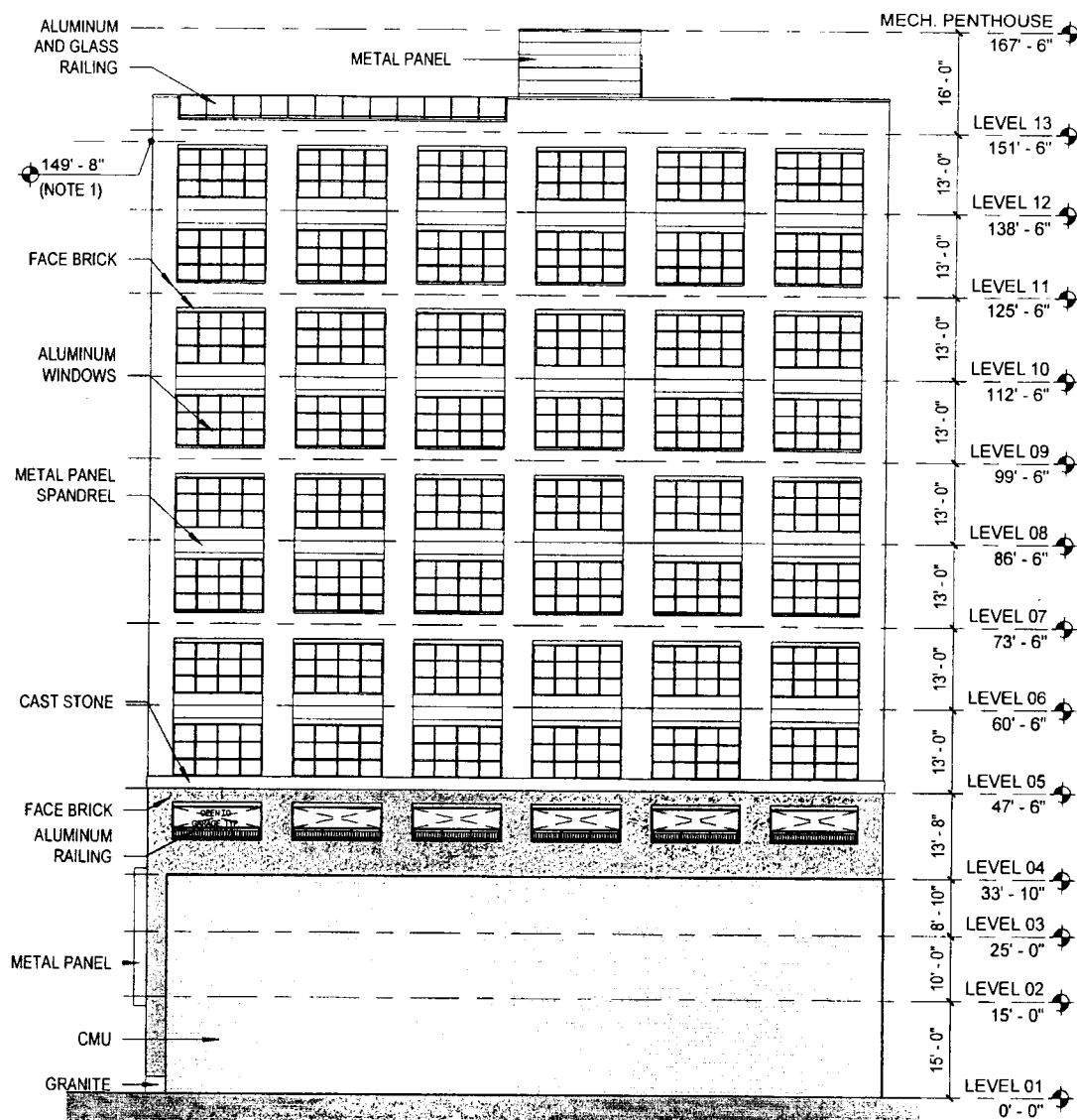
0' 10'-8" 21'-4"

10/4/2019

A3.2



FINAL FOR PUBLICATION



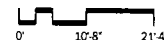
NOTE 1: 149' - 8" ELEVATION MEASURED TO BOTTOM OF ROOF STRUCTURE

### BUILDING 1: NORTH ELEVATION

**FitzGerald Associates  
Architects**

308-38 S. Green St. / 832-42 W. Van Buren St.

10/4/2019





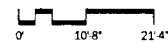
FINAL FOR PUBLICATION



\* ALL EXTERIOR MATERIALS ARE EXISTING TO REMAIN

**BUILDING 2 (EXISTING) : EAST ELEVATION**FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

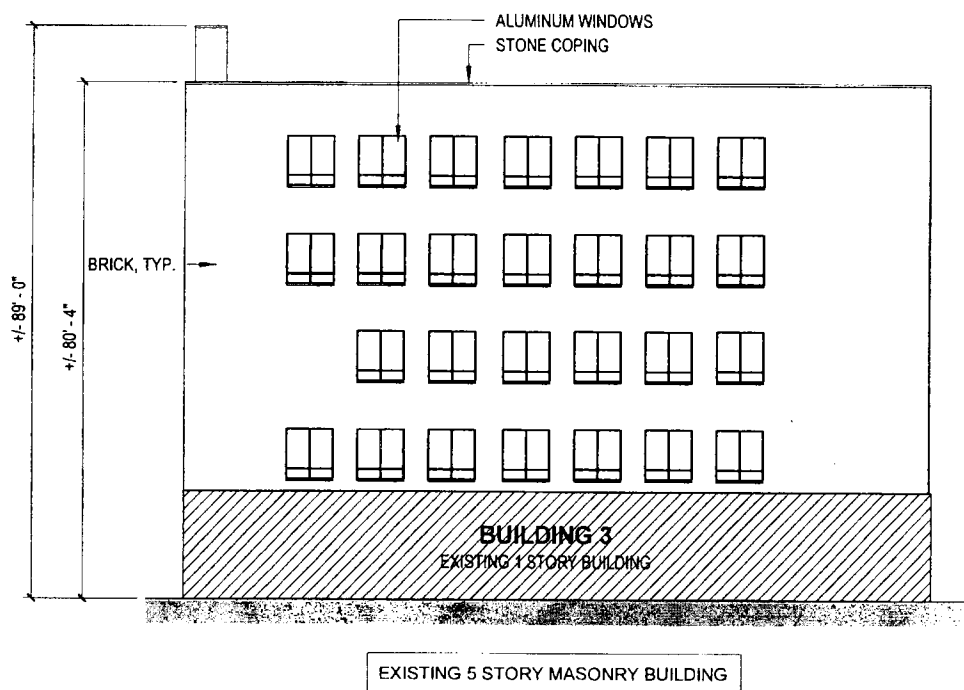


10/4/2019

A4.0



FINAL FOR PUBLICATION

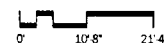


\* ALL EXTERIOR MATERIALS ARE EXISTING TO REMAIN

BUILDING 2 (EXISTING) : SOUTH ELEVATION

FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

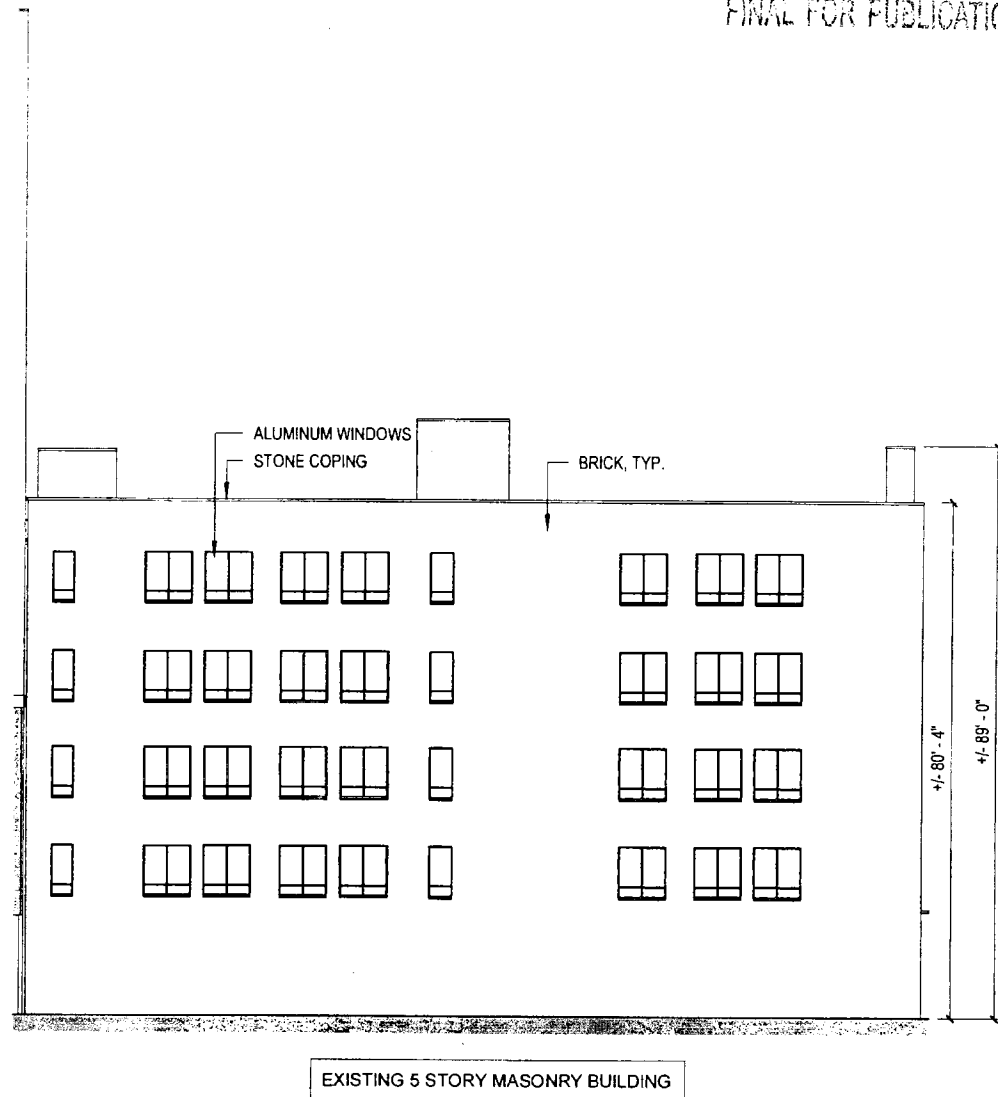


10/4/2019

A4.1



FINAL FOR PUBLICATION

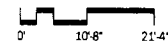


\* ALL EXTERIOR MATERIALS ARE EXISTING TO REMAIN

**BUILDING 2 (EXISTING) : WEST ELEVATION**FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

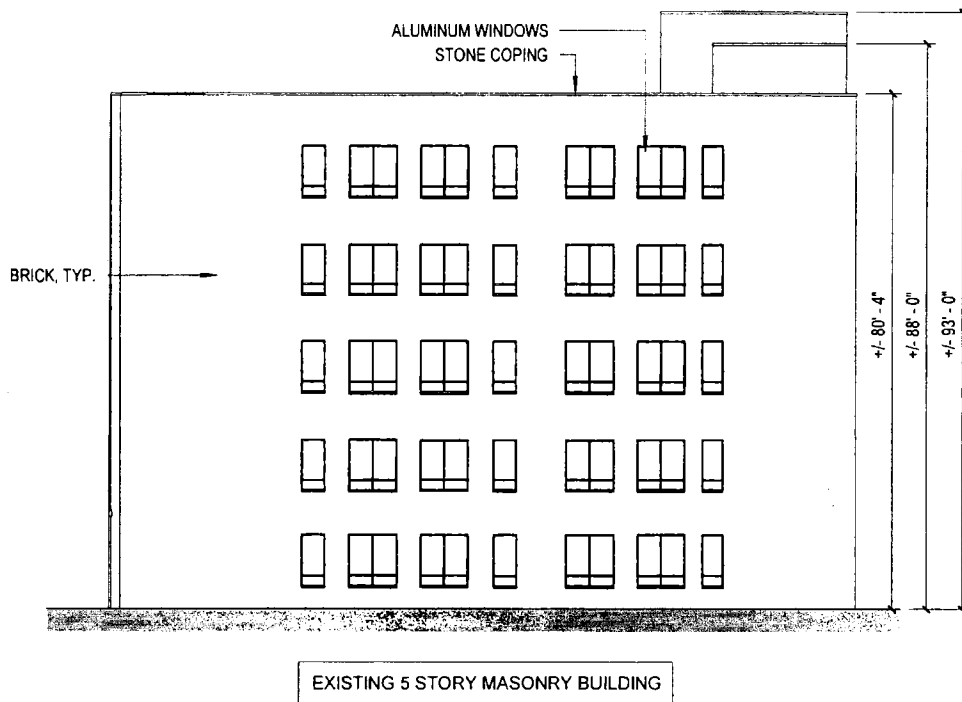
10/4/2019



A4.2



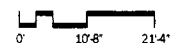
FINAL FOR PUBLICATION



**BUILDING 2 (EXISTING) : NORTH ELEVATION**

FitzGerald Associates  
Architects

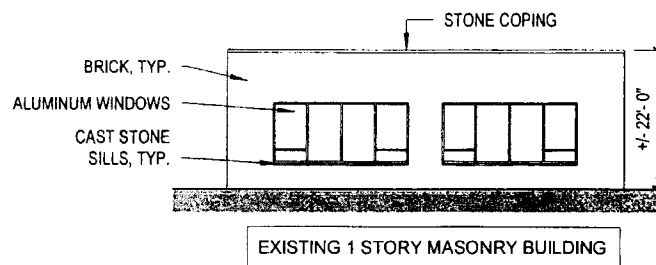
308-38 S. Green St. / 832-42 W. Van Buren St.



10/4/2019



FINAL FOR PUBLICATION



\* ALL EXTERIOR MATERIALS ARE EXISTING TO REMAIN

**BUILDING 3 (EXISTING) : EAST ELEVATION**FitzGerald Associates  
Architects

308-38 S. Green St. / 832-42 W. Van Buren St.

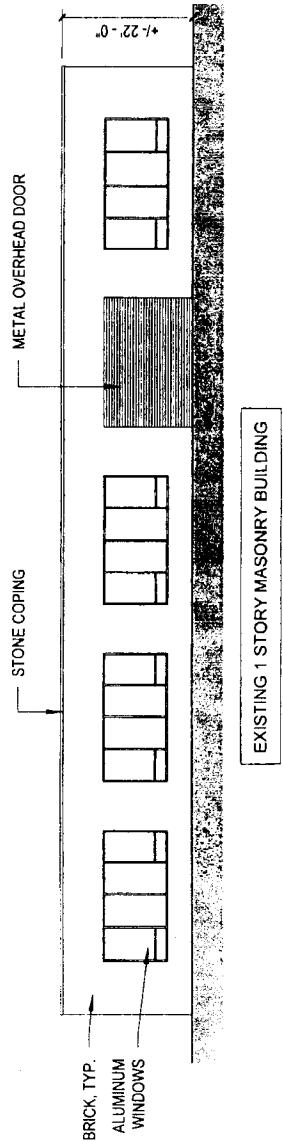
10/4/2019



A4.4



FINAL FOR PUBLICATION



**BUILDING 3 (EXISTING) : SOUTH ELEVATION**

\* ALL EXTERIOR MATERIALS ARE EXISTING TO REMAIN  
FitzGerald Associates  
Architects  
10/4/2019

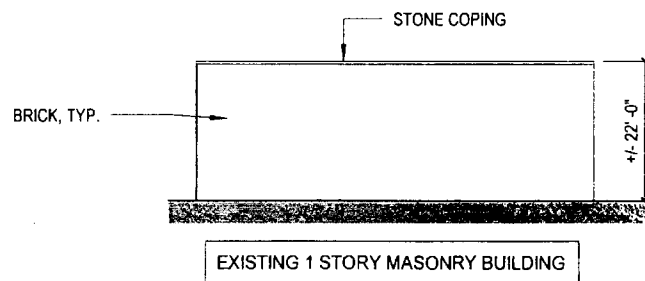
308-38 S. Green St. / 832-42 W. Van Buren St.



A4.5



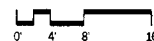
FINAL FOR PUBLICATION



\* ALL EXTERIOR MATERIALS ARE EXISTING TO REMAIN

**BUILDING 3 (EXISTING) : WEST ELEVATION**FitzGerald Associates  
Architects

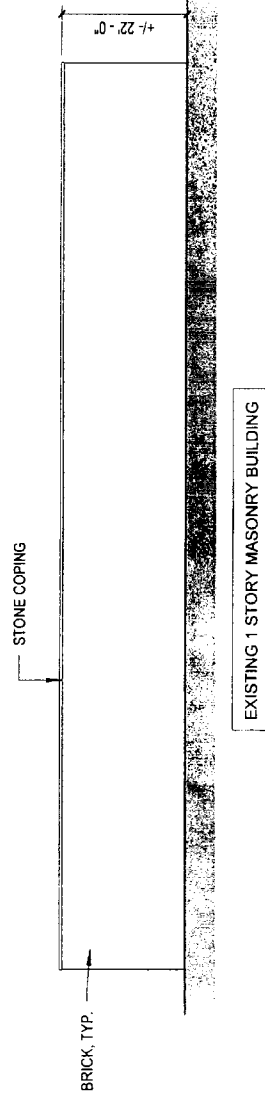
308-38 S. Green St. / 832-42 W. Van Buren St.



10/4/2019



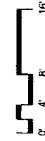
FINAL FOR PUBLICATION



BUILDING 3 (EXISTING) : NORTH ELEVATION

FitzGerald Associates  
Architects  
10/4/2019

308-38 S. Green St. / 832-42 W. Van Buren St.



A4.7



*Reclassification Of Area Shown On Map No. 2-G.*

(Application No. 20184)

(Common Address: 711 S. Loomis St.)

[O2019-6846]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 2-G in the area bounded by:

a line 25.0 feet south of and parallel to West Flournoy Street; the alley next east of and parallel to South Loomis Street; a line 50.0 feet south of and parallel to West Flournoy Street; and South Loomis Street,

to those of an RM4.5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 2-I.*

(Application No. 20141)

(Common Address: 2735 W. Polk St.)

[O2019-6805]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit Districts symbols and indications as shown on Map Number 2-I in an area bounded by:

West Polk Street; a line 275.0 feet east of and parallel to South California Avenue; the public alley next south of and parallel to West Polk Street; and a line 248.0 feet east of and parallel to South California Avenue,



to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 3-H.*

(Application No. 20142T1)

(Common Address: 906 N. Ashland Ave.)

[O2019-6806]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 3-H in an area bounded by:

a line 125 feet south of and parallel to West Walton Street; North Ashland Avenue; a line 150 feet south of and parallel to West Walton Street; and the public alley next west of and parallel to North Ashland Avenue,

to those of a B1-3 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Cover Sheet; Site Plan and Survey; First, Second, Third and Fourth Floor Plans;  
Roof Plan; Fourth Floor Demolition Plan; East Building Elevations;  
and Fourth Floor Electrical Plans attached to this ordinance  
printed on pages 7973 through 7978  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



NARRATIVE & PLANS – 906 North Ashland Avenue

FINAL FOR PUBLICATION

B1-2 to B1-3

The applicant wishes to rezone the property in order to convert the 4<sup>th</sup> floor exterior open balcony to interior living space, adding approximately 160 sq. ft. of livable space to Unit B of the existing 4-story mixed-use building. The existing building will otherwise remain as-is with no changes: a 4-story mixed-use building with 2 residential units, 1 ground floor commercial space (approximately 1,650 sq. ft.) with existing 2-car garage and 1 exterior parking stall at the rear of the property.

FAR	2.25
Lot Area	2,775 Square Feet
Lot Area Per Unit	1,387.5 Square Feet
Building Area	6,263 Square Feet
Building Height	55 Feet 0 Inches
Front Setback	0 Feet 10 Inches
Rear Setback	30 Feet 0 Inches
North side Setback	3 Feet 2 Inches
South side Setback	0 Feet 11 Inches
Parking	3 Parking Spaces



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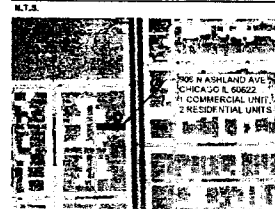
10/16/2019

REPORTS OF COMMITTEES

7973

# ENCLOSURE OF EXISTING FOURTH FLOOR EXTERIOR SPACE AT 4-STORY, MIXED-USE (CLASS 'A2' AND 'E') II-B BUILDING AT: **906 N Ashland Ave** Chicago, IL

## LOCATION PLAN



## APPLICABLE CODES

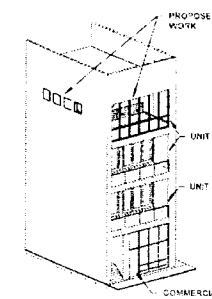
ZONING: 2015 CHICAGO ZONING ORDINANCE  
LANDSCAPING: 2015 CHICAGO ZONING ORDINANCE  
BUILDING: 2015 CHICAGO BUILDING CODE (VOL. 1 & 2)  
MECHANICAL: 2015 CHICAGO BUILDING CODE (VOL. 1 & 2)  
ELECTRICAL: 2015 CHICAGO BUILDING CODE (VOL. 1 & 2)  
PLUMBING: 2015 CHICAGO BUILDING CODE (VOL. 1 & 2)  
ACCESSIBILITY: 2015 CHICAGO BUILDING CODE (VOL. 1 & 2)  
1997 ILLINOIS ACCESSIBILITY CODE AND  
SUBSEQUENT AMENDMENTS THEREAFTER

## LEGEND

Room Name	ROOM NAME AND NUMBER	ACQUETIC TILE	WOOD STILE
101	SPOT ELEVATION	ALUMINUM	WOOD ROUGH OR FRAMING
101	REVISION TAG	BATT INSULATION OR SOUND ATTENUATION BLANKET	UNTEL TAG
101	NOTE TAG	BRICK (SECTION)	EXISTING CONSTRUCTION TO REMAIN
101	DOOR TAG	BRICK (ELEVATION)	NEW CONSTRUCTION
101	WINDOW TAG	CARPET	EXISTING CONSTRUCTION TO BE REMOVED
101	WALL TAG	CONCRETE	SCOPE OF WORK BOUNDARY LINE
101	DETAIL SHEET	CONCRETE BLOCK	NOT IN SCOPE
101	EXTERIOR ELEVATION	GLASS (ELEVATION)	
101	SECTION DETAIL	GLASS (SECTION)	
101	INTERIOR ELEVATION	MORTAR, GROUT, THINSET OR CEMENT GYPSUM BOARD	
101		METAL LATH AND PLASTER	
101		PLYWOOD	
101		RIGID INSULATION	
101		SIDING - LAP	
101		STEEL	

## DRAWING INDEX

DWG #	DESCRIPTION	IN-PROGRESS
00-0	COVER SHEET	0
A0-1	SITE PLAN AND SURVEY	0
A0-2	AREA CALCULATIONS	0
2	ARCHITECTURAL	0
A1-1	FOURTH FLOOR PLAN	0
A2-1	EXTERIOR ELEVATIONS	0
E1-1	FOURTH FLOOR ELECTRICAL PLAN	0



PARTIAL 3D VIEW - FRONT

## ARCHITECT'S STATEMENT & SEAL

COMPASS ARCHITECTURE, LLC  
ARCHITECT  
STATEMENT & SEAL



906 N Ashland Ave

COVER SHEET



A0-0

Chicago, IL

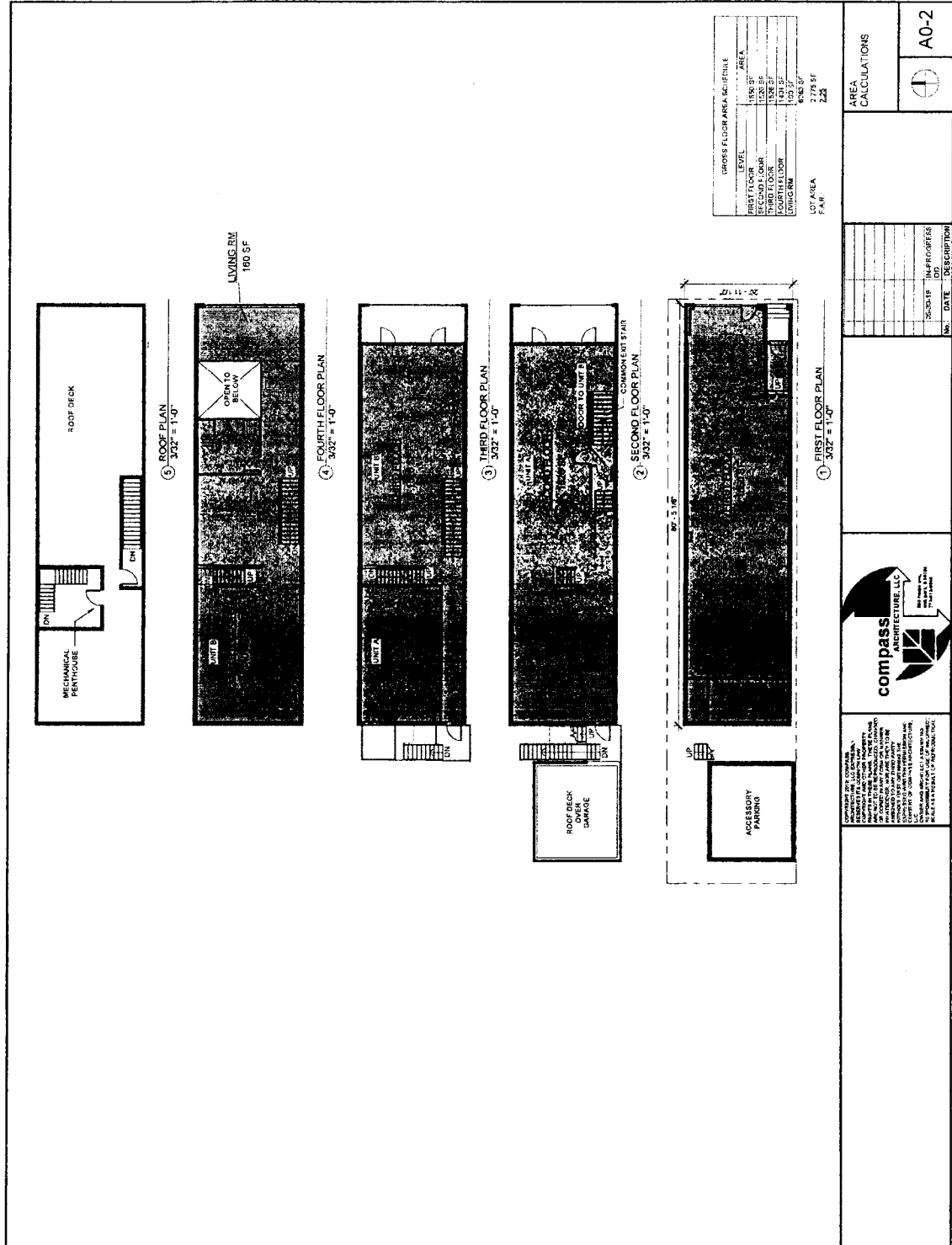
NO.	DATE	DESCRIPTION
05-30-19	IN-PROGRESS	00







FINAL FOR PUBLICATION





# FINAL FOR PUBLICATION

## DEMOLITION NOTES

1. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
2. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO ANY DEMOLITION WORK.
3. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
4. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
5. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
6. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
7. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
8. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.

## FLOOR PLAN NOTES

1. WALLS ARE TO BE DEMOLISHED WITH A TWO INCH CORRESPONDENCE TO THE EXISTING WALL.
2. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO ANY DEMOLITION WORK.
3. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
4. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
5. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
6. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
7. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.
8. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES TO REMAIN PRIOR TO ANY DEMOLITION WORK.

## GENERAL NOTES

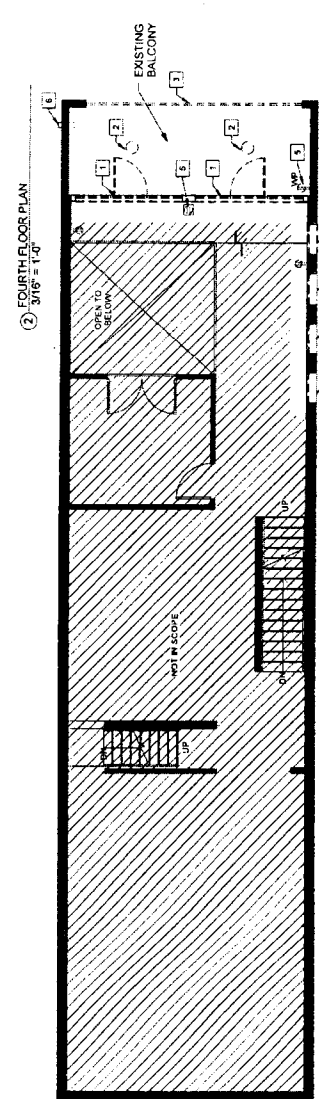
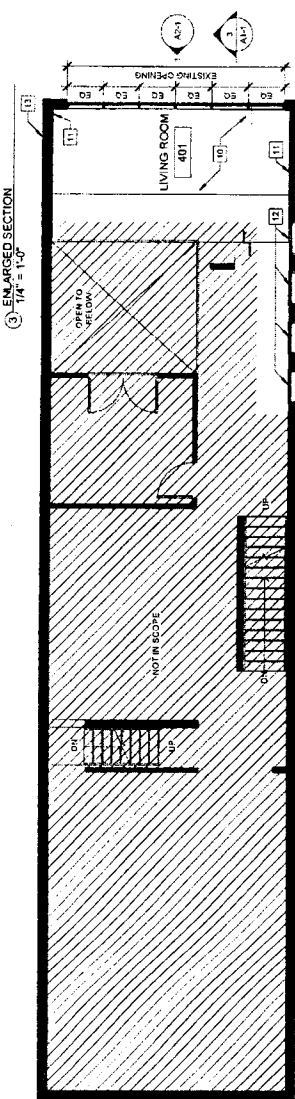
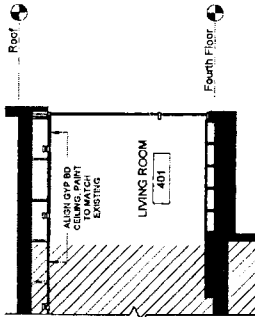
1. ALL INTERIOR WALLS AND CEILING FINISHES SHALL BE DEMOLISHED.
2. ALL EXTERIOR WALLS AND CEILING FINISHES SHALL BE DEMOLISHED.
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8. ALL EXTERIOR WALLS AND CEILING FINISHES SHALL BE DEMOLISHED.

## FOOTING SHEET NOTES

1. NEW FOOTING TO MATCH EXISTING AND ADJACENT.
2. EXISTING FOOTING TO MATCH EXISTING AND ADJACENT.
3. EXISTING FOOTING TO MATCH EXISTING AND ADJACENT.
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7. EXISTING FOOTING TO MATCH EXISTING AND ADJACENT.
8. EXISTING FOOTING TO MATCH EXISTING AND ADJACENT.

## DEMOLITION SHEET NOTES

1. DEMOLISH PATIO DOORS AND PORTALS OF WALL.
2. DEMOLISH PATIO DOORS AND PORTALS OF WALL.
3. DEMOLISH PATIO DOORS AND PORTALS OF WALL.
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FOURTH FLOOR - DEMOLITION PLAN

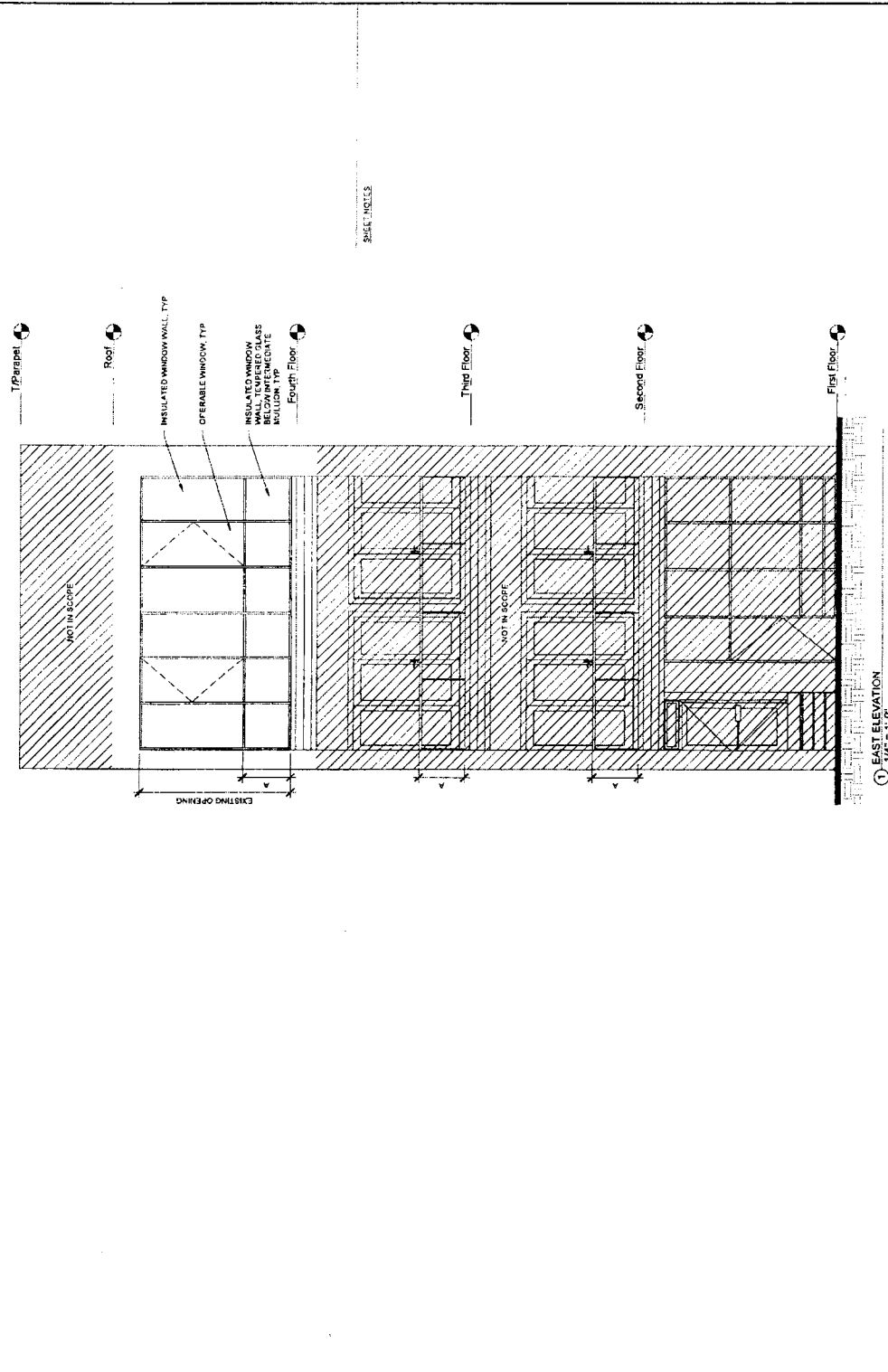
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NO. DATE DESCRIPTION	NO. DATE DESCRIPTION



COMPASS ARCHITECTURE LLC  
1111 N. LAKE STREET, SUITE 100  
CHICAGO, IL 60610  
TEL: 312.555.1234  
WWW.COMPASSARCHITECTURE.COM



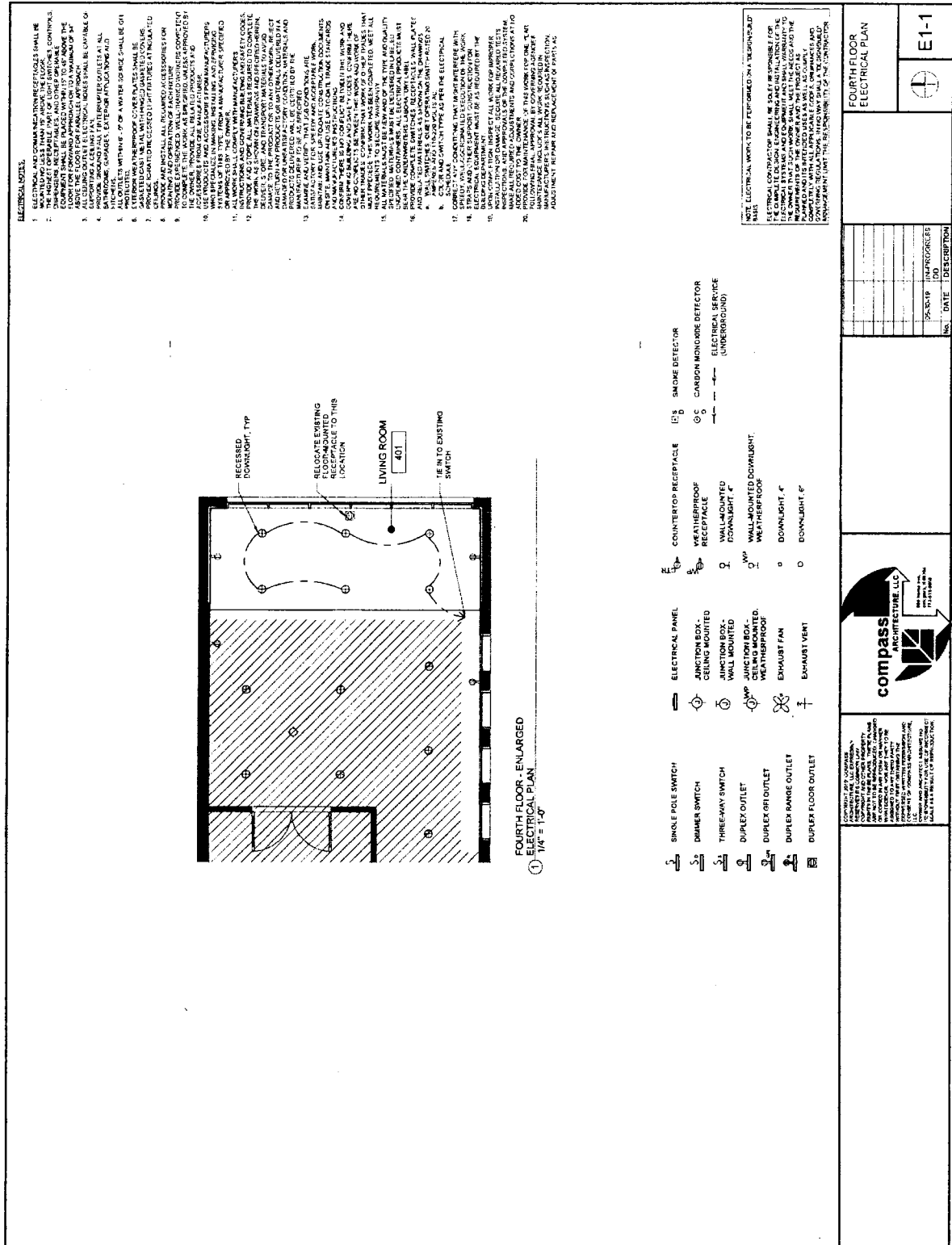
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<p>COMPASS ARCHITECTURE LLC                  10000 W. 10TH AVENUE, SUITE 100                  DENVER, CO 80202                  TEL: 303.733.1111                  WWW.COMPASSARCHITECTURE.COM</p>		<p>DATE: 10/16/2019                  DESCRIPTION: EXTERIOR ELEVATIONS</p>	
<p>1 EAST ELEVATION                  1/4" = 1'-0"</p>		<p>A2-1</p>	



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*Reclassification Of Area Shown On Map No. 3-H.*

(Application No. 20146)

(Common Address: 1854 W. Iowa St.)

[O2019-6810]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Zoning Ordinance be amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 3-H in the area bounded by:

the public alley next north of and parallel to West Iowa Street; a line 72 feet east of and parallel to North Wolcott Avenue; West Iowa Street; and a line 48 feet east of and parallel to North Wolcott Avenue,

to those of an RM4.5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. The ordinance shall be in force and effect from and after its passage and due publication.

—

*Reclassification Of Area Shown On Map No. 4-G.*

(Application No. 20171)

(Common Address: 1653 S. Throop St.)

[O2019-6830]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 4-G in the area bounded by:

a line 73.00 feet north of and parallel to West 18<sup>th</sup> Street; the public alley next east of and parallel to South Throop Street; a line 49.00 feet north of and parallel to West 18<sup>th</sup> Street; and South Throop Street,



to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 4-I.*

(Application No. 20156T1)

(Common Address: 2720 W. Cermak Rd.)

[O2019-6867]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current B3-2 Community Shopping District symbols and indications as shown on Map Number 4-I in the area bounded by:

the public alley next north of and parallel to West Cermak Road; a line 73.00 feet east of and parallel to South Fairfield Avenue; West Cermak Road; and a line 49.00 feet east of and parallel to South Fairfield Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing and Proposed Site Plans; Architectural Garden Level Plan;  
Second, Third and Fourth Architectural Plans; and Front, Rear, Left  
and Right Building Elevations attached to this ordinance  
printed on pages 7982 through 7987  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



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**NARRATIVE AND PLANS**

2720 West Cermak Road

TYPE I REGULATIONS

Narrative: The subject property is improved with a three-story building containing three residential dwelling units and a two car garage. The Applicant proposes to rezone the property from a B3-2 Community Shopping District to a B2-3 Neighborhood Mixed-Use District to construct a front four-story addition and add one dwelling unit for a total of four residential dwelling units on the property. The Applicant will maintain two parking spaces on the property. The proposed height is 40 feet 2 inches.

Lot Area: 3,096 square feet

FAR: 1.41

Floor Area: 4,350 square feet

Residential Dwelling Units: 4

MLA: 774.00 square feet

Height: 40 feet 2 inches

Automobile Parking: 2\*

**Setbacks:**

Front (West Cermak):	32.62 feet
East Side:	2.41 feet
West Side:	0.50 feet
Rear (alley):	26.75 feet**

A set of plans is attached.

\* Property is located on a Pedestrian Street and within 810 feet of the CTA California Station

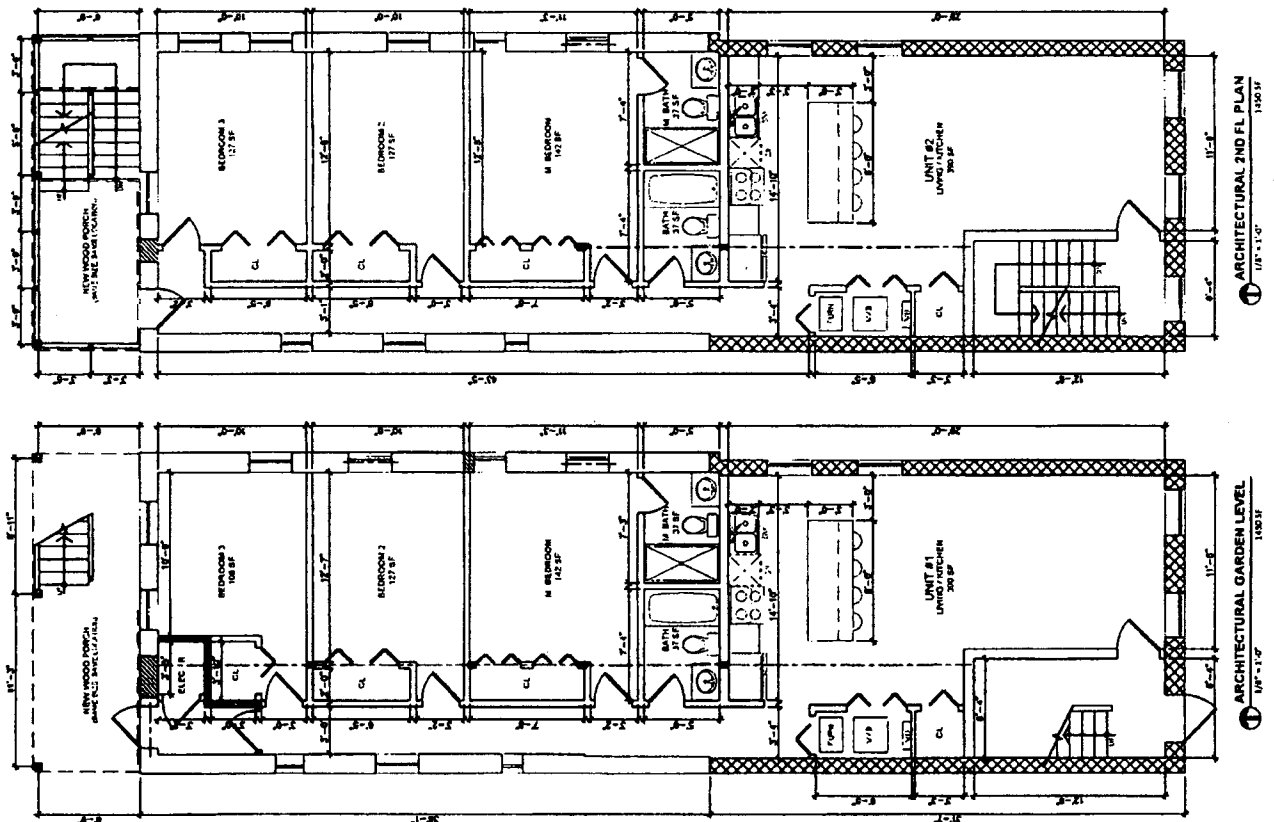
\*\* Existing Condition







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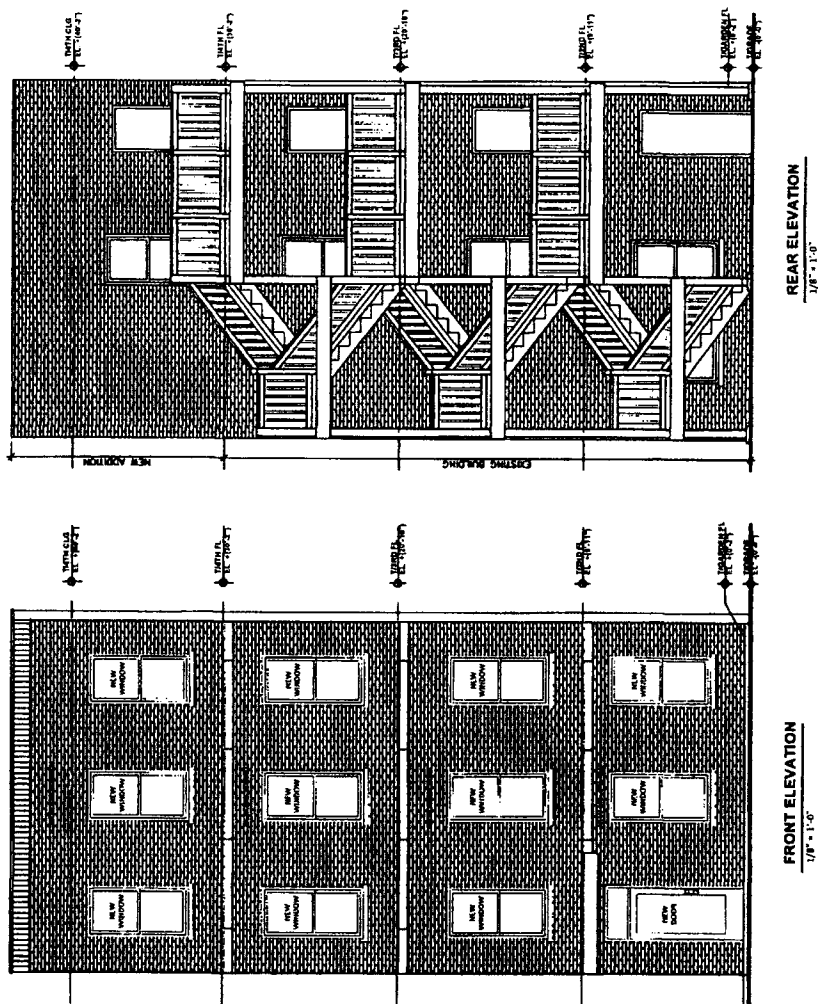






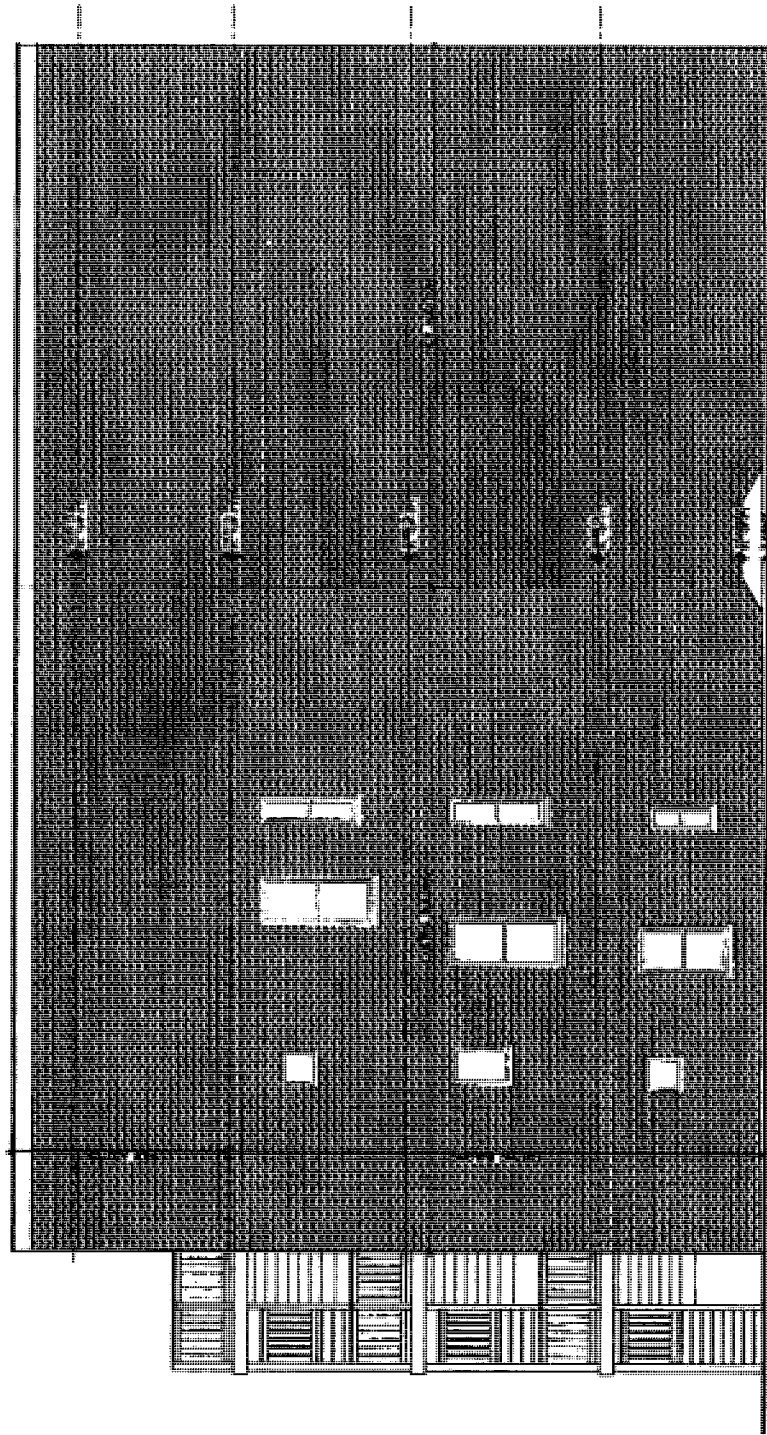


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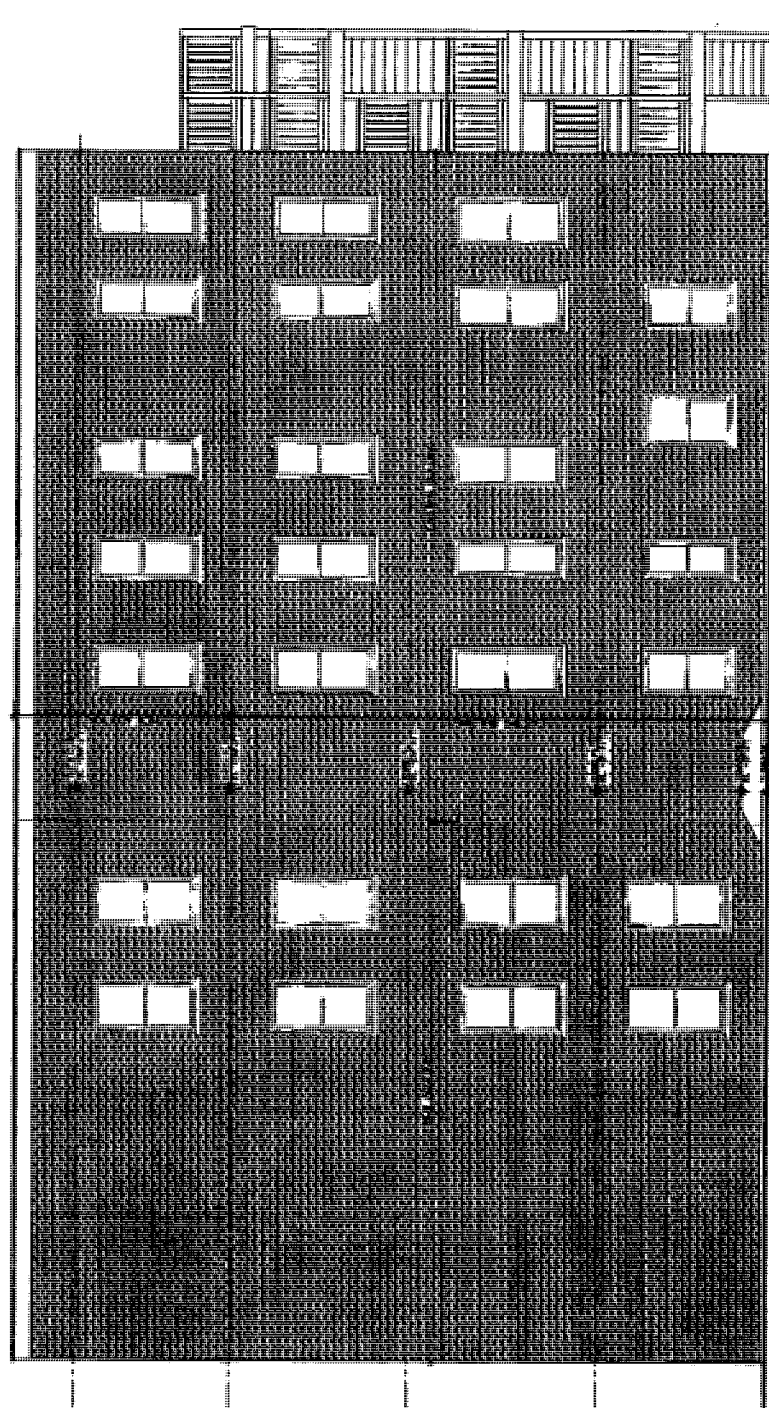
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LEFT ELEVATION  
1/8" = 1'-0"



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RIGHT ELEVATION  
1/8" = 1'-0"



*Reclassification Of Area Shown On Map No. 5-H.*

(Application No. 20165T1)

(Common Address: 1601 N. Western Ave.)

[O2019-6872]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District and M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 194 feet north of and parallel to West North Avenue; a line 82.58 feet east of and parallel to North Western Avenue; a line 155 feet north of and parallel to West North Avenue; the alley next east of and parallel to North Western Avenue; a line 145 feet north of and parallel to West North Avenue; a line 82.58 feet east of and parallel to North Western Avenue; a line 130 feet north of and parallel to West North Avenue; a line 127.50 feet east of and parallel to North Western Avenue; and North Western Avenue,

to those of a B3-2 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Floor Plans; and North, South, East and  
West Building Elevations attached to this  
ordinance printed on pages 7990  
through 7996 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



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**17-13-0303-C (1) Narrative Zoning Analysis**

1601 North Western Avenue, Chicago, Illinois

Proposed Zoning: B3-2 Community Shopping District

Lot Area: 17,983 square feet

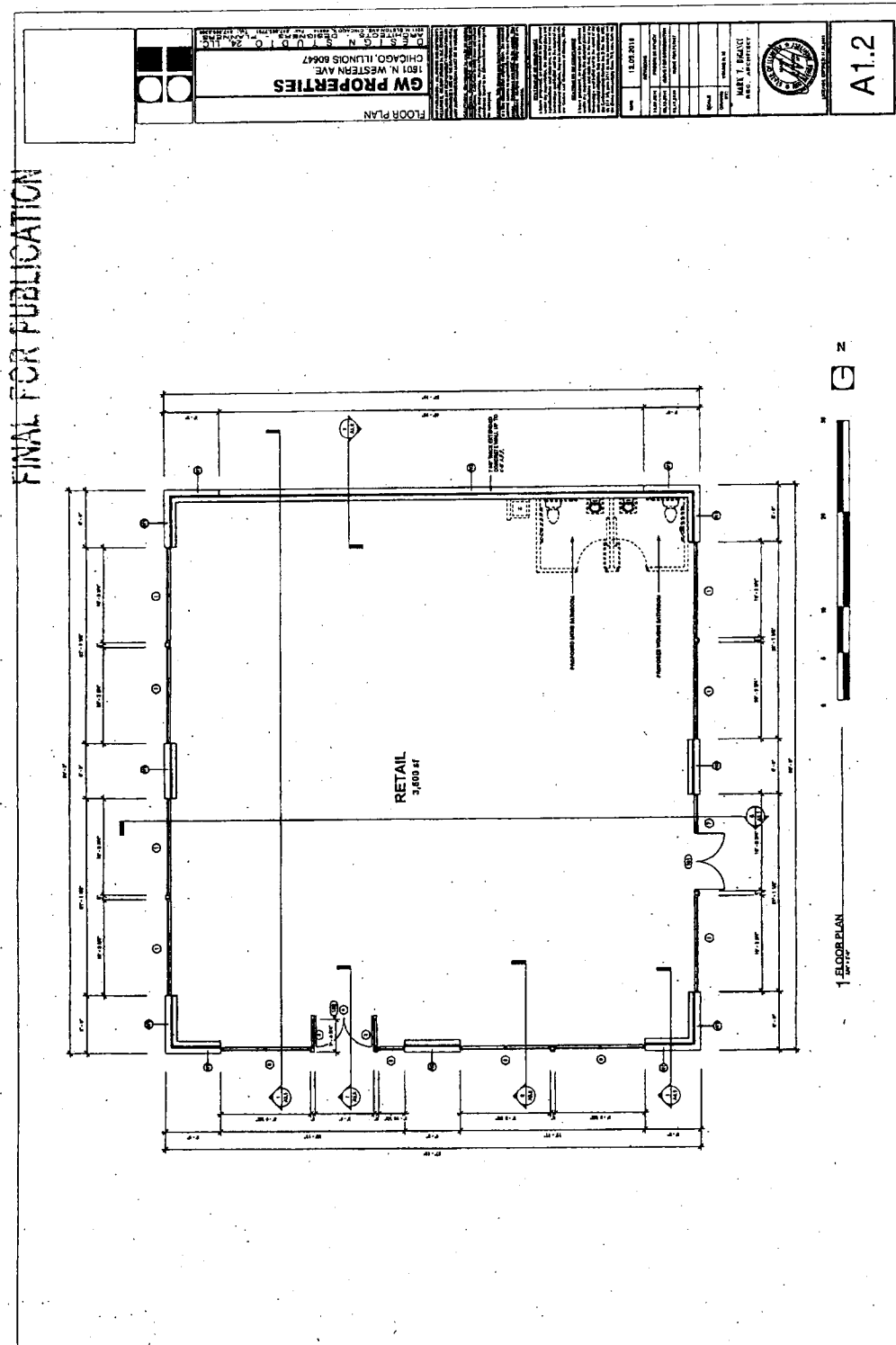
**Proposed Land Use:** The Applicant is seeking a zoning change in order to permit the location and establishment of a new one-story retail building and a new one-story retail-office building, plus a surface parking lot, at the subject site – which such site is presently *split-zoned*. The existing one-story (vacant) restaurant building will be razed, to allow for the proposed new improvements. The surface lot will provide off-street parking for thirty-four (34) vehicles. Both of the new buildings will be masonry in construction and measure 20 feet-0 inches in height.

- (A) The Project's Floor Area Ratio: 9,466 square feet (1.9 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): No dwelling units are intended or proposed
- (C) The amount of off-street parking: 34 vehicular parking spaces
- (D) Setbacks:
  - a. Front Setback: 0 feet-0 inches
  - b. Rear Setback: 25 feet-0 inches
  - c. Side Setbacks:
    - North: 5 feet-0 inches
    - South: 0 feet-0 inches
- (E) Building Height:
  - 20 feet-0 inches (each building)



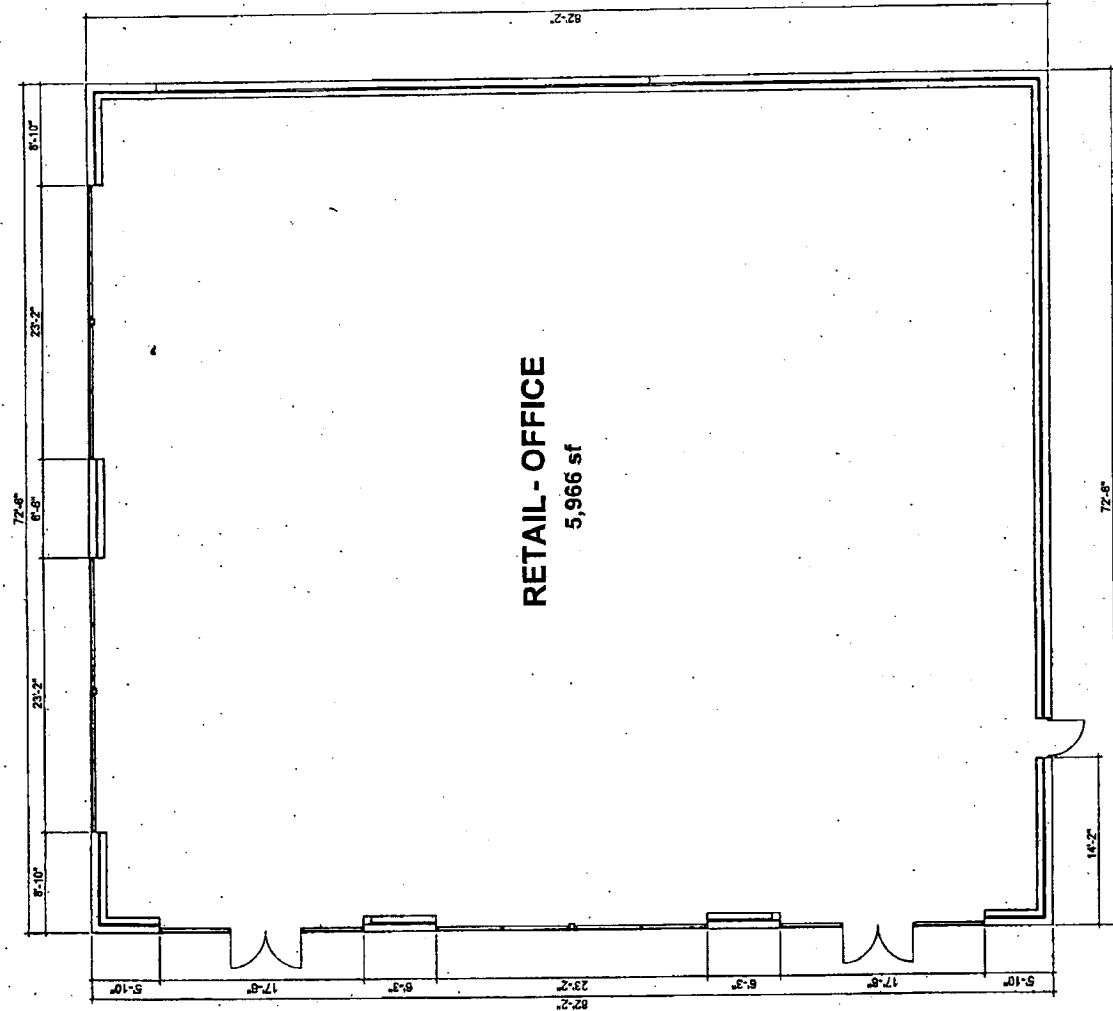








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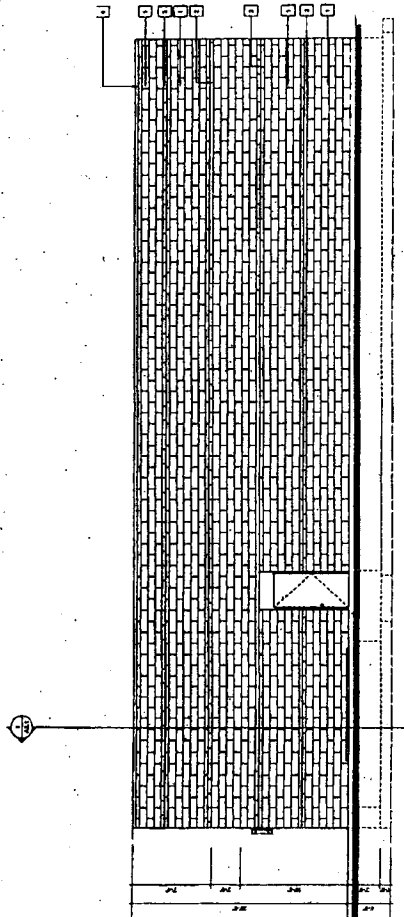


1 FLOOR PLAN  
1/8"=1'-0"

		<b>GW PROPERTIES</b> 1611 N WESTERN CHICAGO, ILLINOIS 60614 TEL: (773) 348-1000 FAX: (773) 348-1001 WWW.GWPROPERTIES.COM	<b>DESIGN</b> ARCHITECTS 1611 N WESTERN CHICAGO, ILLINOIS 60614 TEL: (773) 348-1000 FAX: (773) 348-1001 WWW.DESIGNARCHITECTS.COM	<b>PROJECT</b> 1611 N WESTERN CHICAGO, ILLINOIS 60614 TEL: (773) 348-1000 FAX: (773) 348-1001 WWW.DESIGNARCHITECTS.COM	<b>DATE</b> 10/16/2019	<b>BY</b> MARK J. DUBOIS ARCHITECT		<b>A1.2</b>
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2 EAST ELEVATION

EXTERIOR MATERIAL LEGEND

- 1. BRICK, COMMON, 8" x 8" x 16"
- 2. BRICK, COMMON, 4" x 8" x 16"
- 3. BRICK, COMMON, 2" x 8" x 16"
- 4. BRICK, COMMON, 1" x 8" x 16"
- 5. BRICK, COMMON, 1/2" x 8" x 16"
- 6. BRICK, COMMON, 1/4" x 8" x 16"
- 7. BRICK, COMMON, 1/8" x 8" x 16"
- 8. BRICK, COMMON, 1/16" x 8" x 16"
- 9. BRICK, COMMON, 1/32" x 8" x 16"
- 10. BRICK, COMMON, 1/64" x 8" x 16"
- 11. BRICK, COMMON, 1/128" x 8" x 16"
- 12. BRICK, COMMON, 1/256" x 8" x 16"
- 13. BRICK, COMMON, 1/512" x 8" x 16"
- 14. BRICK, COMMON, 1/1024" x 8" x 16"
- 15. BRICK, COMMON, 1/2048" x 8" x 16"
- 16. BRICK, COMMON, 1/4096" x 8" x 16"
- 17. BRICK, COMMON, 1/8192" x 8" x 16"
- 18. BRICK, COMMON, 1/16384" x 8" x 16"
- 19. BRICK, COMMON, 1/32768" x 8" x 16"
- 20. BRICK, COMMON, 1/65536" x 8" x 16"
- 21. BRICK, COMMON, 1/131072" x 8" x 16"
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- 210















*Reclassification Of Area Shown On Map No. 5-J.*

(As Amended)

(Application No. 20144T1)

(Common Address: 3200 W. Armitage Ave.)

[SO2019-6808]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Neighborhood District symbols and indications as shown on Map Number 5-J in the area bounded by:

the alley next north of and parallel to West Armitage Avenue; North Kedzie Avenue; West Armitage Avenue; and a line 35 feet west of and parallel to North Kedzie Avenue,

to those of a C1-3 Neighborhood District.

SECTION 2. This ordinance takes effect after its passage and approval.

[Proposed Zoning Change; and Building Depictions  
attached to this ordinance printed on  
pages 7999 through 8001  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



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Type 1 Zoning Amendment  
Address 3200 W. Armitage Avenue

Narrative

**Project:** The applicant intends to use the subject property to allow the expansion of an existing accessory use outdoor patio that serves the existing tavern of the adjacent property located at 3204-06 W. Armitage. The existing outdoor patio is 1925 sq. ft and will add 1248 for a total of 3173 sq.ft. outdoors. The interior adjacent tavern is 4238 sq ft. The total combined outdoor patio space and interior tavern space will be 7411 sq.ft. There is no parking and no dwelling units at the subject property.

**Zoning:** from C1-1 to C1-3

**Lot area:** 4375 square feet

**Density (Minimum lot area)** N/A No residential

**F.A.R.:** 0.193

**Building area** existing vacant retail building 841 square feet

**Setbacks:**  
front (South) zero  
side (West) 15.0  
rear (North) 83.0  
side (East) zero

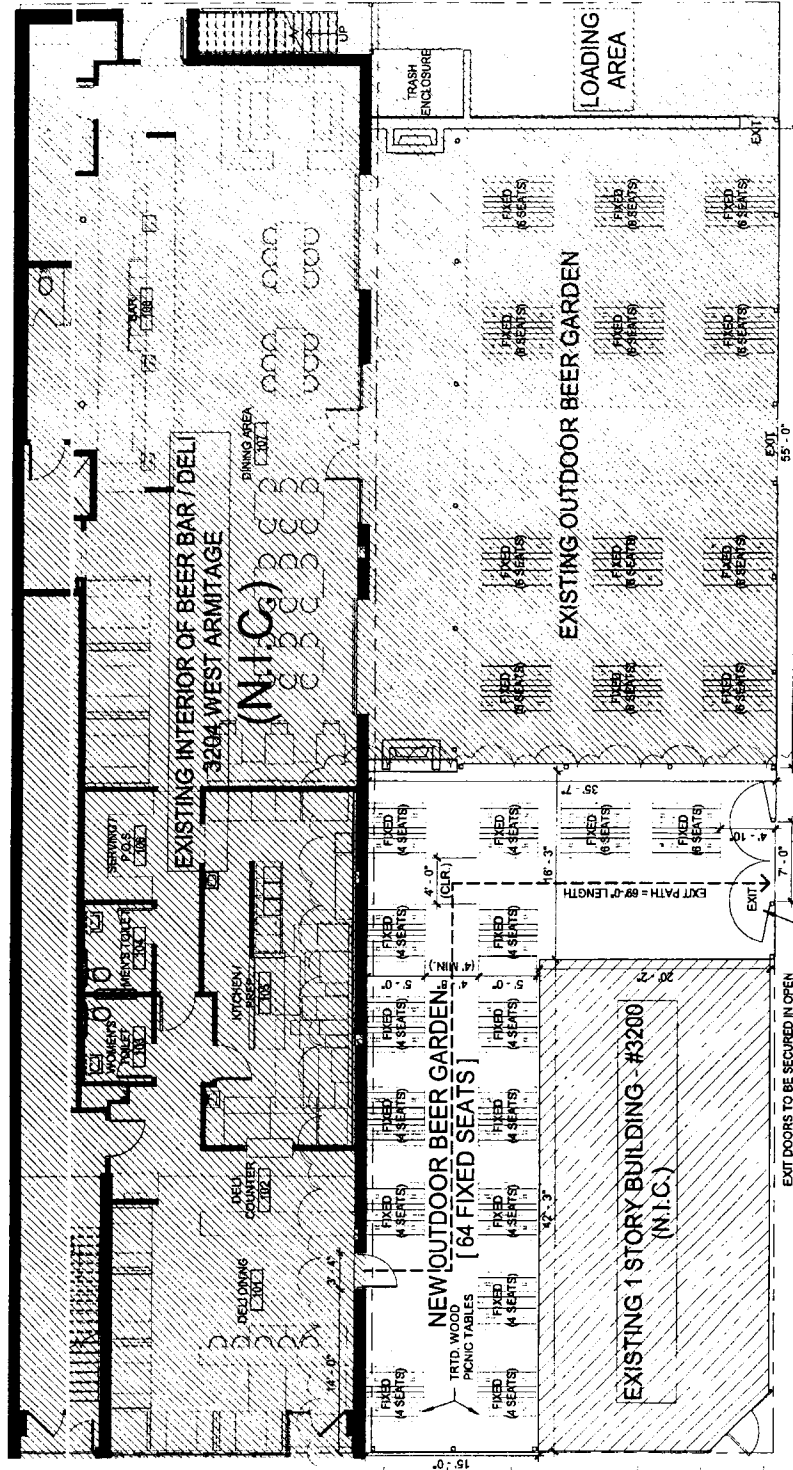
**Building Height:** existing 12 feet

**Off street parking:** zero

**Off street loading:** zero



FINAL FOR PUBLICATION



BEER GARDEN PLAN

1/8" = 1'-0"

OKW Architects

OKW ARCHITECTS  
600 W. Jackson, Suite 250  
Chicago, IL 60661

SCALE: 1/8" = 1'-0"

BEER BAR AND DELI

PROPOSED ZONING CHANGE

3200 W. ARMITAGE AVE. CHICAGO, IL 60647  
JULY 30, 2019 Project #: 16037

SITE-1











*Reclassification Of Area Shown On Map No. 5-K.*  
(As Amended)  
(Application No. 20093T1)  
(Common Address: 2200 N. Keeler Ave. And 4200 W. Palmer St.)  
[SO2019-5553]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-K in the area bounded by:

a line 25.60 feet north of and parallel to West Palmer Street; North Keeler Avenue; West Palmer Street; and the alley next west of and parallel to North Keeler Avenue,

to those of an RM5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing and Proposed Site Plans; and Existing and Proposed  
Basement Floor Plans attached to this ordinance  
printed on pages 8004 through 8006  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

**17-13-0303-C (1) Substitute Narrative and Plans****App. No. 20093-T1**

2200 North Keeler Avenue, 4200 West Palmer Street, Chicago, Illinois

Proposed Zoning: RM-5 Residential Multi-Unit District

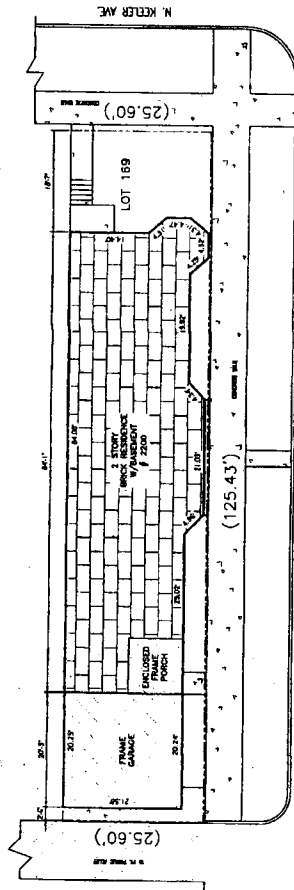
Lot Area: 3,211.008 square feet

Proposed Land Use: The Applicant is seeking a zoning change to bring into compliance an existing fifth dwelling unit located within the existing multi-unit residential building at the subject site. No changes are proposed to the height, FAR, setbacks, or footprint of the building. Onsite garage parking for two (2) cars will continue to be provided. Because the building is more than 50 years old, no additional parking is required to serve the one (1) additional unit.

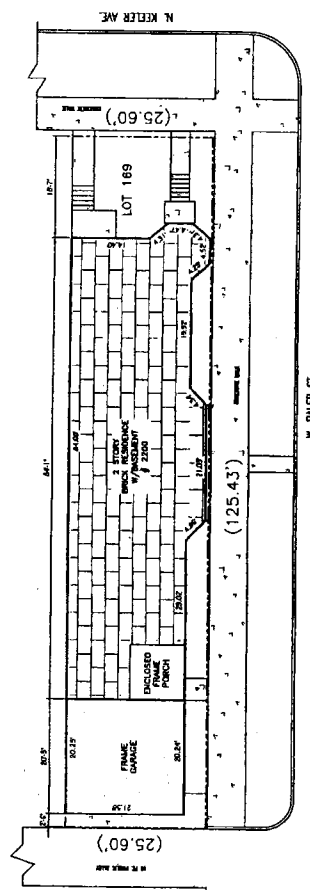
- (A) The Project's Floor Area Ratio: 3,892 square feet (1.212 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 642.202 square feet/dwelling unit  
(3,211.008 sf / 5 units)
- (C) The amount of off-street parking: 2 vehicular parking spaces
- (D) Setbacks (with North Keeler Avenue as the front of the property):
  - a. Front Setback: 15 feet-8.64 inches
  - b. Rear Setback: 2 feet-6 inches
  - c. Side Setbacks:
    - North: 0 feet-0 inches
    - South: 0 feet-0 inches
- (E) Building Height:
  - 35 feet-0 inches



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EXISTING SITE PLAN



PROPOSED SITE PLAN

2203 N. KEELER AVE  
CHICAGO, ILLINOIS

DESCRIPTION OF WORK:

EXISTING & PROPOSED  
SITE PLAN

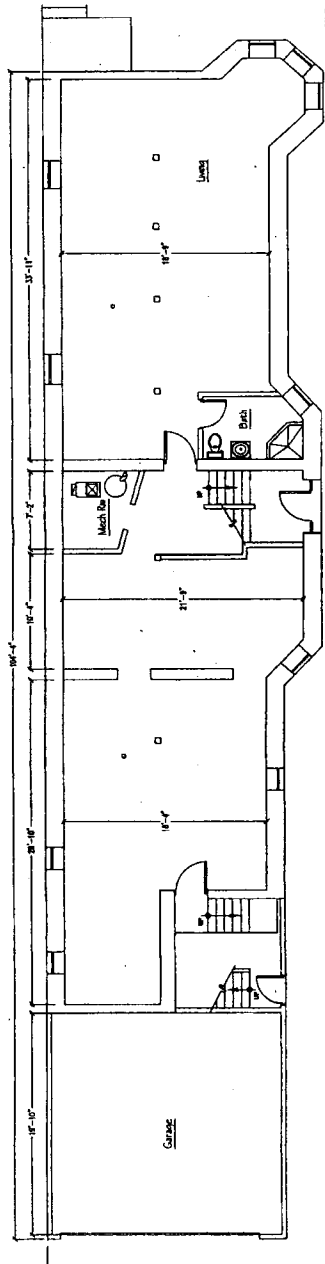
SHEET NO.

A-1

SHEET OF



Final for Publication



Existing Basement Floor Plan  
1/8" = 1'-0"

7200 N. KEER AVE  
CHICAGO, ILLINOIS

EXISTING BASEMENT FLOOR PLAN

A-2







*Reclassification Of Area Shown On Map No. 5-M.*

(Application No. 20140)

(Common Address: 5612 -- 5614 W. Grand Ave.)

[O2019-6822]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 5-M in the area bounded by:

the alley next north of and parallel to West Grand Avenue; a line 163.65 feet east of and parallel to North Parkside Avenue as measured at the north right-of-way line of West Grand Avenue; West Grand Avenue; and a line 85.83 feet east of and parallel to North Parkside Avenue as measured at the north right-of-way line of West Grand Avenue,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 6-F.*

(Application No. 20162T1)

(Common Address: 2919 -- 2929 S. Halsted St.)

[O2019-6871]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols as shown on Map Number 6-F in the area bounded by:

a line 176.5 feet south of and parallel to West 29<sup>th</sup> Street; the public alley next east of and parallel to South Halsted Street; a line 323 feet south of and parallel to West 29<sup>th</sup> Street; and South Halsted Street,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Basement, First and Second Floor Plans; and Left, Right, Front and Rear Building Elevations attached to this ordinance printed on pages 8009 through 8013 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



FINAL FOR PUBLICATION

**A NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR  
2919-29 SOUTH HALSTED STREET, CHICAGO**

The subject property is currently improved with a commercial building, housing an existing 4,500 square feet day care center and some offices. The Applicant needs a zoning change in order to allow an interior expansion of the existing day care center within the existing building, for a total of 14,829 square feet of day care space and 4,000 square feet will remain as offices.

Project Description:	Zoning Change from an M1-2, Limited Manufacturing/Business Park District to a B3-2, Community Shopping District
Use:	Day Care Center / Offices
Floor Area Ratio:	0.97
Lot Area:	19,484.50 Square Feet
Building Floor Area:	Existing Day Care Floor Area: 4,500 SF Proposed Day Care Floor Area: 14,829 SF Proposed Floor Area for Offices: 4,000 SF
Density:	N/A
Off- Street Parking:	Parking Spaces: 10
Set Backs:	Existing Front: 0 Feet Existing North Side: 4 Feet Existing South Side: 0 Feet Existing Rear: 0 Feet
Building height:	Existing: 32 Feet 6 Inches



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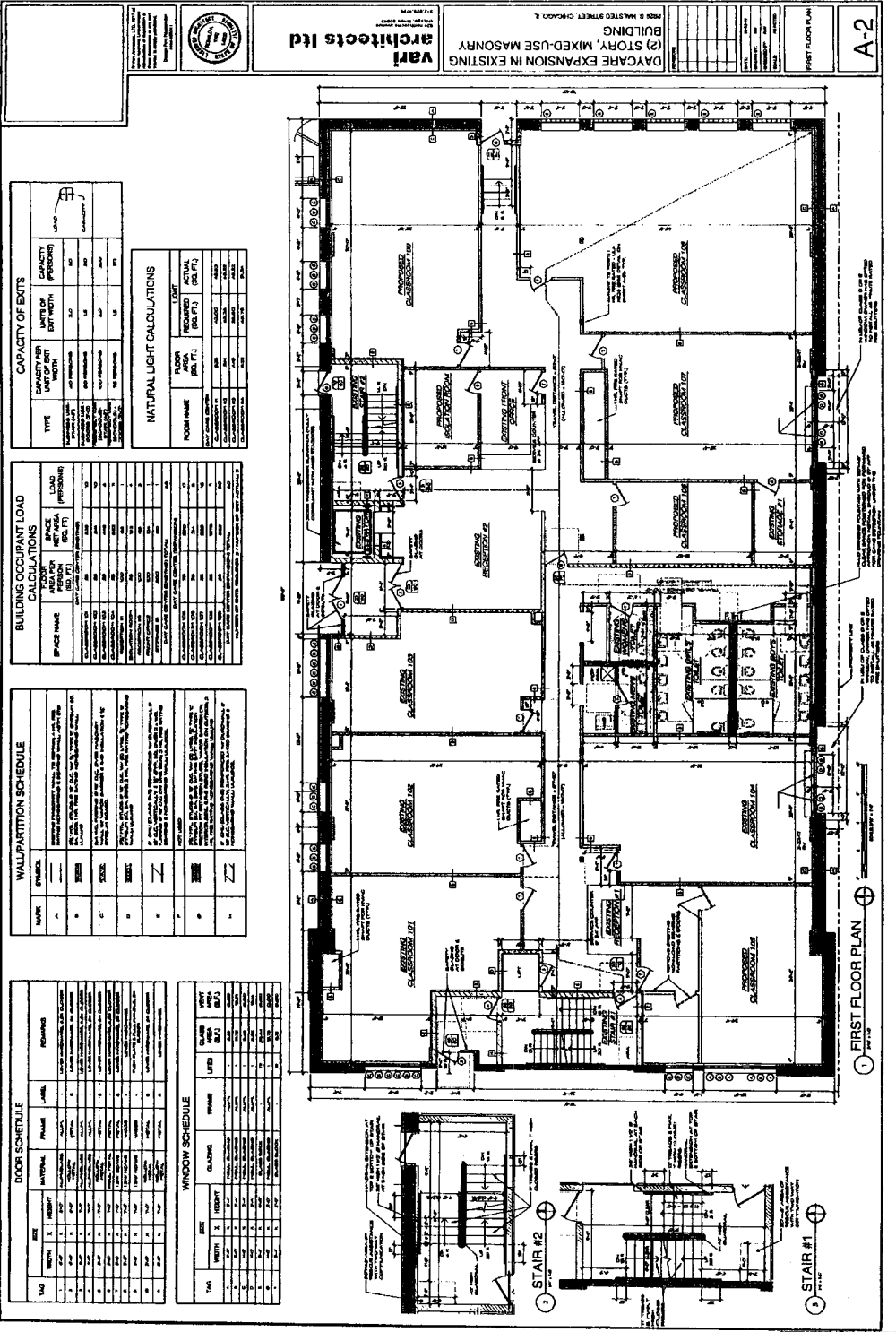
### CITY OF CHICAGO - D.O.B.

GENERAL BUILDING REQUIREMENTS PER CBO AND CBO (MOST CURRENT EDITIONS)	REUSE	NEW	REUSE	ACTUAL
<b>MINIMUM PERFORMANCE REQUIREMENTS</b>				
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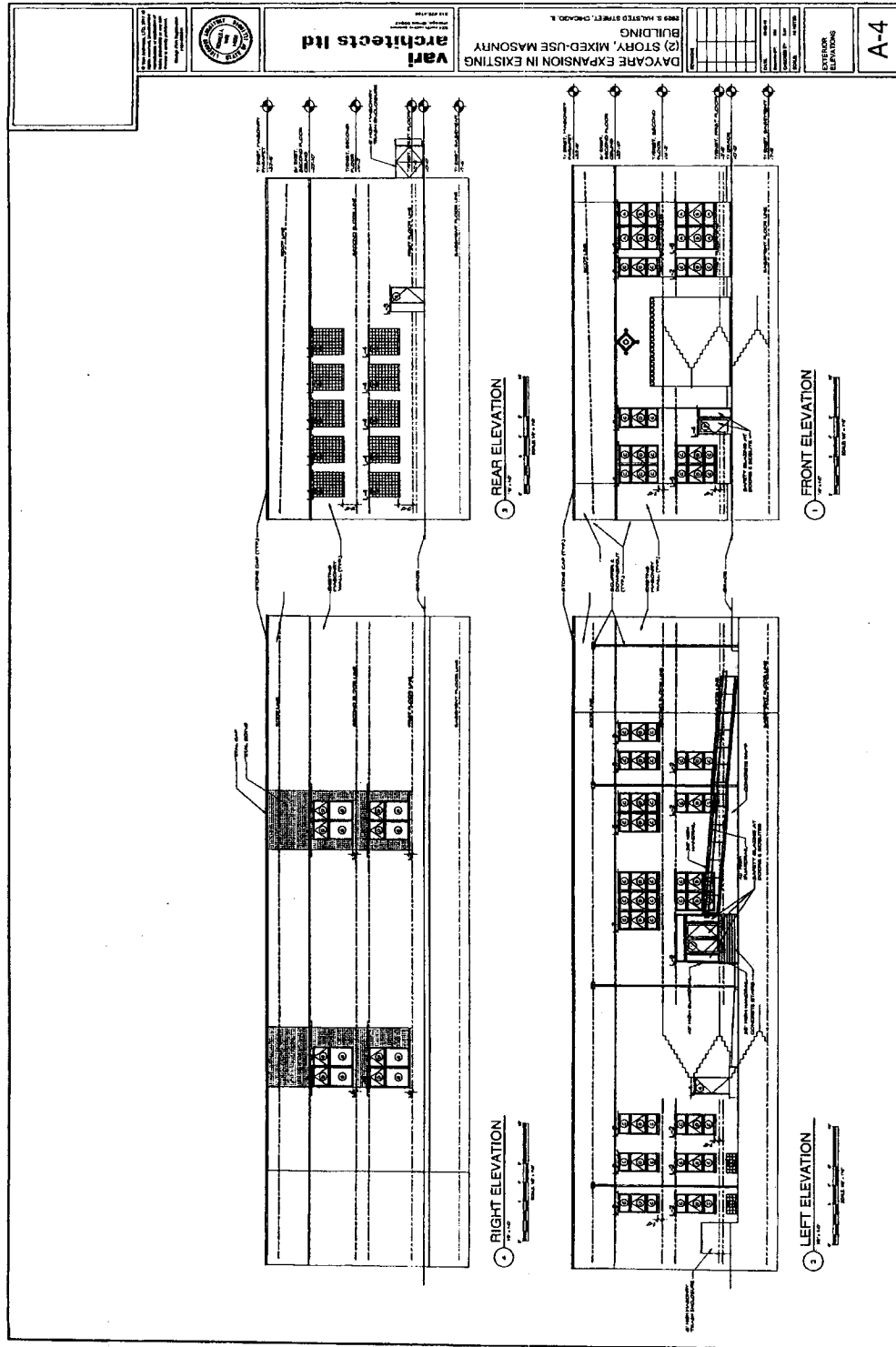








FINAL FOR PUBLICATION





*Reclassification Of Area Shown On Map No. 7-F.*

(Application No. 20132T1)

(Common Address: 2616 -- 2618 N. Clark St.)

[O2019-6824]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 7-F in the area bounded by:

a line 44 feet north of the north line of the alley next north of West Wrightwood Avenue as measured along the west line of North Clark Street and perpendicular thereto; North Clark Street; the alley next north of and parallel to West Wrightwood Avenue; the westerly terminus line of the last said alley; the southerly line of the last said alley if extended 25 feet southwesterly where no alley exists; and a line 175 feet west of North Clark Street as measured along the north line of West Wrightwood Avenue and perpendicular thereto,

to those of a B3-5 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and publication.

[Site Plan; Plan Diagram First Floor; North, South, East and West  
Building Elevations; North Coach House Building Elevation;  
and First Floor Plan attached to this ordinance  
printed on pages 8016 through  
8023 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

### NARRATIVE ZONING ANALYSIS TYPE 1 ZONING MAP AMENDMENT APPLICATION

**Applicant:** 2616 N Clark, LLC  
**Property Location:** 2616-2618 North Clark Street  
**Proposed Zoning:** B3-5 Community Shopping District  
**Lot Area:** 4,850.22

2616 North Clark, LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 2616-2618 North Clark Street from the B1-2 Neighborhood Shopping District to the B3-5 Community Shopping District in order to authorize the establishment and operation of a boutique hotel containing a maximum of 20 hotel rooms within an existing 5-story commercial mixed-use building and rear detached coach house.

The site is bounded by commercial properties on the north, Clark Street on the east, a 20' public alley to the south, and residential properties to the west. The subject property contains 4,850.22 square feet of site area and is currently improved with an existing 5-story mixed-use commercial building and a two-story detached coach house at the rear of the property. The Applicant proposes to establish a boutique hotel within the existing building and coach house. The overall project FAR will be 3.38.

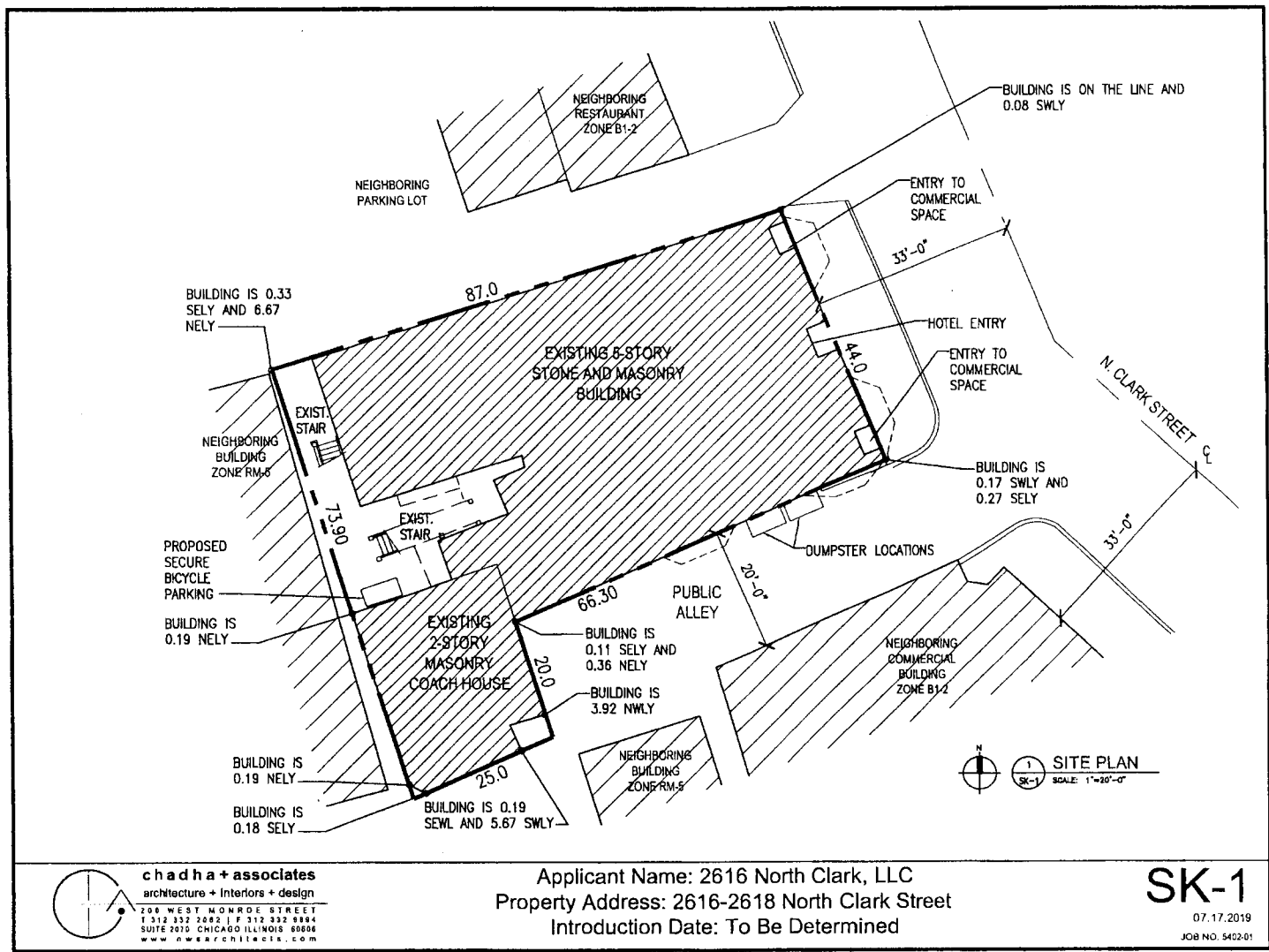
The Applicant will seek approval of a Special Use from the Zoning Board of Appeals to authorize the establishment and operation of a hotel use in the B3-5 District.

The proposed use requires 0 off-street parking spaces. No parking spaces will be provided on site.

### **NARRATIVE ZONING ANALYSIS**

- (a) Floor Area and Floor Area Ratio:
  - i. Lot area: 4,850.22 square feet
  - iii. Total building area: 16,310 square feet
  - iv. FAR: 3.38
- (b) Density (Lot Area Per Dwelling Unit): N/A – no dwelling units
- (c) Number of Off-street Parking Spaces: 0 vehicular parking spaces
- (d) Setbacks:
  - i. Front setback: 0 feet
  - ii. Side setback (north): 0 feet
  - iii. Side setback (south): 0 feet
  - iv. Rear setback: 0 feet
- (e) Building height: 57 feet
- (f) Off-street Loading: 0 spaces





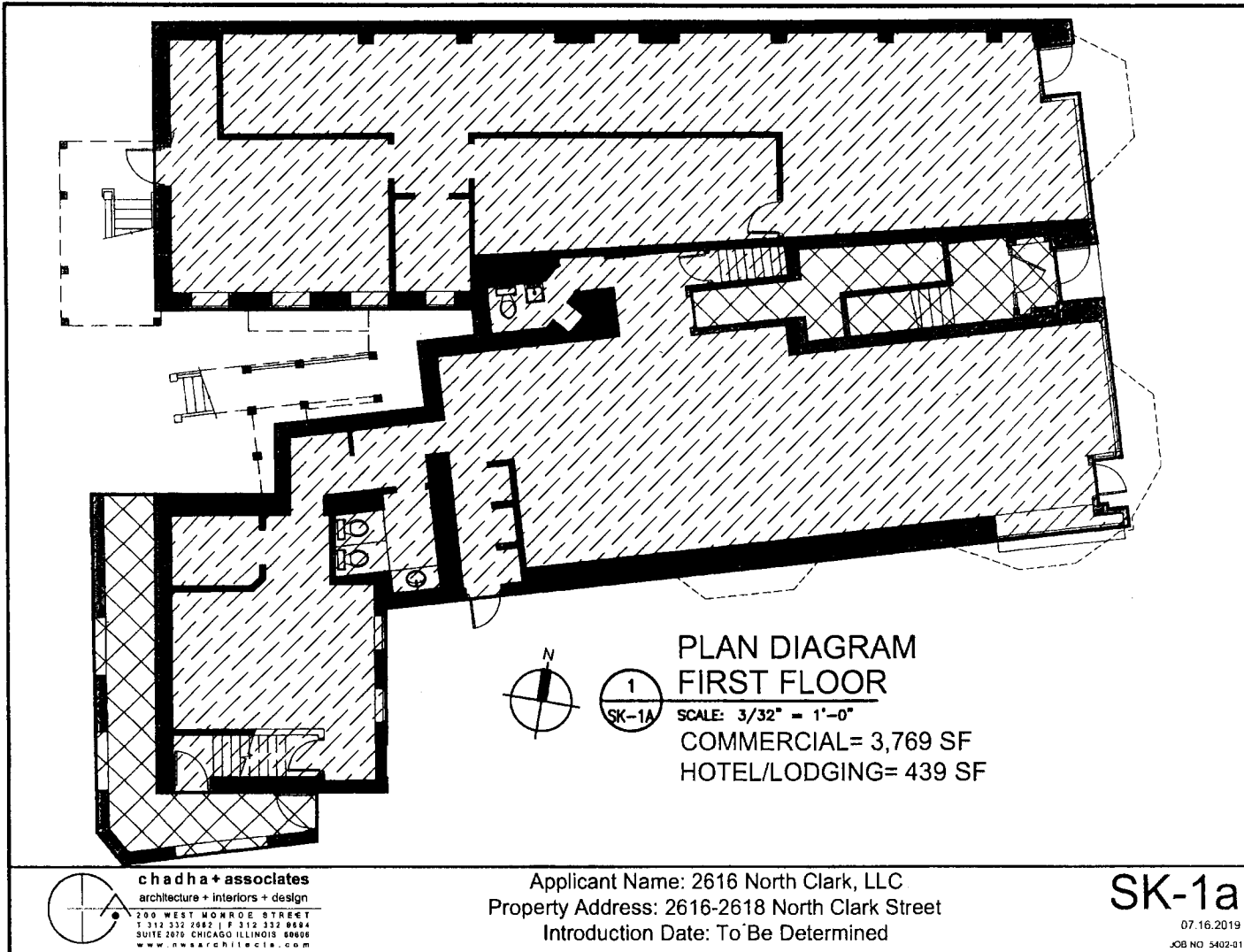


Final for Publication

10/16/2019

REPORTS OF COMMITTEES

8017





Final for Publication

8018

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019

BUILDING HEIGHT  
+/- 57'-0"  
MEAN HALFWAY  
HEIGHT OF GABLE  
ROOF

T/5TH FLOOR  
+/- 45'-11"

T/4TH FLOOR  
+/- 35'-7"

T/3RD FLOOR  
+/- 26'-0"

T/2ND FLOOR  
+/- 14'-0"

T/LOBBY ENTRY  
0'-+/- 7"

T/SIDEWALK  
0'-0"

EXISTING  
DECORATIVE  
PEDIMENTS TO  
REMAIN,  
TYPICAL

EXISTING  
STONE AND  
BRICK TO  
REMAIN,  
TYPICAL

EXISTING  
WINDOWS TO  
REMAIN. ANY  
WINDOWS WILL  
BE REPLACED  
WITHIN EXISTING  
OPENINGS,  
TYPICAL

EXISTING  
STOREFRONTS  
TO REMAIN,  
TYPICAL



1  
SK2

EAST ELEVATION

SCALE: 3/32" = 1'-0"



chadha + associates  
architecture + interiors + design  
200 WEST MONROE STREET  
T 312 332 2082 | F 312 332 8884  
SUITE 2070 CHICAGO ILLINOIS 60608  
WWW.CHADHAARCHITECTS.COM

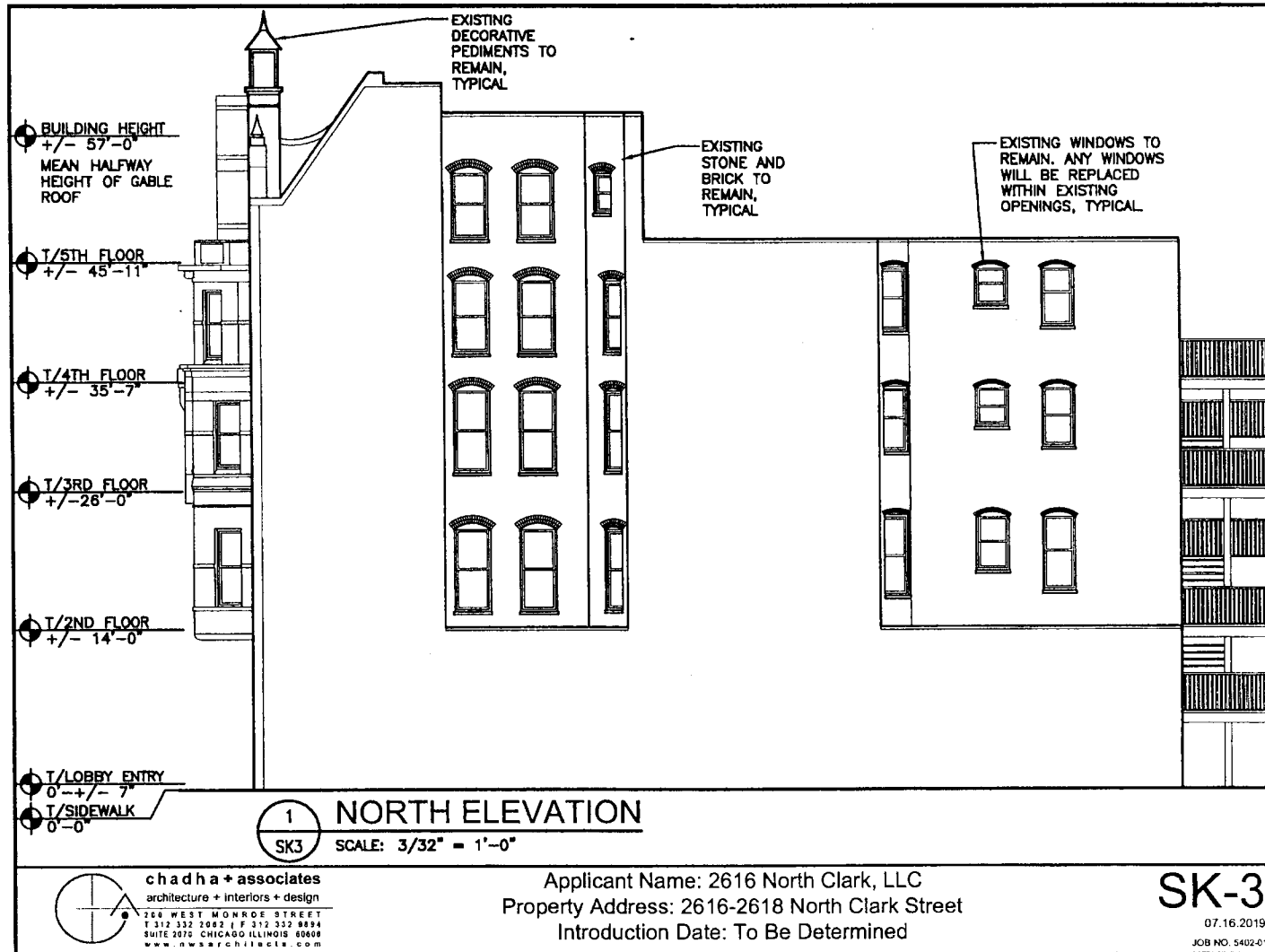
Applicant Name: 2616 North Clark, LLC  
Property Address: 2616-2618 North Clark Street  
Introduction Date: To Be Determined

SK-2

07.16.2019  
JOB NO. 5432-01



Final for Publication



10/16/2019

REPORTS OF COMMITTEES

8019

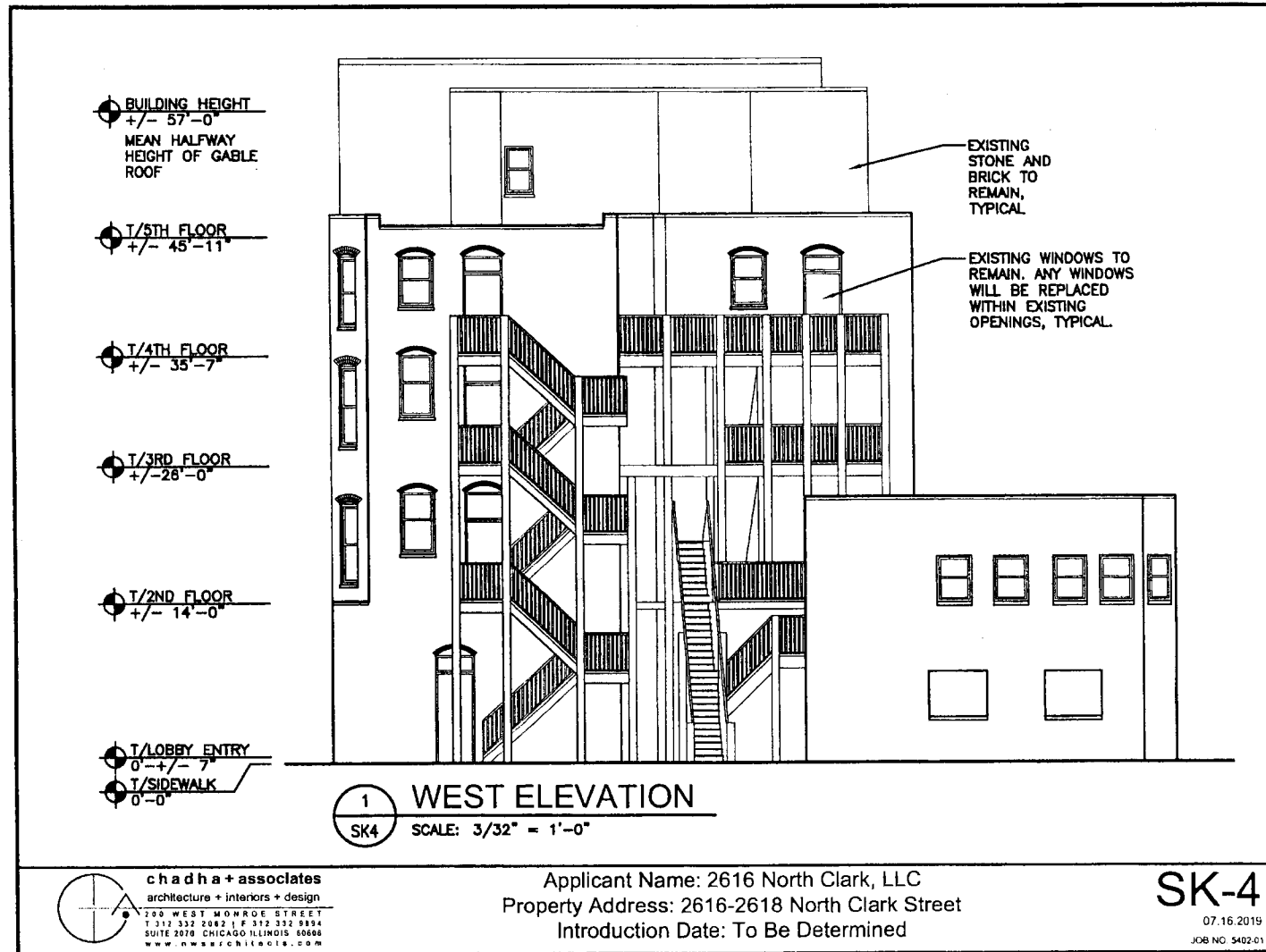


Final for Publication

8020

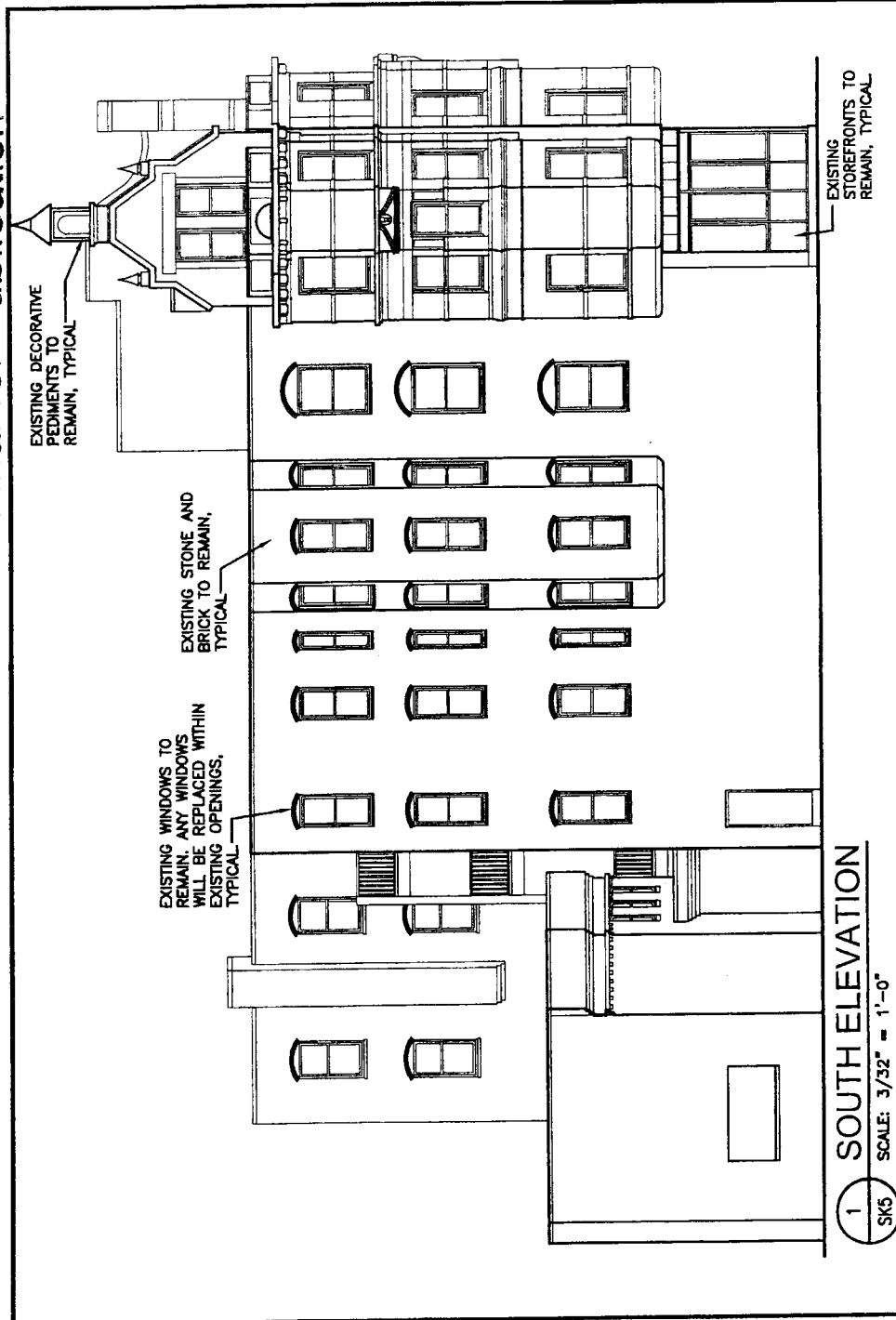
JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019





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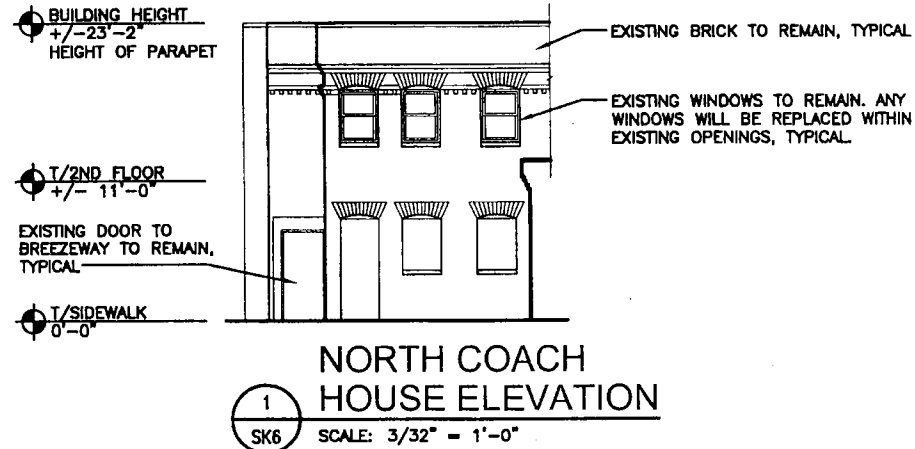
SK-5  
07.16.2019  
JOB NO. 540201

Applicant Name: 2616 North Clark, LLC  
Property Address: 2616-2618 North Clark Street  
Introduction Date: To Be Determined

**chadha + associates**  
architecture + interiors + design  
300 WEST MONROE, 5TH FLOOR  
SUITE 200 CHICAGO ILLINOIS 60604  
WWW.CHADHA+C.COM



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**chadha + associates**  
architecture + interiors + design  
290 WEST MONROE STREET  
T 312 332 2082 | F 312 332 9884  
SUITE 2070 CHICAGO ILLINOIS 60606  
WWW.CHADHADESIGN.COM

Applicant Name: 2616 North Clark, LLC  
Property Address: 2616-2618 North Clark Street  
Introduction Date: To Be Determined

**SK-6**

07.16.2019  
JOB NO. 5402-01

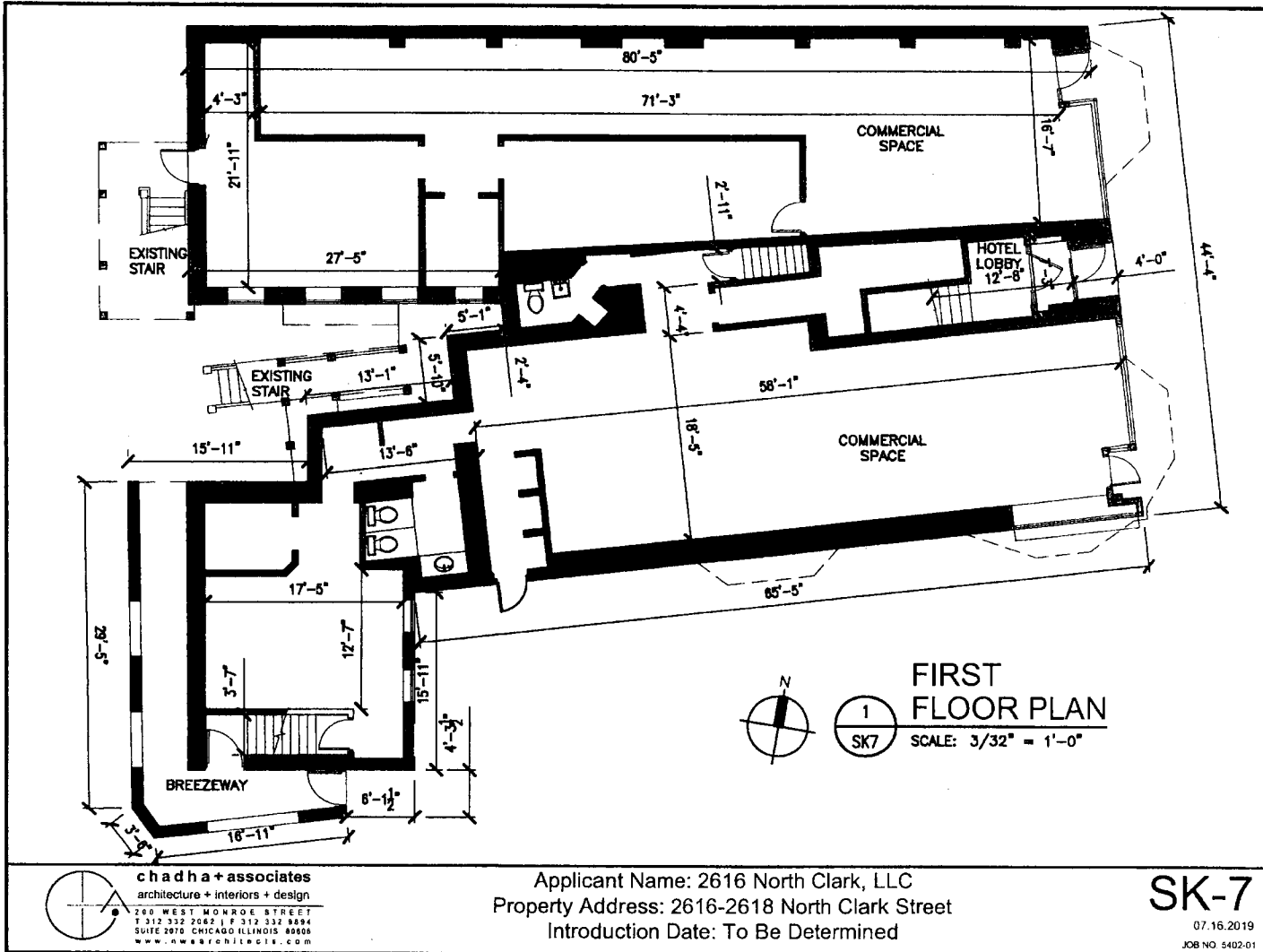
8022

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019



Final for Publication



10/16/2019

REPORTS OF COMMITTEES

8023



*Reclassification Of Area Shown On Map No. 7-G.*

(As Amended)

(Application No. 20175T1)

(Common Address: 961 W. Montana St.)

[SO2019-6845]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the current RM5 Multi-Unit District symbols and indications as shown on Map Number 7-G in the area bounded by:

West Montana Street; a line 247.0 feet east of and parallel to North Sheffield Avenue; the public alley next south of and parallel to West Montana Street; and a line beginning 225.4 feet east of North Sheffield Avenue traveling northeast along an arc to a point 204.0 feet east of North Sheffield Avenue on the south line of West Montana Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

[TOD Distance; Building Depiction; Site Plan; Ground, Second,  
Third and Fourth Floor Plans; and North, South, East  
and West Building Elevations attached to  
this ordinance printed on pages 8026  
through 8033 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

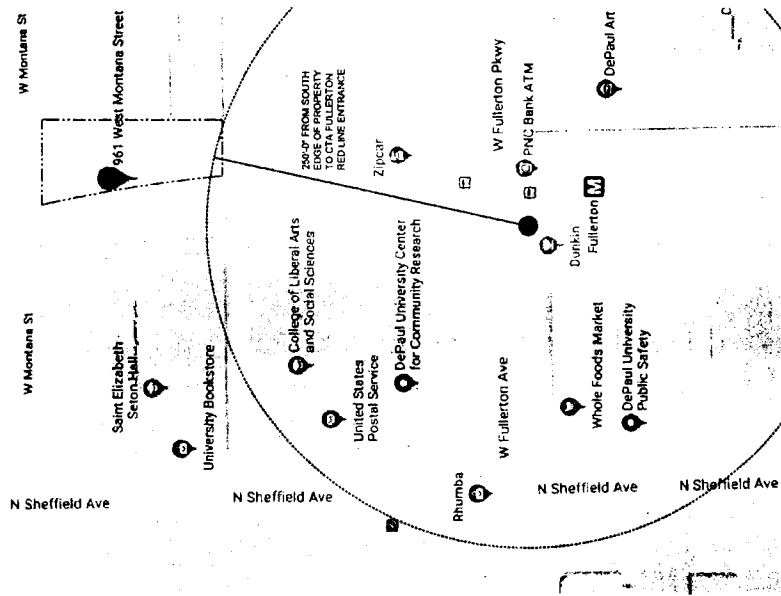
### SUBSTITUTE NARRATIVE AND PLANS 961 West Montana Street

The Applicant requests a zoning change for the property located at 961 West Montana Street from the RM-5 Residential Multi-Unit District to the B2-3 Neighborhood Mixed-Use District in order to construct a four (4) story, forty-six (46) foot tall transit-oriented, residential building. The proposed building will have eight (8) dwelling units located on the first through the fourth floors, two (2) parking spaces and eight (8) bicycle parking spaces located on the ground floor. The proposed building is approximately 250 feet from the nearest CTA station and, accordingly, is a Transit Served Location eligible for a parking reduction by up to fifty (50) percent from the required eight (8) parking spaces as of right. The Applicant proposes a further reduction from the required four (4) parking spaces to two (2) parking spaces by way of this Type-1 rezoning application.

<b>Lot Area</b>	3,747 square feet
<b>Floor Area Ratio</b>	2.45
<b>Building Area (for FAR calculation only)</b>	9,180 square feet
<b>Density (Lot Area per Dwelling Unit)</b>	468.4 square feet per unit
<b>Number of Dwelling Units</b>	8
<b>Off-Street Parking</b>	2 parking spaces
<b>Bicycle Parking</b>	8 spaces
<b>Setbacks:</b>	
<b>Front:</b>	8 feet
<b>Side (cumulative)</b>	4.0 feet
<b>Side (west)</b>	0 feet (applicant to seek relief for rear yard reduction per plans)
<b>Side (east)</b>	4.0 ft
<b>Rear</b>	20.0 feet (applicant to seek relief for rear yard reduction per plans)
<b>Building Height</b>	46.0 feet (to underside of top floor)



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1 TOD DISTANCE  
SCALE = NTS

961 W. MONTANA ST.  
CHICAGO, ILLINOIS 60614

SPACE

VERSION  
A0.3  
09/23/19



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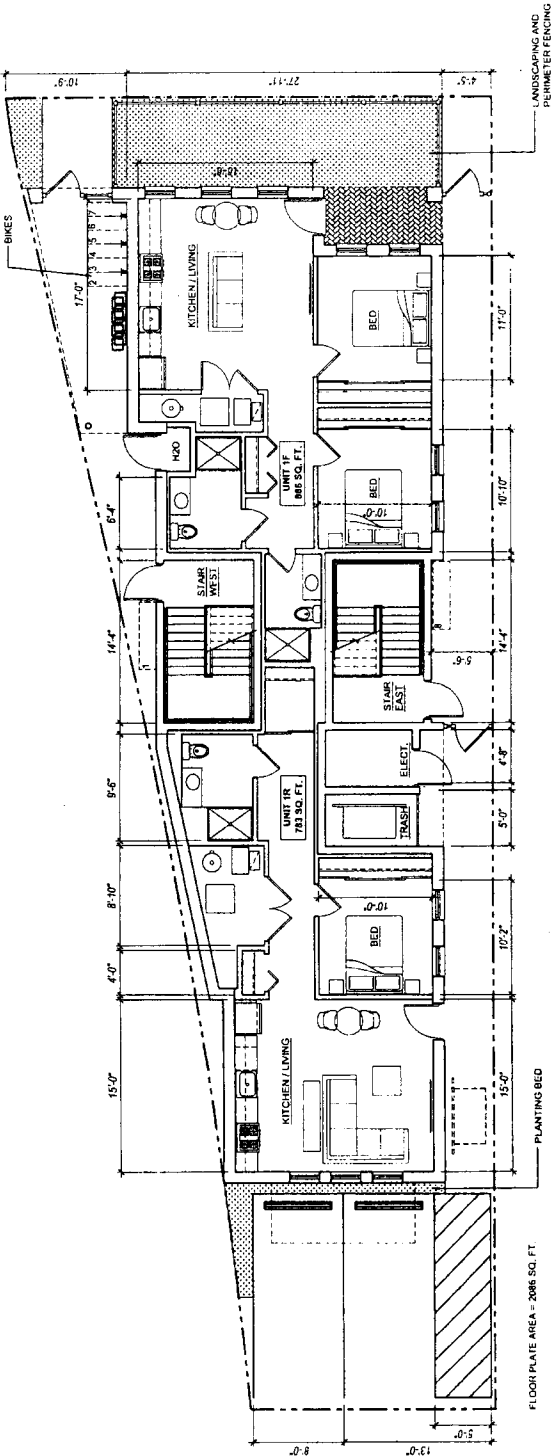








Final for Publication



FLOOR PLATE AREA = 2086 SQ. FT.

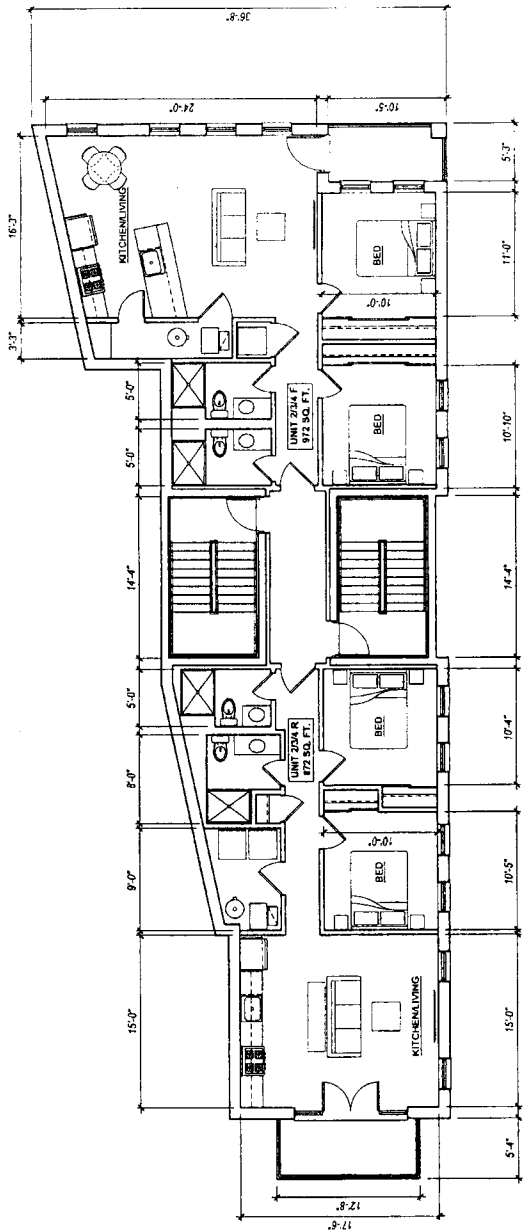
1 GROUND FLOOR  
SCALE = 1/8"=1'-0"

961 W. MONTANA ST.  
CHICAGO, ILLINOIS 60614

VERSION  
SPACE  
ARCHITECTS - PLANNERS  
A1.1  
09.25.19



Final for Publication



1 FLOORS 2, 3 AND 4 PLAN  
SCALE = 1/8"=1'-0"

961 W. MONTANA ST.

CHICAGO, ILLINOIS 60614

SPACE

ARCHITECTS - PLANNERS

09.25.19

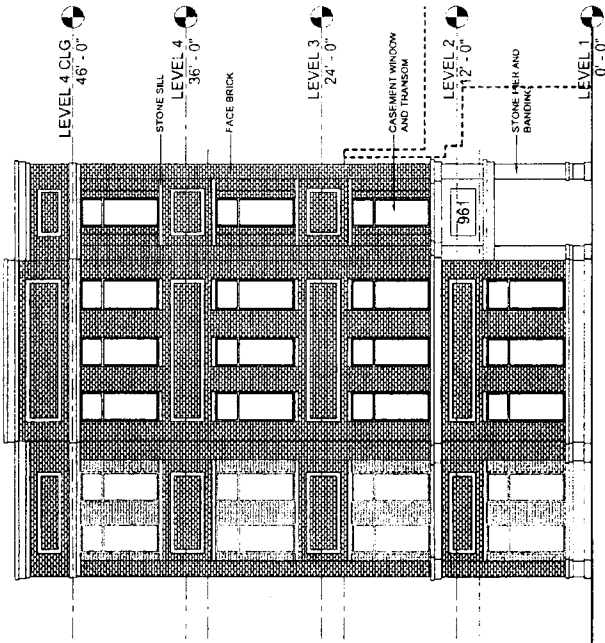
VERSION

A1.2

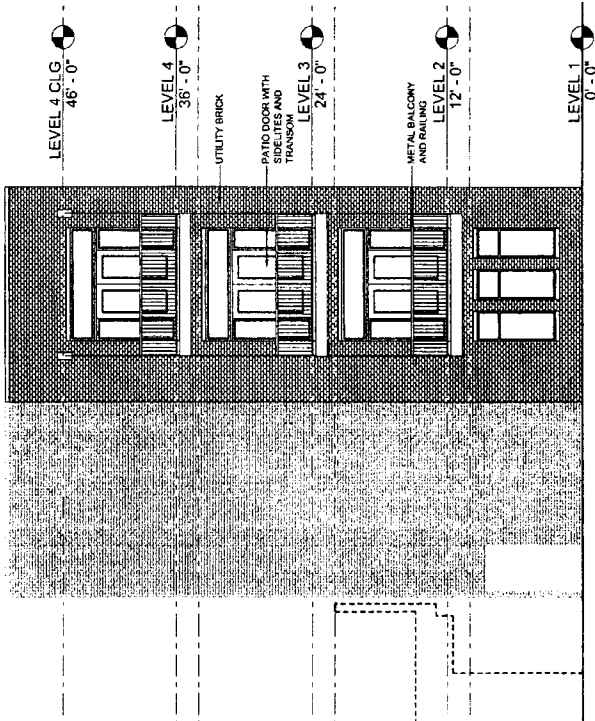
09.25.19



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1 NORTH ELEVATION  
SCALE = 1/8"=1'-0"

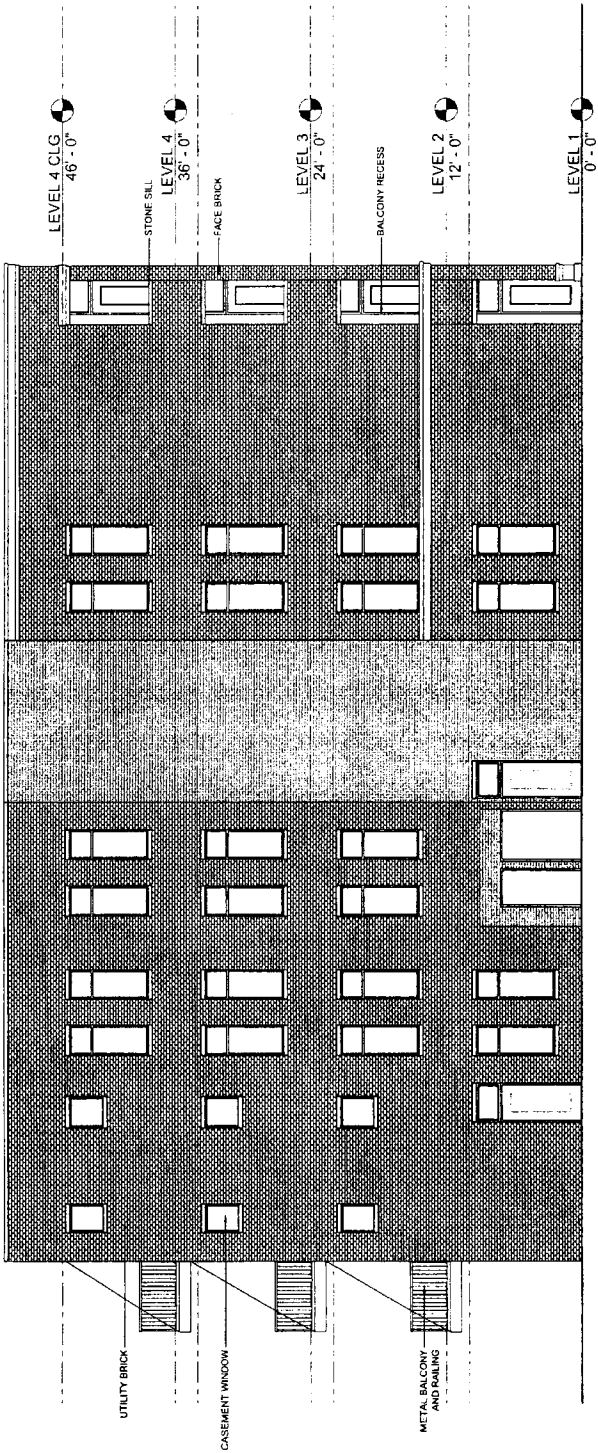


2 SOUTH ELEVATION  
SCALE = 1/8"=1'-0"

961 W. MONTANA ST. CHICAGO, ILLINOIS 60614	SPACE	VERSION
	ARCHITECT: J. J. KAPLAN DATE: 10/16/2019	A2.0 09/25/19



Final for Publication

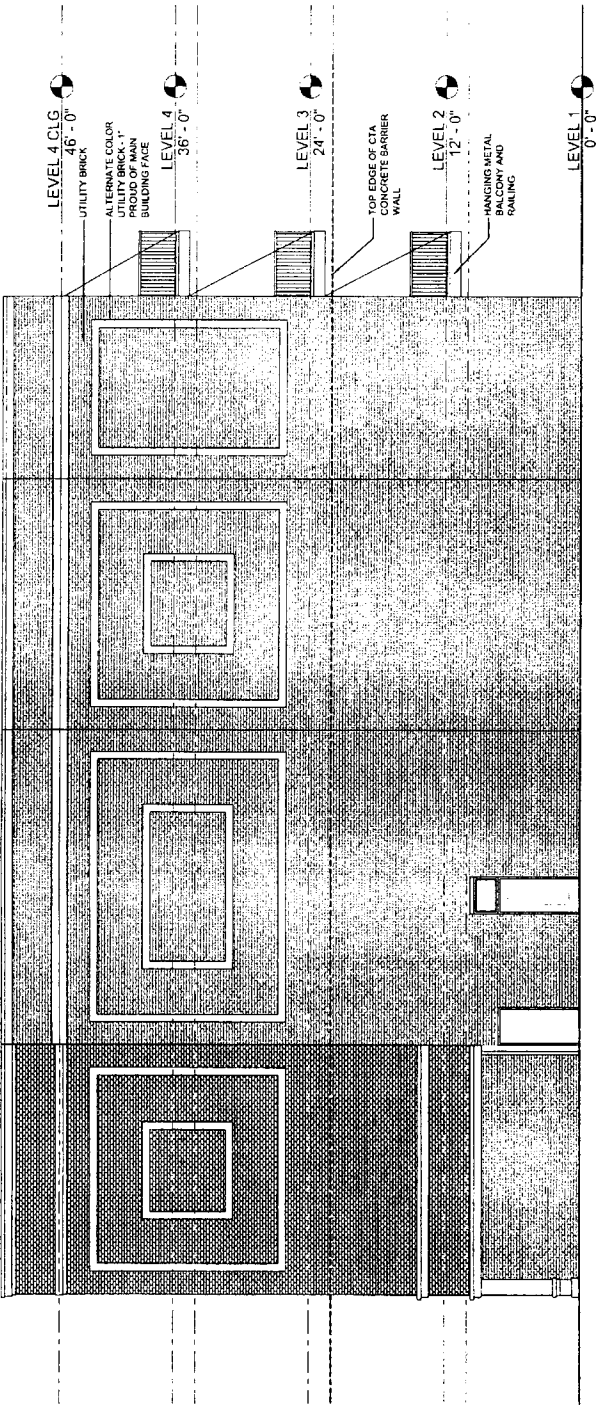


1 EAST ELEVATION  
SCALE = 1/8"=1'-0"

961 W. MONTANA ST. CHICAGO, ILLINOIS 60612 JENNIFER LEE GARDNER, LSND	SPACE	VERSION
	ARCH-TECHS - CHAMBERLAIN 1000 N. LAKE ST. CHICAGO, IL 60610 312.467.1000	A2.1 09.25.19



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1 WEST ELEVATION  
SCALE = 1/8"=1'-0"

961 W. MONTANA ST. CHICAGO, ILLINOIS 60614	SPRICE	VERSION
	ARCHITECTS - PLANNERS	A2.2 09.25.19



*Reclassification Of Area Shown On Map No. 7-G.*  
(Application No. 20020T1)  
(Common Address: 3131 -- 3141 N. Sheffield Ave.)

[O2019-3119]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B2-5 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 185.0 feet south of and parallel to West Belmont Avenue; a line 125.31 feet east of and parallel to North Sheffield Avenue; West Fletcher Street; and North Sheffield Avenue,

to those of a B2-5 Neighborhood Mixed-Use District and an accompanying use district is hereby established in the area described above.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Landscape Plan; Proposed Lower Level Plan; and North,  
South, East and West Building Elevations attached  
to this ordinance printed on pages 8036  
through 8041 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

### Project Narrative 3131-41 N. Sheffield

Lot Area:	14,514 square feet
Maximum Floor Area:	72,570 square feet
Number of Residential Units:	86 Units
Maximum Number of Parking Spaces:	40 Total Parking Spaces* 35 On-Site Parking Spaces 5 Off-Site Parking Spaces
Maximum Building Height (existing):	67 feet, 7 inches
Setbacks:	0'-0" North (alley) 0'-0" East 0'-0" South (West Fletcher) 0'-0" West (North Fletcher)

Project Narrative: The Applicant proposes to convert approximately 5,400 square feet of existing commercial space on the ground floor to six residential units. The proposal will not change the remainder of the existing 67 foot, 6 inch five story building with 35 parking spaces on site (and five parking spaces off-site, as approved by a special use).

\*The subject property is a Transit Served Location. Accordingly, the applicant seeks a reduction in its parking requirement by more than fifty (50) percent by this Type-1 rezoning.

Commonly Known as: 3131-3141 North Sheffield, Chicago, Illinois



Genomic Scale



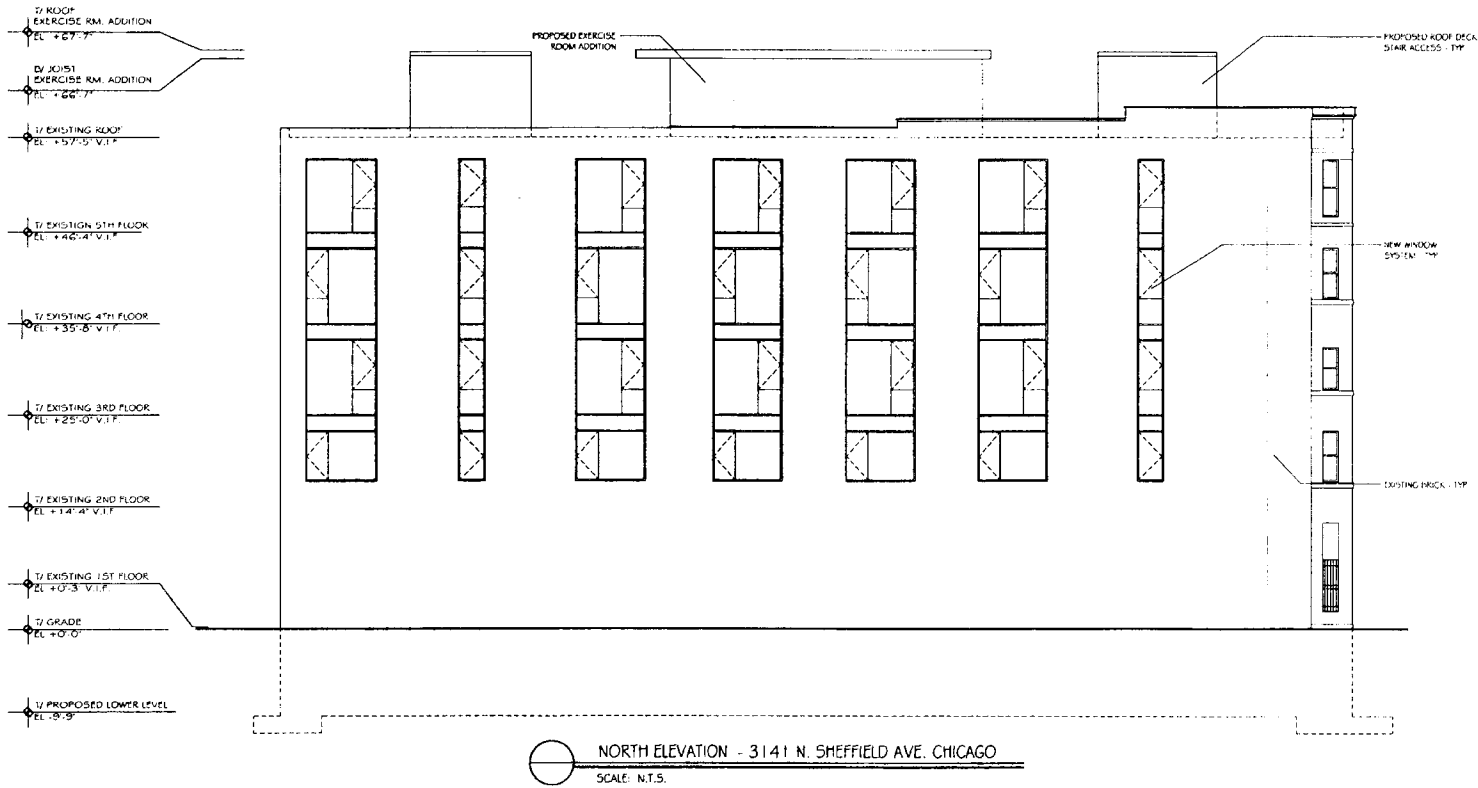
(p21/FET)





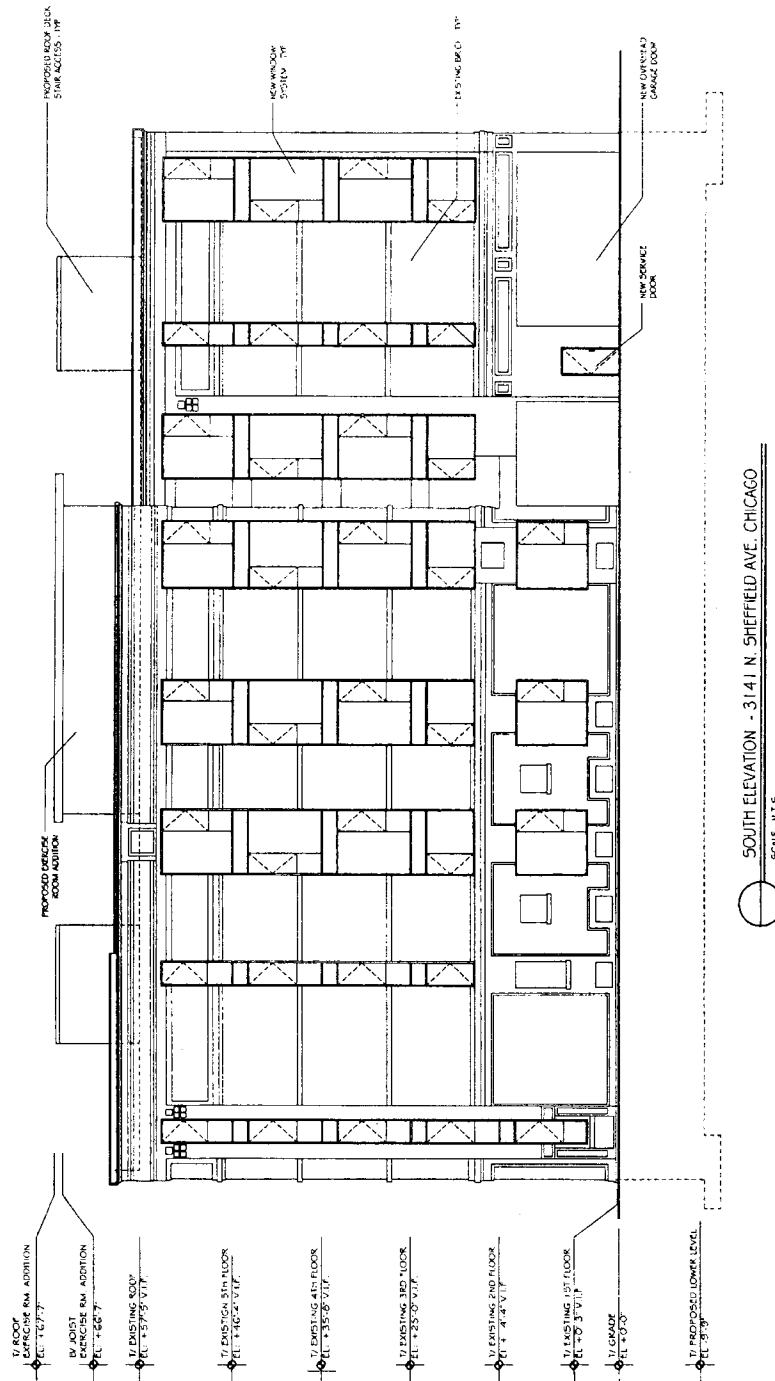


Final for Publication





Final for Publication

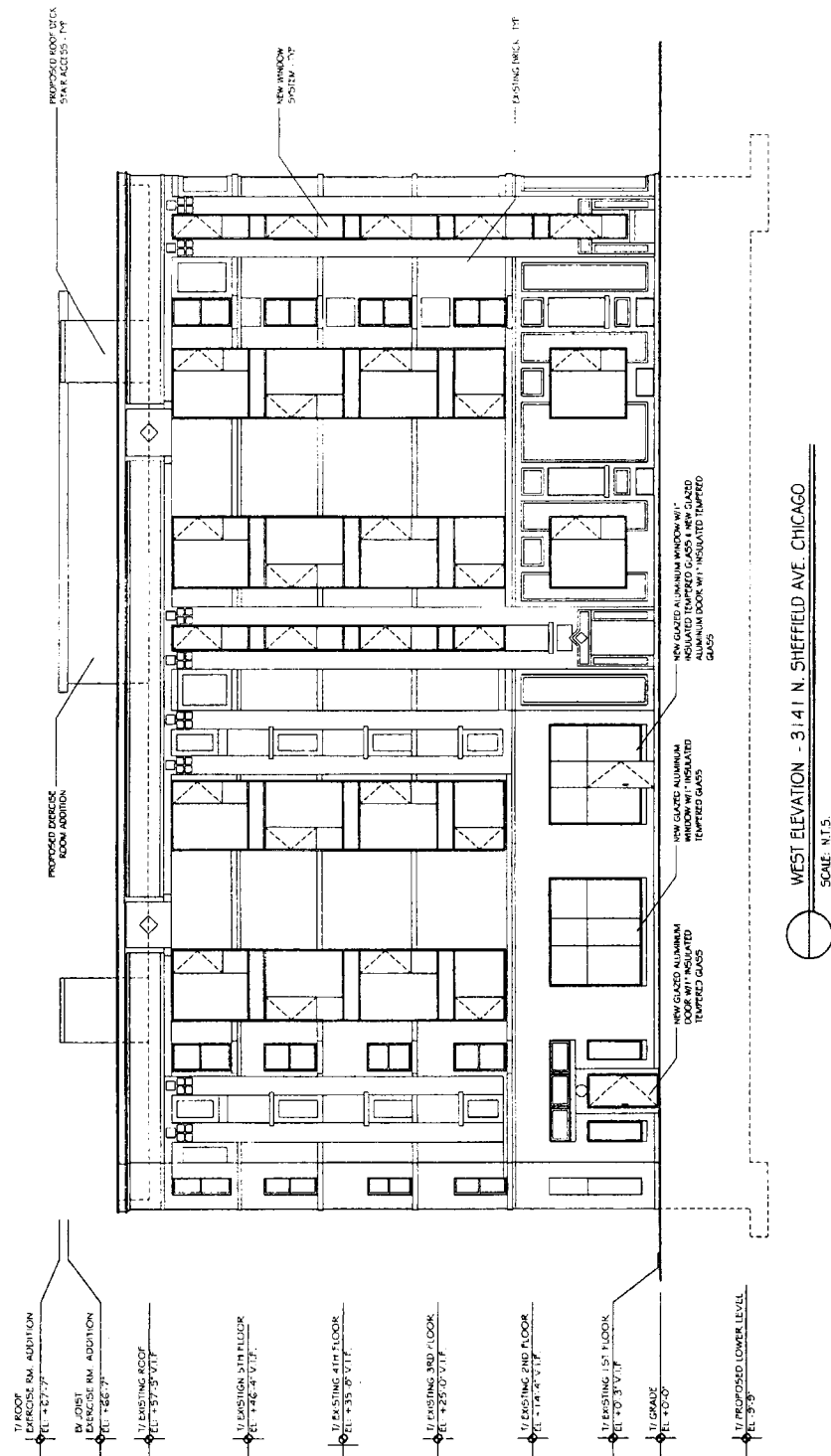








**Final for Publication**





*Reclassification Of Area Shown On Map Nos. 7-L And 7-M.*

(Application No. A-8492)

(Common Address: 2700 -- 2740 N. Central Ave.

And 5549 -- 5601 W. Diversey Ave.)

[O2019-5470]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-1 Community Shopping District and C1-1 Neighborhood Commercial District symbols and indications as shown on Map Numbers 7-L and 7-M in the area bounded by:

West Diversey Avenue; a line 151.46 feet east of and parallel to North Central Avenue; the alley next south of and parallel to West Diversey Avenue; a line 76.55 feet east of and parallel to North Central Avenue; West Parker Avenue; the alley next east of and parallel to North Central Avenue; the alley next south of and parallel to West Parker Avenue; a line 51.65 feet east of and parallel to North Central Avenue; West Schubert Avenue; the alley next west of and parallel to North Central Avenue; the alley next south of and parallel to West Diversey Avenue; and a line 140.34 feet west of and parallel to North Central Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 7-M.*

(As Amended)

(Application No. 20173T1)

(Common Address: 2748 N. Austin Ave.)

[SO2019-6838]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance,



is hereby amended by changing all of the B3-1 Community Shopping District as shown on Map Number 7-M in the area bounded by:

North Austin Avenue; a line 125 feet north of and parallel to West Diversey Avenue; the alley next north of and parallel to North Austin Avenue; and a line 99.36 feet north of and parallel to West Diversey Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Existing and Proposed Basement Level Plan; Existing First and Second Floor Plans; Building Elevations; Existing Wall Sections; Grade Level, First and Second Floor Plans; and Porch Section and Elevation attached to this ordinance printed on pages 8045 through 8054 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



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**SUBSTITUTE  
NARRATIVE AND PLANS  
FOR THE PROPOSED ZONING AMENDMENT  
TYPE 1 APPLICATION  
AT  
2748 NORTH AUSTIN AVENUE**

The Application is to change zoning for 2748 North Austin Avenue from B3-1 to B2-3 Neighborhood Mixed-Use District. The zoning change is needed on the existing six (6) unit building to legalize the two basement apartments. The building currently exceeds the minimum lot area allowed under the current zoning district. There will be six (6) parking spaces provided at the Property. The footprint and building height at the property will not change.

**LOT AREA:** 5,862.24 SQUARE FEET

**FLOOR AREA RATIO:** 1.35

**BUILDING AREA:** 4,349 SQUARE FEET

**DENSITY, per DWELLING UNIT:** 977.04 SQUARE FEET PER DWELLING UNIT (EXISTING 6 DWELLING UNITS)

**OFF-STREET PARKING:** THERE WILL BE SIX (6) PARKING PROVIDED AT THE PROPERTY.

**AS EXISTING FRONT SETBACK:** ZERO

**AS EXISTING REAR SETBACK:** 57 FEET

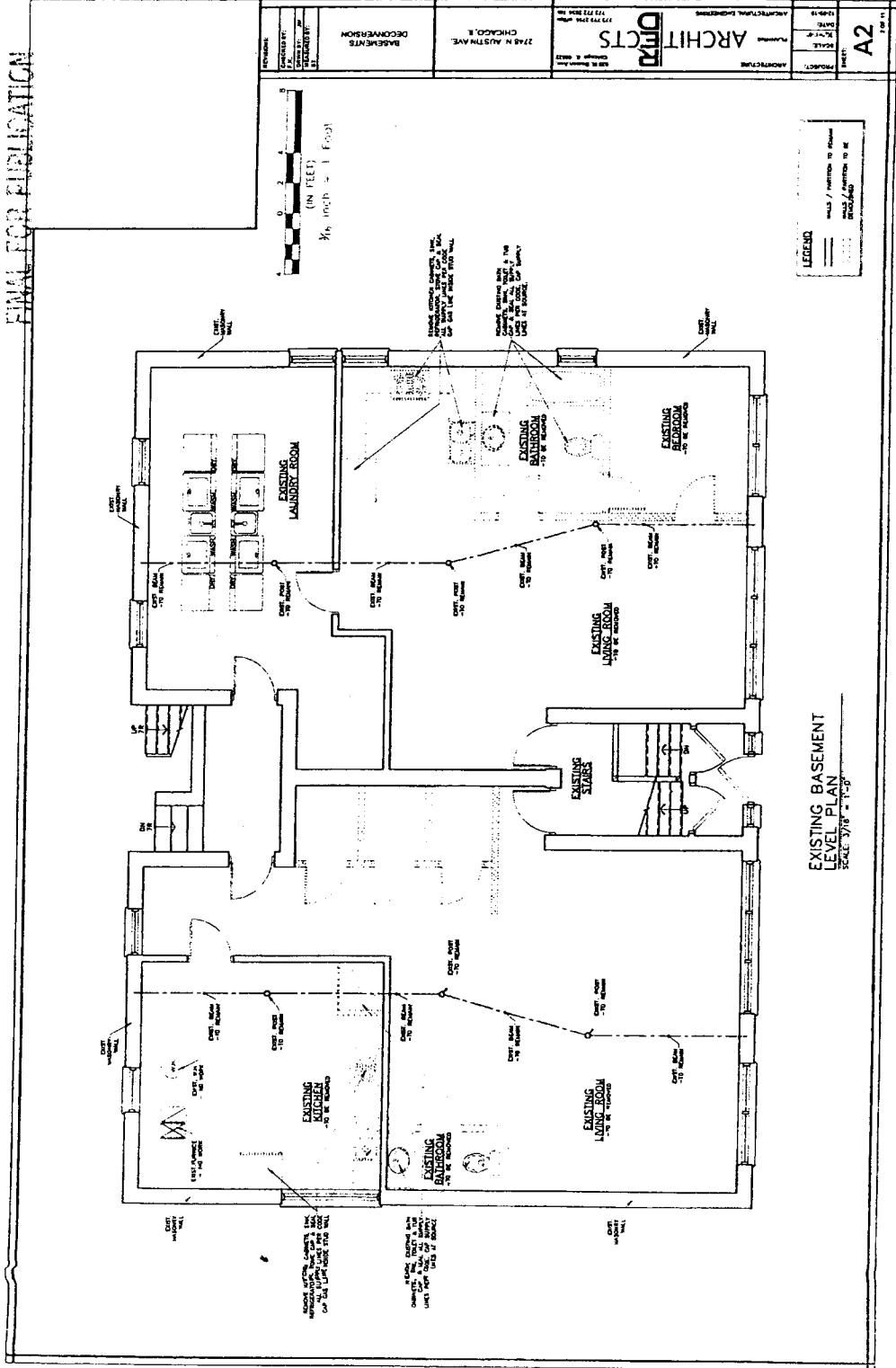
**AS EXISTING SIDE SETBACK:** ZERO

**AS EXISTING BUILDING HEIGHT:** 21 FEET 4 INCHES



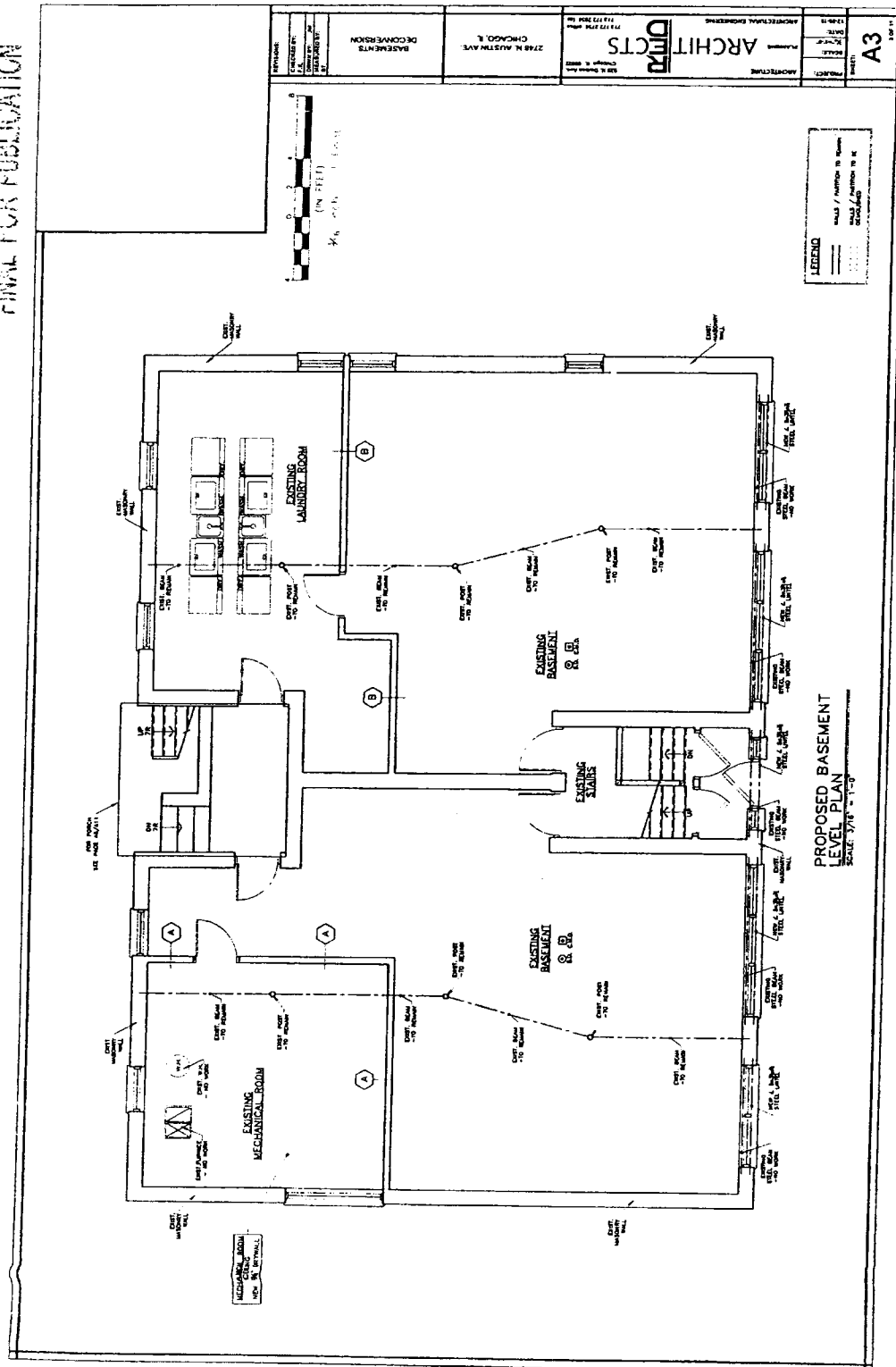








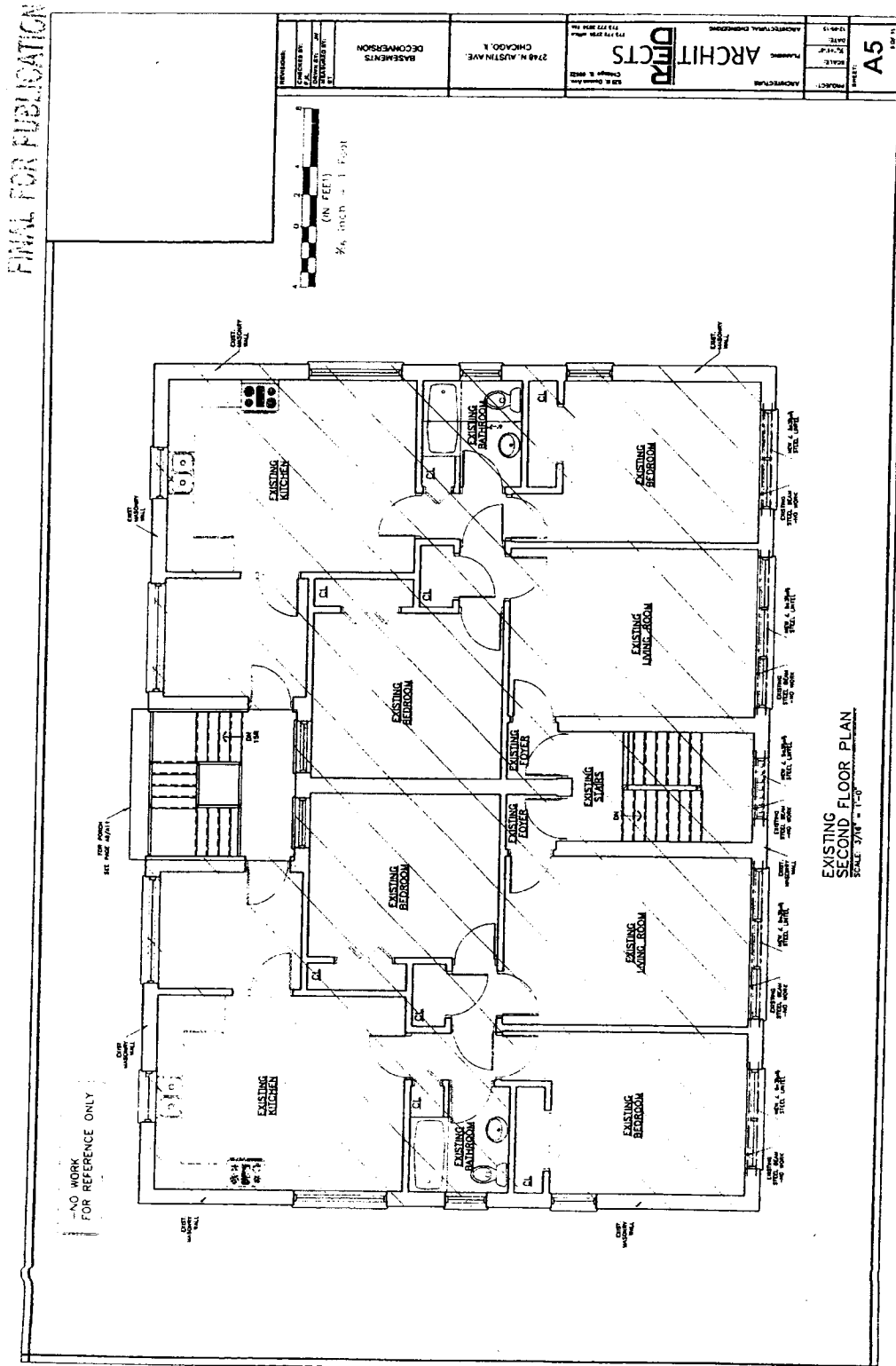
# FINAL FOR PUBLICATION



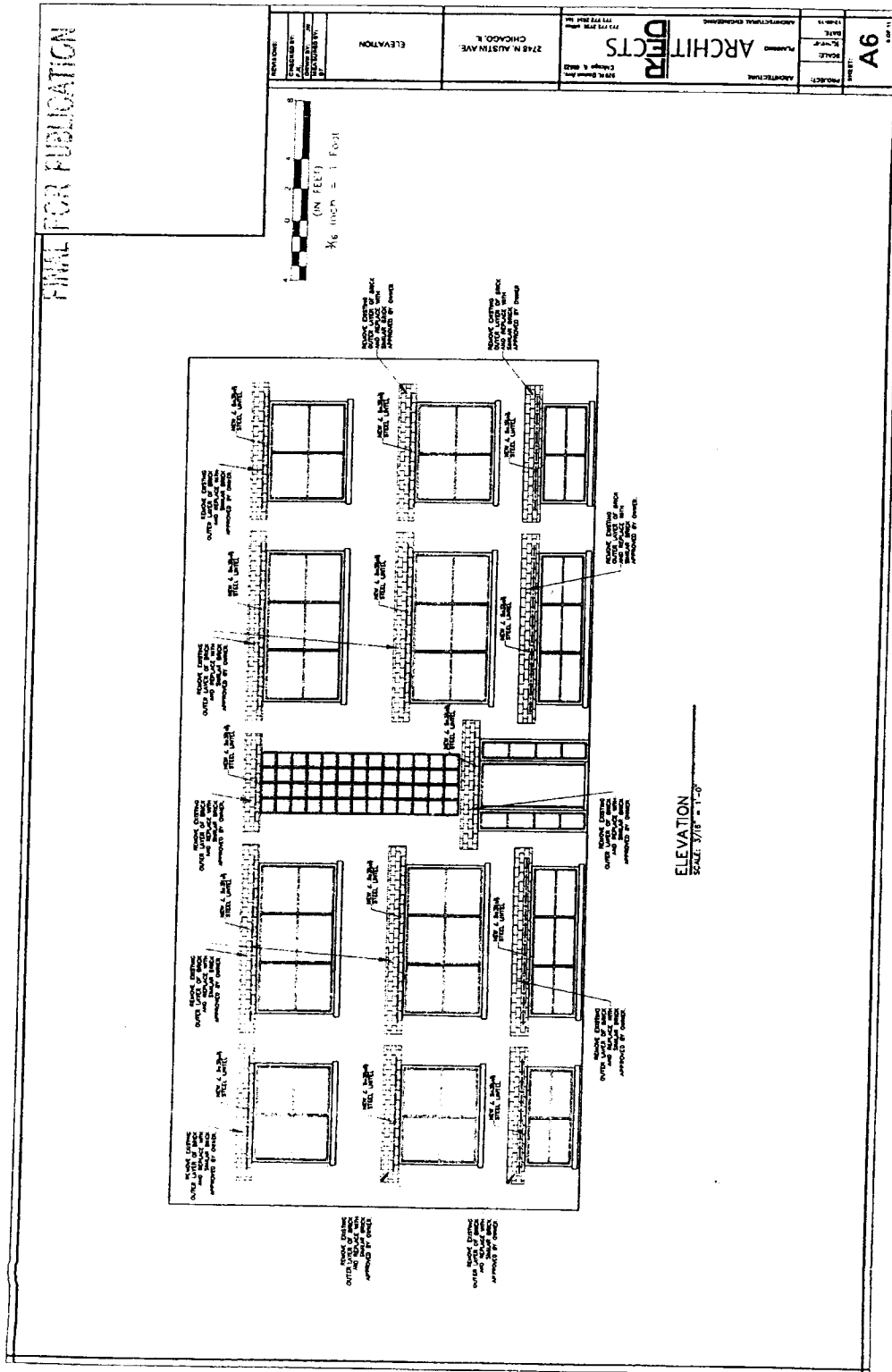








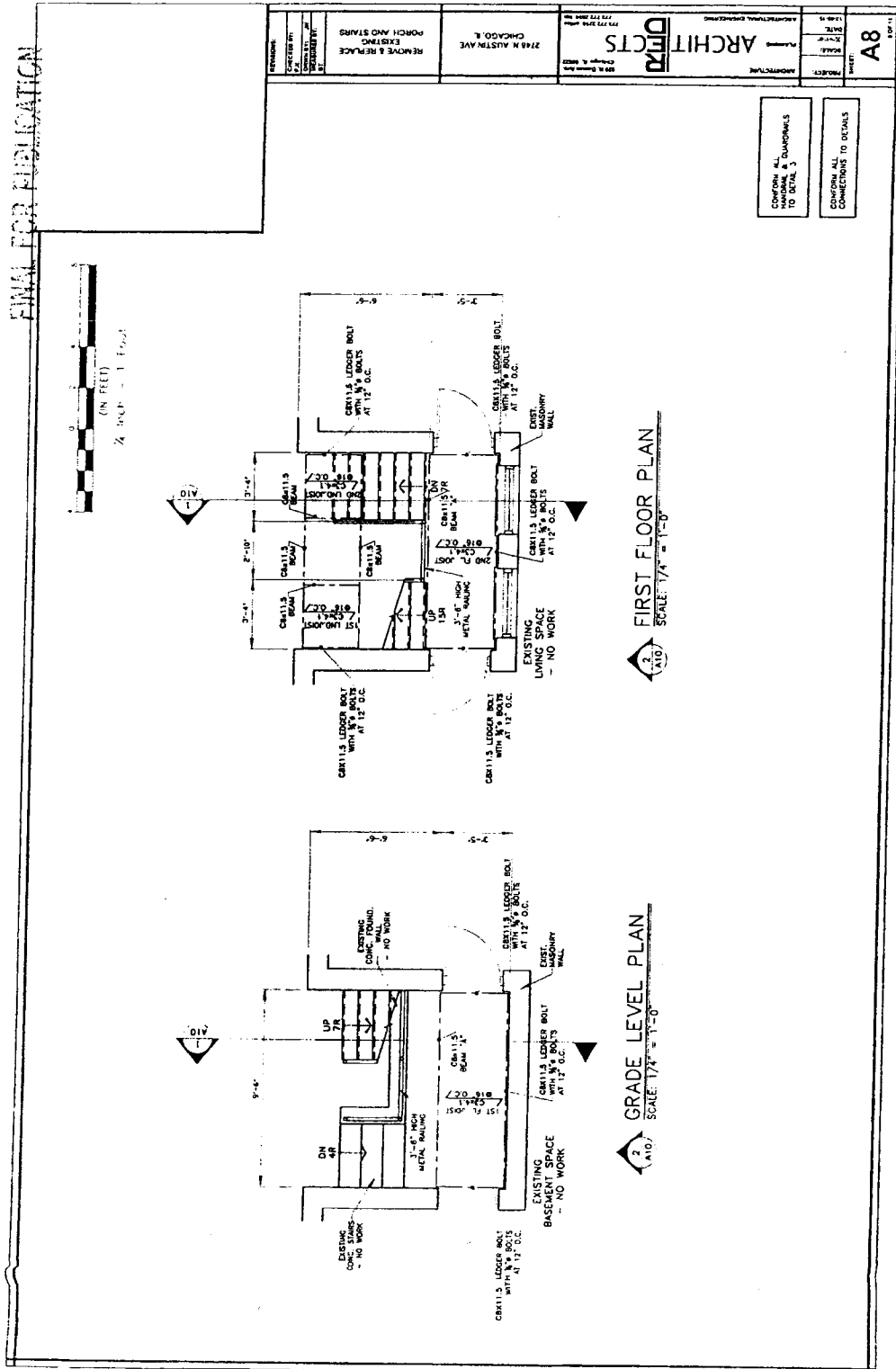




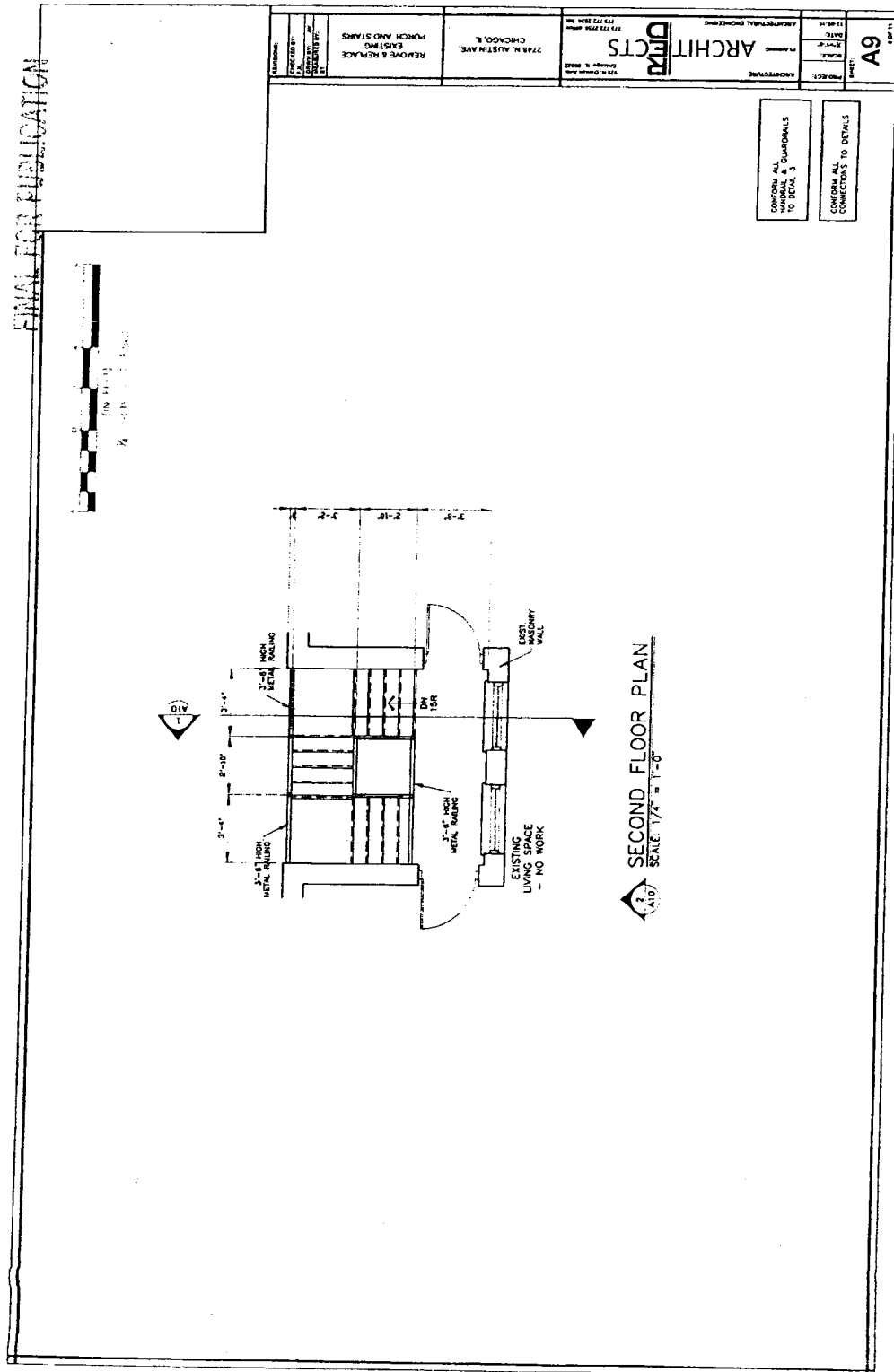


















*Reclassification Of Area Shown On Map No. 7-M.*

(As Amended)

(Application No. 20130)

(Common Address: 3001 -- 3007 N. Austin Ave.)

[SO2019-5694]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 7-M in the area bounded by:

a line 90 feet north of and parallel to West Wellington Avenue; the alley next east of and parallel to North Austin Avenue; West Wellington Avenue; and North Austin Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 8-F.*

(Application No. 20180T1)

(Common Address: 3849 -- 3853 S. Union Ave.)

[O2019-6850]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the M2-3 Light Industry District symbols and indications as shown on Map Number 8-F in the area bounded by:

the alley next north of and parallel to West Pershing Road; the alley next east of and parallel to South Union Avenue; a line 42.5 feet north of and parallel to West Pershing Road; and South Union Avenue,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



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**NARRATIVE AND PLANS  
FOR THE PROPOSED REZONING  
AT  
3849-53 South Union Avenue**

The Applicant intends to change the zoning from the existing M2-3 Light Industry District to B2-2 Neighborhood Mixed-Use District to allow the subdivision of the existing zoning lot into 3 separate zoning lots to construct three (3) residential single family homes. There will be 2 parking spaces for each home. No commercial space.

**NARRATIVE AND FOR PLANS FOR 3849 S. UNION AVE:**

**ZONING:** B2-2

**LOT AREA:** 2803 square feet

**MINIMUM LOT AREA PER DWELLING UNIT:** 2803 square feet

**FLOOR AREA RATIO:** 0.80

**BUILDING AREA:** 2256 square feet

**OFF STREET PARKING:** 2 car in garage

**FRONT SETBACK:** 10 feet 8 inches

**REAR SETBACK:** 53 feet 0 inches

**SIDE SETBACK:** 3 feet 1/2 inches & 0 feet 0 inches = TOTAL 3 feet 1/2 inches

**BUILDING HEIGHT:** 27 feet 4 1/2 inches

**NARRATIVE AND PLANS FOR 3851 S. UNION AVE:**

**ZONING:** B2-2

**LOT AREA:** 2791 square feet

**MINIMUM LOT AREA PER DWELLING UNIT:** 2791 square feet

**FLOOR AREA RATIO:** 0.80.

**BUILDING AREA:** 2256 square feet

**OFF STREET PARK:** 10 feet 8 inches

**REAR SETBACK:** 53 feet 0 inches

**SIDE SETBACK:** 3 feet 0 inches & 0 feet 0 inches = 3 feet 0 inches

**BUILDING HEIGHT:** 27 feet 4 1/2 inches



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**NARRATIVE AND FOR PLANS FOR 3853 S. UNION AVE:**

**ZONING:** B2-2

**LOT AREA:** 2791 square feet

**MINIMUM LOT AREA PER DWELLING UNIT:** 2791 square feet

**FLOOR AREA RATIO:** 0.80

**BUILDING AREA:** 2256 square feet

**OFF STREET PARKING:** 2 car in garage

**FRONT SETBACK:** 12 feet 0 inches

**REAR SETBACK:** 53 feet 0 inches

**SIDE SETBACK:** 3 feet 0 inches & 0 feet 0 inches = TOTAL 3 feet 0 inches

**BUILDING HEIGHT:** 27 feet 4 1/2 inches

Set of plans are attached.

[Architect's Statements and Seal; Site Plans; Basement, First and Second  
Floor Plans; North, South, East and West Building Elevations  
for 3849, 3851 and 3853 South Union Avenue  
attached to this Type 1 Narrative printed on  
pages 8058 through 8069  
of this *Journal*.]



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TWO STORY IIIB MASONRY  
SINGLE FAMILY RESIDENCE  
WITH BASEMENT AND TWO CAR FRAME GARAGE  
3849 SOUTH UNION AVE  
CHICAGO, IL



360  
ARCHITECTS  
1111 N. LAKE STREET  
CHICAGO, IL 60610  
P. 312.467.2011  
F. 312.467.2012

DESIGNED BY: J. L. GRIFFIN, INC.  
DRAWN BY: J. L. GRIFFIN, INC.  
CHECKED BY: J. L. GRIFFIN, INC.  
DATE: 10/16/2019

SUBMITTAL DATE: 10/16/2019  
SHEET NUMBER: 10/16/2019  
PROJECT NAME: 10/16/2019



SEAL  
A0.1  
10/16/2019

**APPLICABLE CODES**

Chicago Building Code, 2012 Edition  
Chicago Fire Code, 2012 Edition  
Chicago Electrical Code, 2012 Edition  
Chicago Mechanical Code, 2012 Edition  
Chicago Plumbing Code, 2012 Edition  
Chicago Sanitary Code, 2012 Edition  
Chicago Safety Code, 2012 Edition  
Chicago Sign Code, 2012 Edition  
Chicago Tree Code, 2012 Edition  
Chicago Utility Code, 2012 Edition  
Chicago Water Code, 2012 Edition  
Chicago Wind Code, 2012 Edition  
Chicago Yards Code, 2012 Edition

**LIMITATION OF WARRANTY OF ARCHITECT'S WORK PRODUCT**

The Architect warrants that the design and construction documents prepared by him or her and his or her firm shall conform to the applicable codes and standards in effect at the time of preparation. The Architect does not warrant that the design and construction documents shall be free from errors or omissions, or that the design and construction documents shall be suitable for the intended use. The Architect's liability is limited to the cost of the design and construction documents prepared by him or her and his or her firm.

**ARCHITECT'S STATEMENT & SEAL**

I, J. L. Griffin, Inc., a duly licensed Professional Engineer, do hereby certify that I am the author of the design and construction documents prepared by me and my firm, and that I am a duly licensed Professional Engineer in the State of Illinois.

**DRAWING INDEX**

NO.	DESCRIPTION	DATE
1	GENERAL NOTES	10/16/2019
2	FOUNDATION	10/16/2019
3	FIRST FLOOR	10/16/2019
4	SECOND FLOOR	10/16/2019
5	BASEMENT	10/16/2019
6	GARAGE	10/16/2019
7	MECHANICAL	10/16/2019
8	ELECTRICAL	10/16/2019
9	PLUMBING	10/16/2019
10	LANDSCAPE	10/16/2019

**CODE MATRIX**

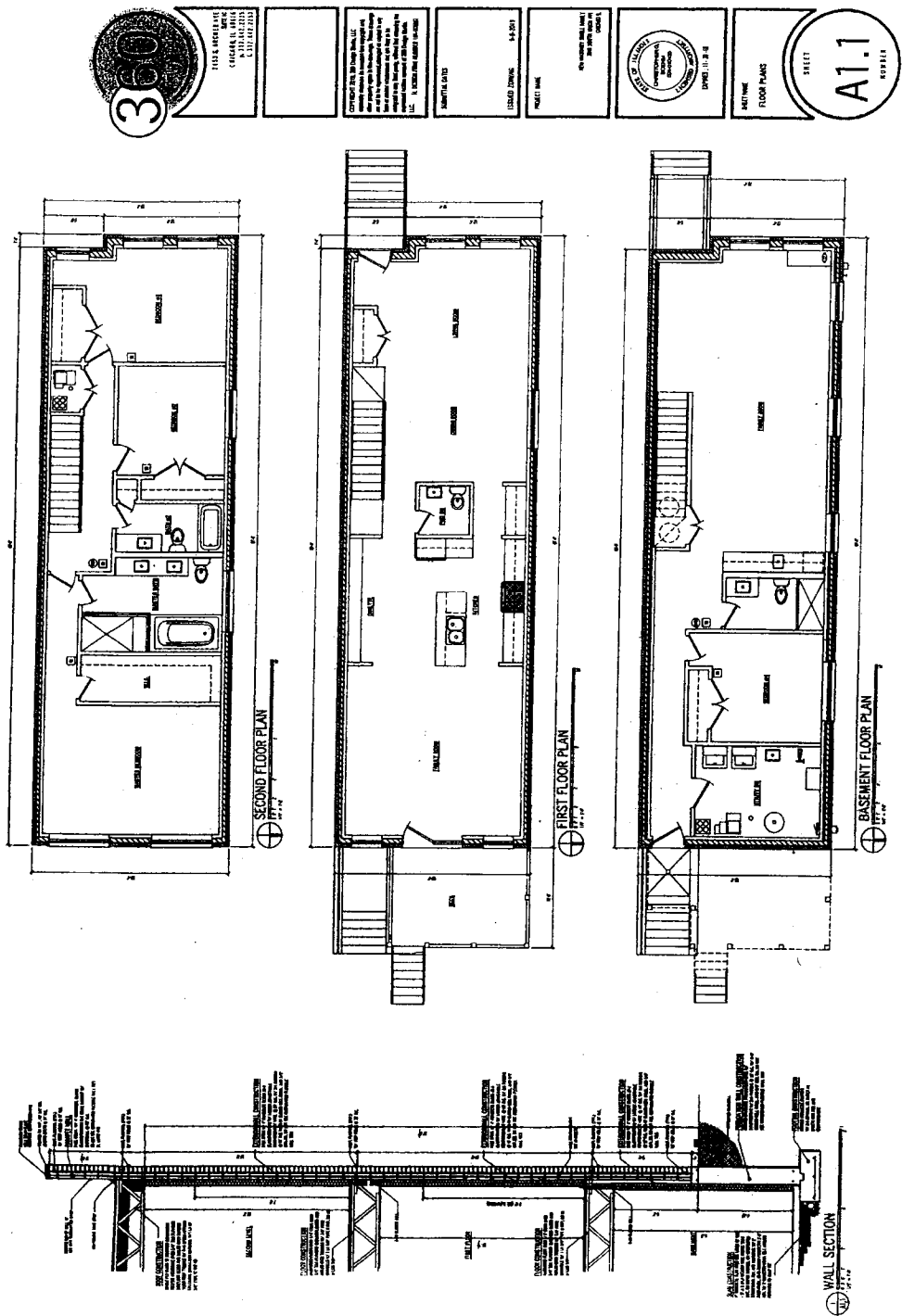
NO.	DESCRIPTION	DATE	REVISION	BY	CHKD BY
1	GENERAL NOTES	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
2	FOUNDATION	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
3	FIRST FLOOR	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
4	SECOND FLOOR	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
5	BASEMENT	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
6	GARAGE	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
7	MECHANICAL	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
8	ELECTRICAL	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
9	PLUMBING	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.
10	LANDSCAPE	10/16/2019		J. L. Griffin, Inc.	J. L. Griffin, Inc.







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CHICAGO, ILL. 60611  
10/16/2019

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10/16/2019

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10/16/2019

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10/16/2019

CHICAGO, ILL. 60611  
10/16/2019

CHICAGO, ILL. 60611  
10/16/2019

CHICAGO, ILL. 60611  
10/16/2019

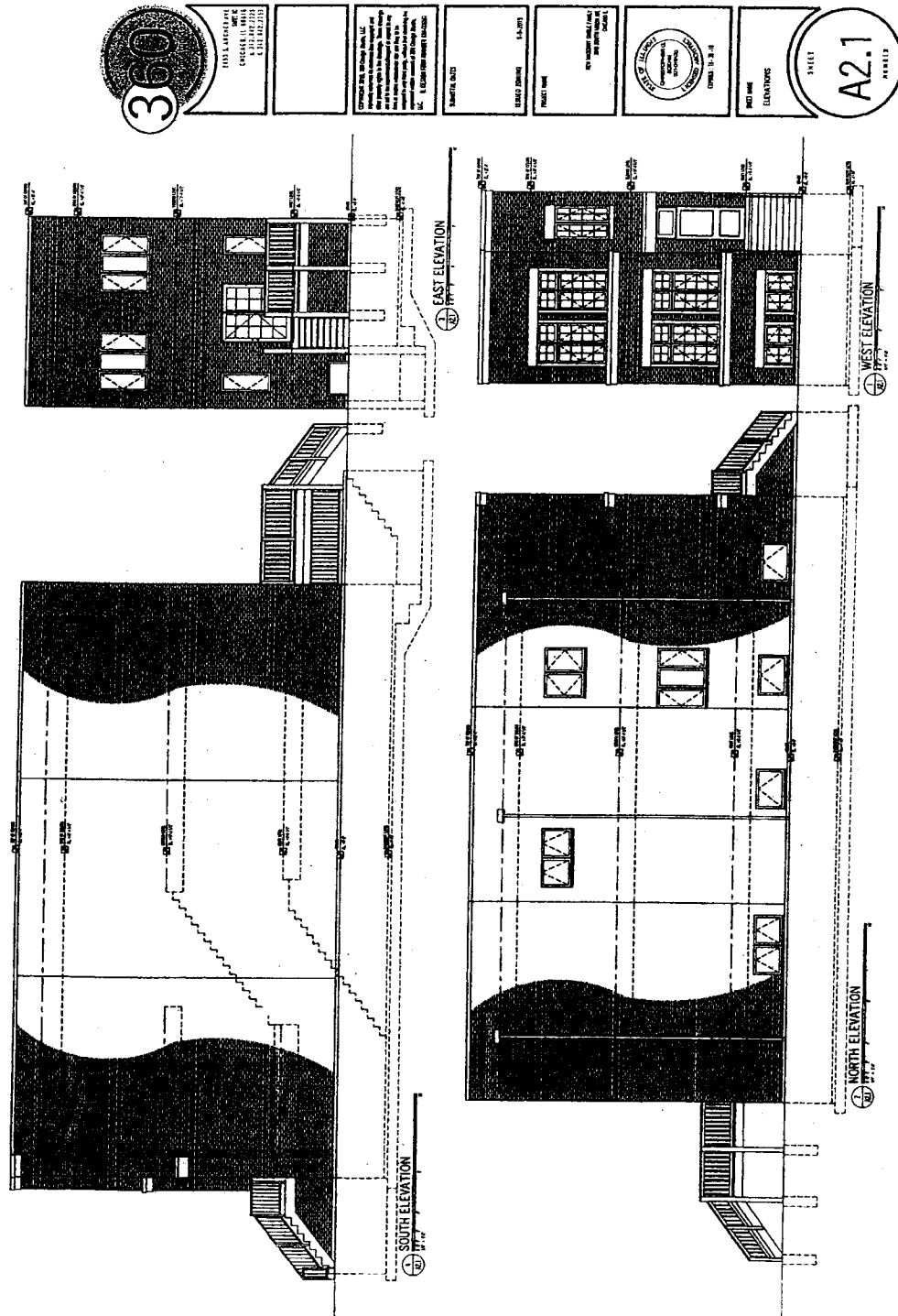
CHICAGO, ILL. 60611  
10/16/2019

CHICAGO, ILL. 60611  
10/16/2019

A1.1



FINAL FOR PUBLICATION





FINAL FOR PUBLICATION

TWO STORY IIIB MASONRY  
SINGLE FAMILY RESIDENCE  
WITH BASEMENT AND TWO CAR FRAME GARAGE  
3851 SOUTH UNION AVE  
CHICAGO, IL



CHICAGO  
OFFICE: 312.467.1100  
FAX: 312.467.1101  
WWW.360ARCHITECTS.COM

360 ARCHITECTS, LLC  
1111 N. LAKE STREET, SUITE 200  
CHICAGO, IL 60610  
L. E. ESTATE PLAN NUMBER 14-00000

DESIGNED BY: 360 ARCHITECTS, LLC  
PROJECT NAME: 3851 SOUTH UNION AVE  
SHEET NAME: 3851 SOUTH UNION AVE

360 ARCHITECTS, LLC  
1111 N. LAKE STREET, SUITE 200  
CHICAGO, IL 60610



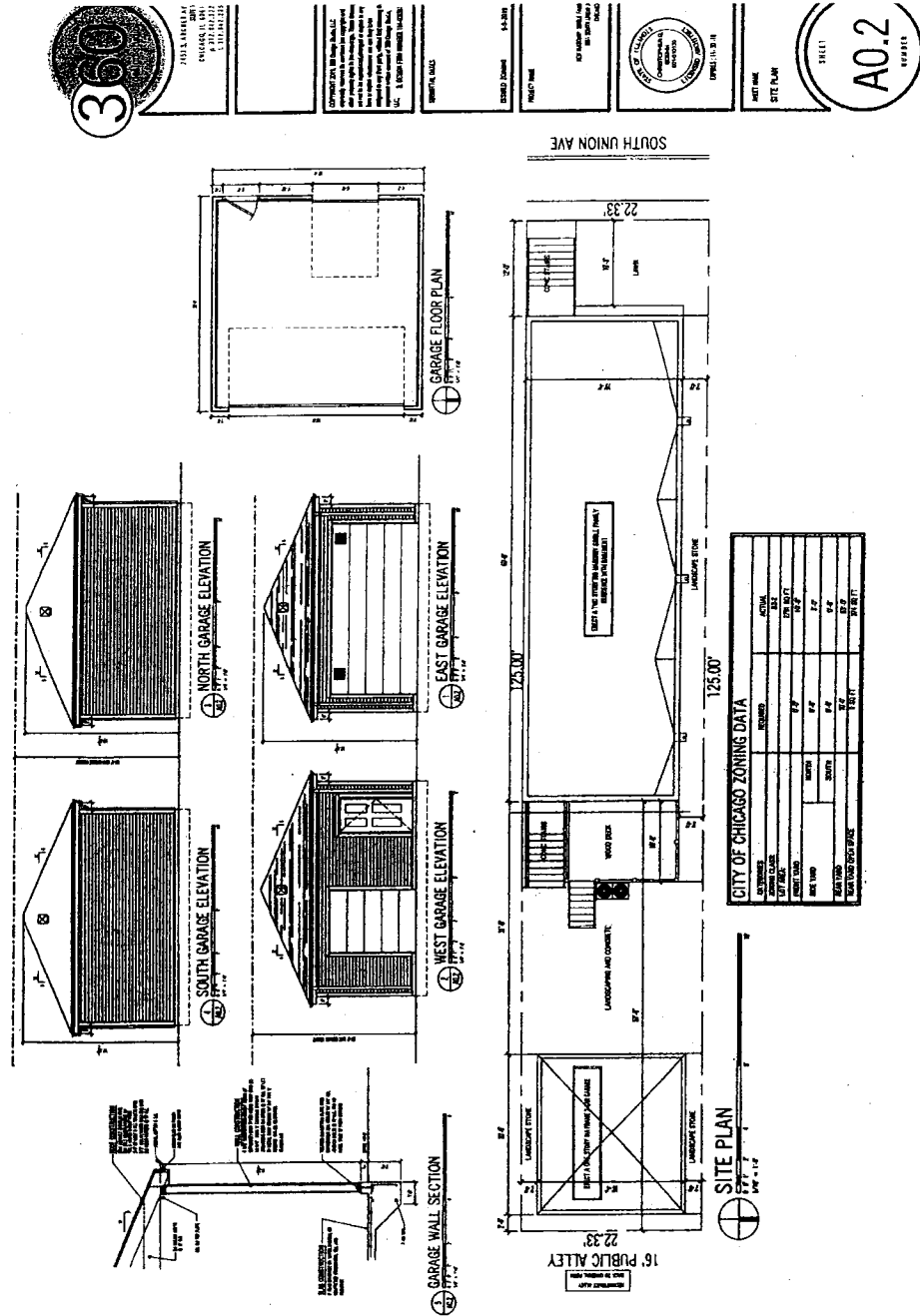
DATE: 11/18/19  
SHEET NAME: 3851 SOUTH UNION AVE  
PROJECT NAME: 3851 SOUTH UNION AVE



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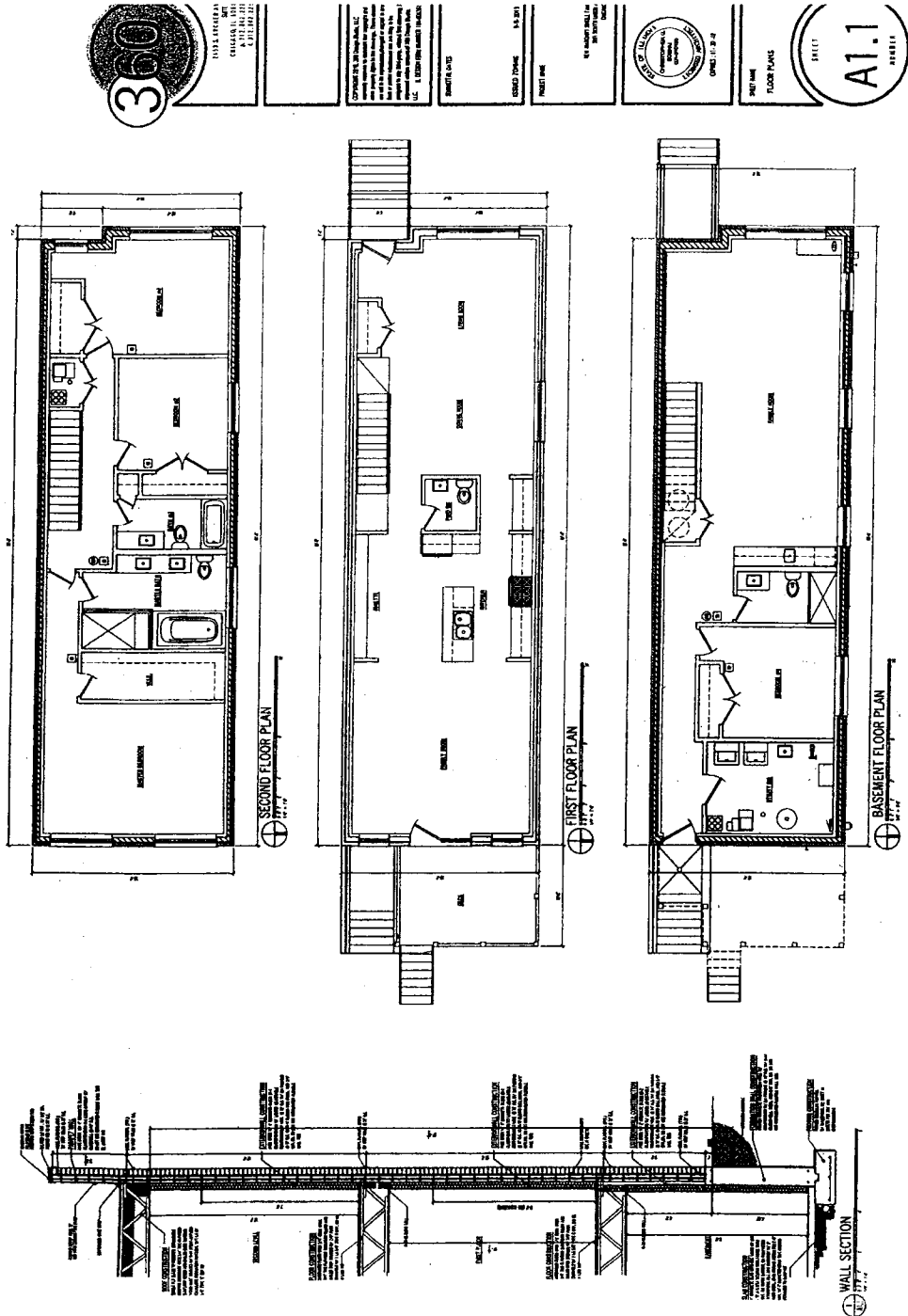


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360

CHICAGO CITY COUNCIL  
OFFICE OF THE CLERK  
400 N. LA SALLE ST.  
CHICAGO, IL 60610

CHICAGO CITY COUNCIL  
OFFICE OF THE CLERK  
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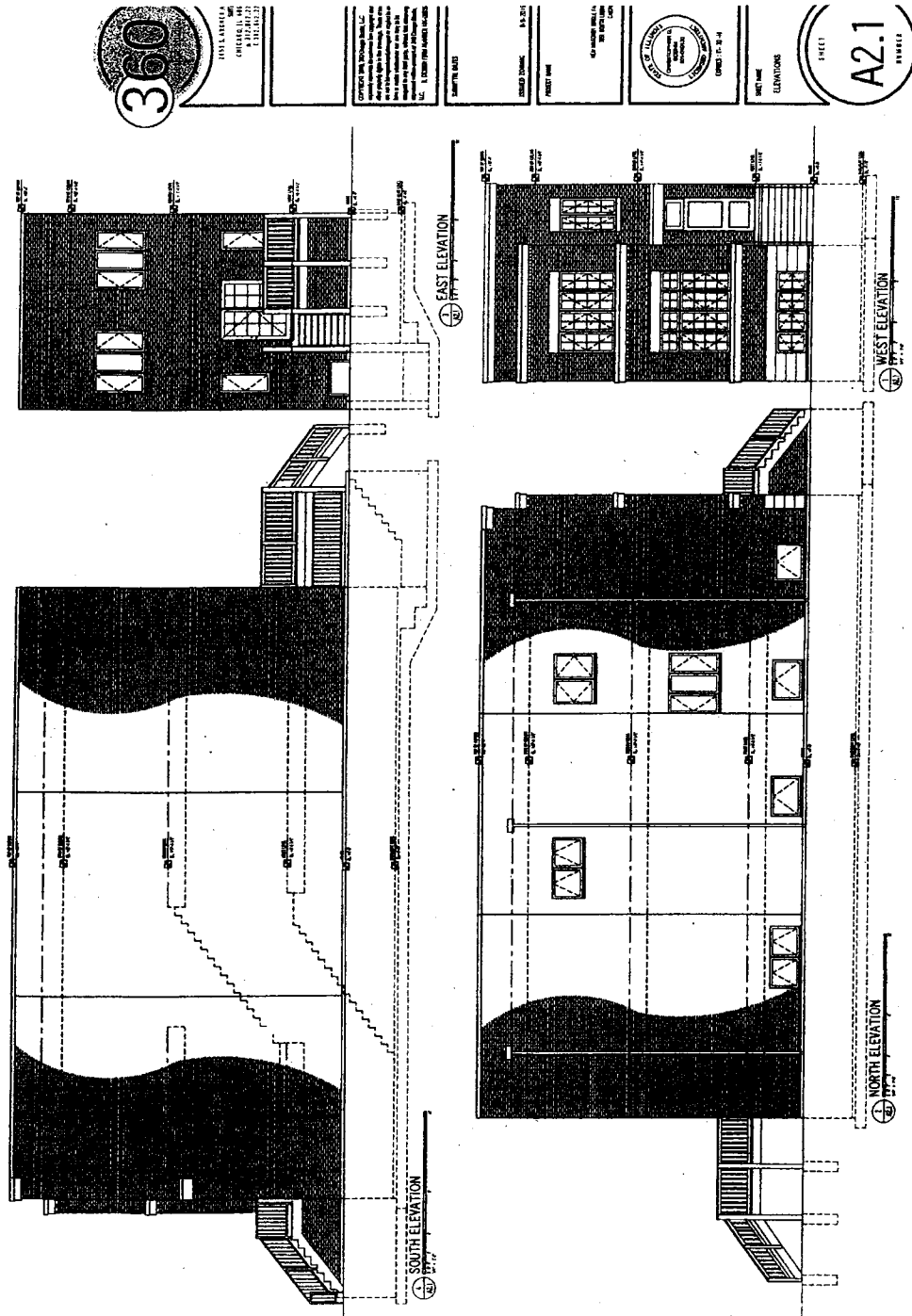
CHICAGO CITY COUNCIL  
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CHICAGO CITY COUNCIL  
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TWO STORY IIIB MASONRY  
SINGLE FAMILY RESIDENCE  
WITH BASEMENT AND TWO CAR FRAME GARAGE  
3853 SOUTH UNION AVE  
CHICAGO, IL



CODE MATRIX									
ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	TAX	TOTAL TAX	TOTAL	REMARKS
SECTION 1 - ROOFING									
1	ASPH/FLT SHINGLES	SQ	100	1.50	150.00	0.00	150.00		
2	FLASHING	LF	100	0.50	50.00	0.00	50.00		
3	CEILING	SQ	100	1.00	100.00	0.00	100.00		
4	WALL	SQ	100	1.00	100.00	0.00	100.00		
5	FLOOR	SQ	100	1.00	100.00	0.00	100.00		
SECTION 2 - ROOFING									
6	FLASHING	LF	100	0.50	50.00	0.00	50.00		
7	CEILING	SQ	100	1.00	100.00	0.00	100.00		
8	WALL	SQ	100	1.00	100.00	0.00	100.00		
9	FLOOR	SQ	100	1.00	100.00	0.00	100.00		
SECTION 3 - ROOFING									
10	FLASHING	LF	100	0.50	50.00	0.00	50.00		
11	CEILING	SQ	100	1.00	100.00	0.00	100.00		
12	WALL	SQ	100	1.00	100.00	0.00	100.00		
13	FLOOR	SQ	100	1.00	100.00	0.00	100.00		

DRAWING INDEX									
NO.	DESCRIPTION	DATE	BY	CHKD	APPD	REV	DATE	BY	CHKD
1	GENERAL NOTES								
2	FOUNDATION								
3	WALLS								
4	FLOORS								
5	ROOFING								
6	MECHANICAL								
7	ELECTRICAL								
8	PAINTING								
9	LANDSCAPE								
10	GENERAL								

APPLICABLE CODES	
PLUMBING	2015 CHICAGO PLUMBING CODE
MASONRY	2015 CHICAGO MASONRY CODE
ELECTRICAL	2015 CHICAGO ELECTRICAL CODE
MECHANICAL	2015 CHICAGO MECHANICAL CODE
PAINTING	2015 CHICAGO PAINTING CODE
LANDSCAPE	2015 CHICAGO LANDSCAPE CODE
GENERAL	2015 CHICAGO GENERAL CODE

ARCHITECT'S STATEMENT & SEAL	
<p>STATE OF ILLINOIS</p> <p>ARCHITECT</p> <p>NAME: [Signature]</p> <p>NO. [Blank]</p> <p>EXPIRATION DATE: [Blank]</p>	

8066

JOURNAL--CITY COUNCIL--CHICAGO

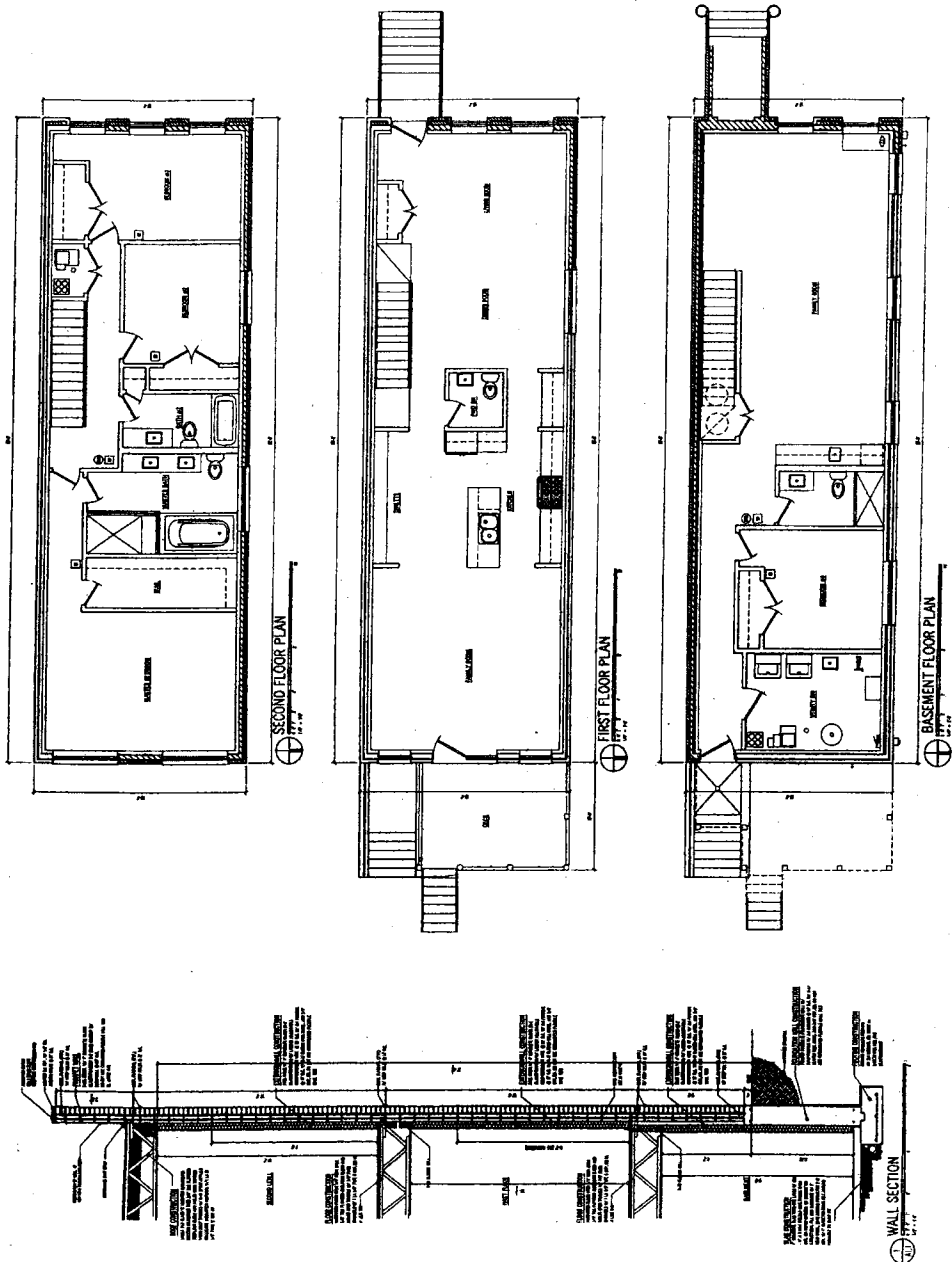
10/16/2019







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**360**

1101 S. ARCHER ST.  
CHICAGO, IL 60607  
TEL: 312.467.1234  
FAX: 312.467.1235

DESIGNED BY: J. L. Smith, Inc. LLC  
1101 S. ARCHER ST., CHICAGO, IL 60607  
TEL: 312.467.1234  
FAX: 312.467.1235

PROJECT NO.: 1101S-ARCHER-001  
DATE: 10/16/2019

PROJECT NAME: 1101 S. ARCHER ST. RENOVATION  
1101 S. ARCHER ST. CHICAGO, IL 60607

PROJECT LOCATION: 1101 S. ARCHER ST. CHICAGO, IL 60607

PROJECT OWNER: J. L. Smith, Inc. LLC  
1101 S. ARCHER ST. CHICAGO, IL 60607  
TEL: 312.467.1234  
FAX: 312.467.1235

**A1.1**

1101 S. ARCHER ST.  
CHICAGO, IL 60607  
TEL: 312.467.1234  
FAX: 312.467.1235







*Reclassification Of Area Shown On Map No. 8-G.*

(As Amended)

(Application No. 20159T1)

(Common Address: 3122 -- 3128 S. Benson St.)

[SO2019-6855]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M2-3 Light Industry District symbols as shown on Map Number 8-G in the area bounded by:

a line 213 feet south of and parallel to West 31<sup>st</sup> Street; South Benson Street; a line 280.81 feet south of and parallel to West 31<sup>st</sup> Street; South Benson Street; a line 293.81 feet south of and parallel to West 31<sup>st</sup> Street; South Benson Street; a line 306.1 feet south of and parallel to West 31<sup>st</sup> Street; and a line 100 feet east of and parallel to the top of the bank of the south arm of the south branch of the Chicago River,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; First, Second and Third Floor Plans A, B and C; Roof Plans A, B and C; and North, South, East and West Building Elevations A and B attached to this ordinance printed on pages 8072 through 8084 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



FINAL FOR PUBLICATION

#20159 T1

**SUBSTITUTE NARRATIVE AND PLANS  
FOR TYPE 1 ZONING AMENDMENT FOR  
3122-28 SOUTH BENSON STREET, CHICAGO**

The subject property is currently a vacant industrial site. The Applicant needs a zoning change to allow residential use at the property, in order to build a new townhouse development with total of 18 dwelling units (three 3-story townhouse buildings, each with 6 dwelling units).

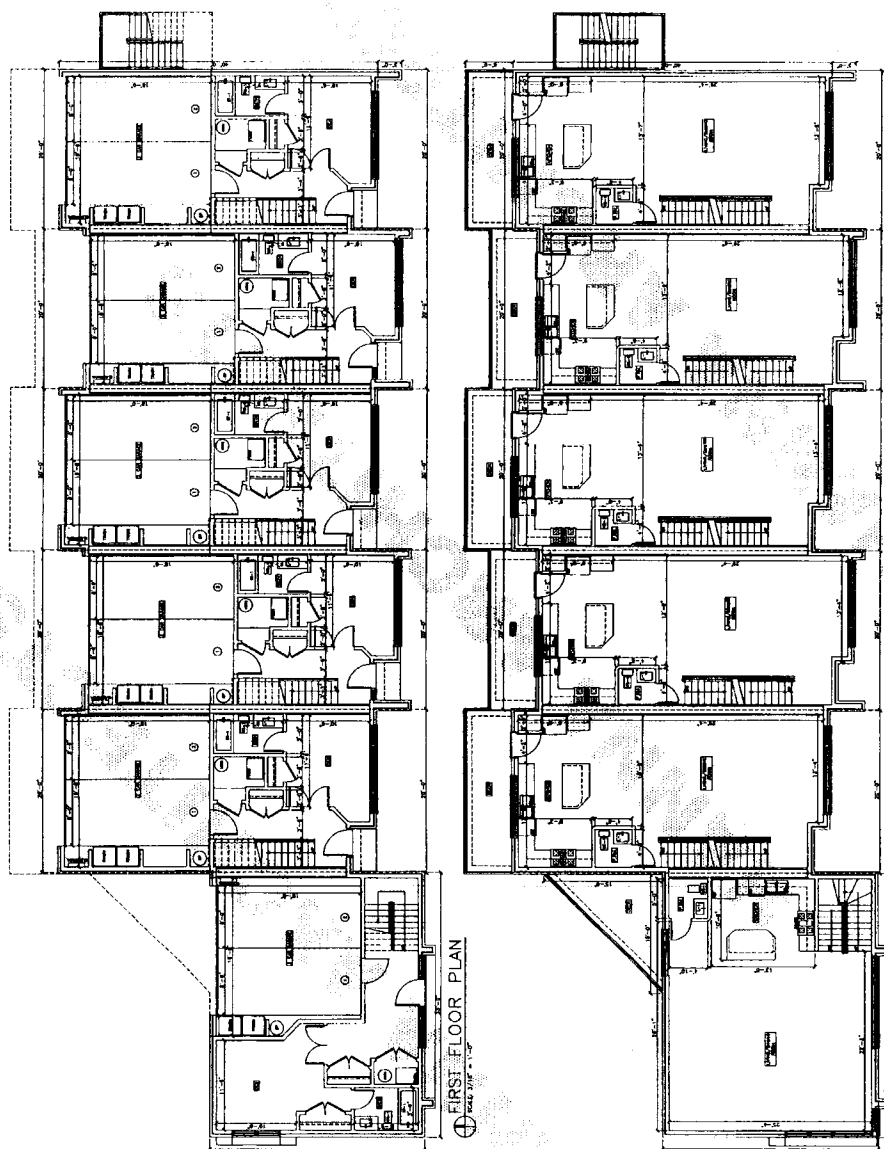
Project Description:	Zoning Change from an M2-3 Light Industry District to an RT4 Residential Two-Flat, Townhouse and Multi-Unit District
Use:	Townhouse Development (3 buildings, each with 6 dwelling units for a total of 18 dwelling units at the subject property)
Floor Area Ratio:	1.00
Lot Area:	39,360 Square Feet
Building Floor Area:	37,800 Square Feet
Density:	2,186 Square Feet per Dwelling Unit
Off- Street parking:	Parking spaces: 36
Set Backs:	Front (facing Benson): 12 Feet North Side: 26 Feet South Side: 13 Feet 8 Inches End Wall Facing Rear Property Line: 3 Feet
Building height:	36 Feet





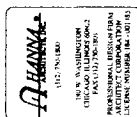


FINAL FOR PUBLICATION



① FIRST FLOOR PLAN  
SCALE 3/16" = 1'-0"

SECOND FLOOR PLAN

[illegible][illegible]

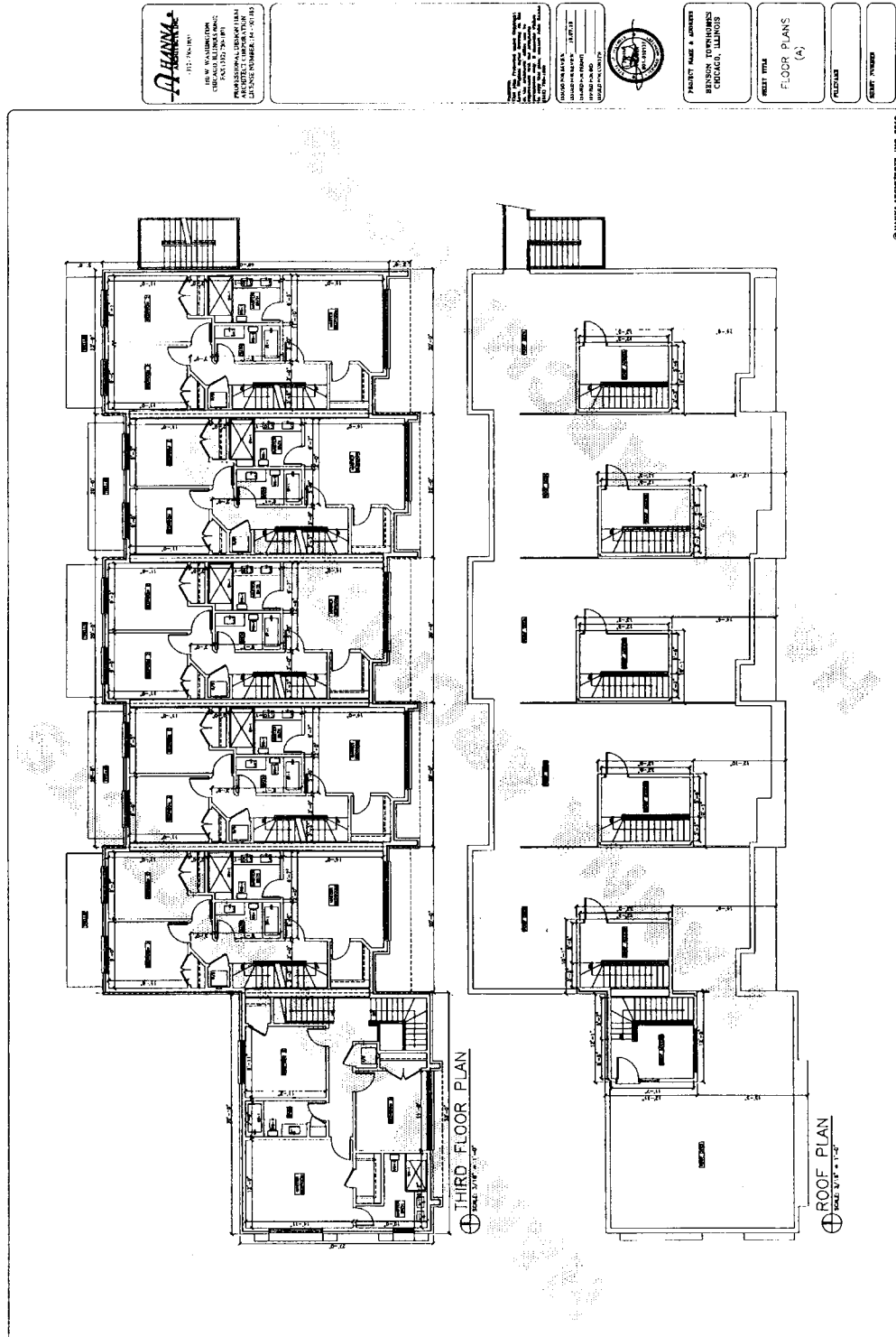
PROPERTY NAME & ADDRESS  
BENSON TOWNHOMES  
CHICAGO, ILLINOIS

REPORT TITLE	FLOOR PLANS
1. GENERAL INFORMATION	
2. PROJECT INFORMATION	
3. PROJECT DESCRIPTION	
4. PROJECT LOCATION	
5. PROJECT HISTORY	
6. PROJECT SCOPE	
7. PROJECT BUDGET	
8. PROJECT SCHEDULE	
9. PROJECT RISK	
10. PROJECT COMMUNICATION	
11. PROJECT EVALUATION	
12. PROJECT CLOSURE	
13. PROJECT APPENDIX	
14. PROJECT REFERENCES	
15. PROJECT CONTACTS	
16. PROJECT SIGNATURES	
17. PROJECT APPROVALS	
18. PROJECT REVIEW	
19. PROJECT CHANGE	
20. PROJECT CLOSURE	

**FLUSHING**

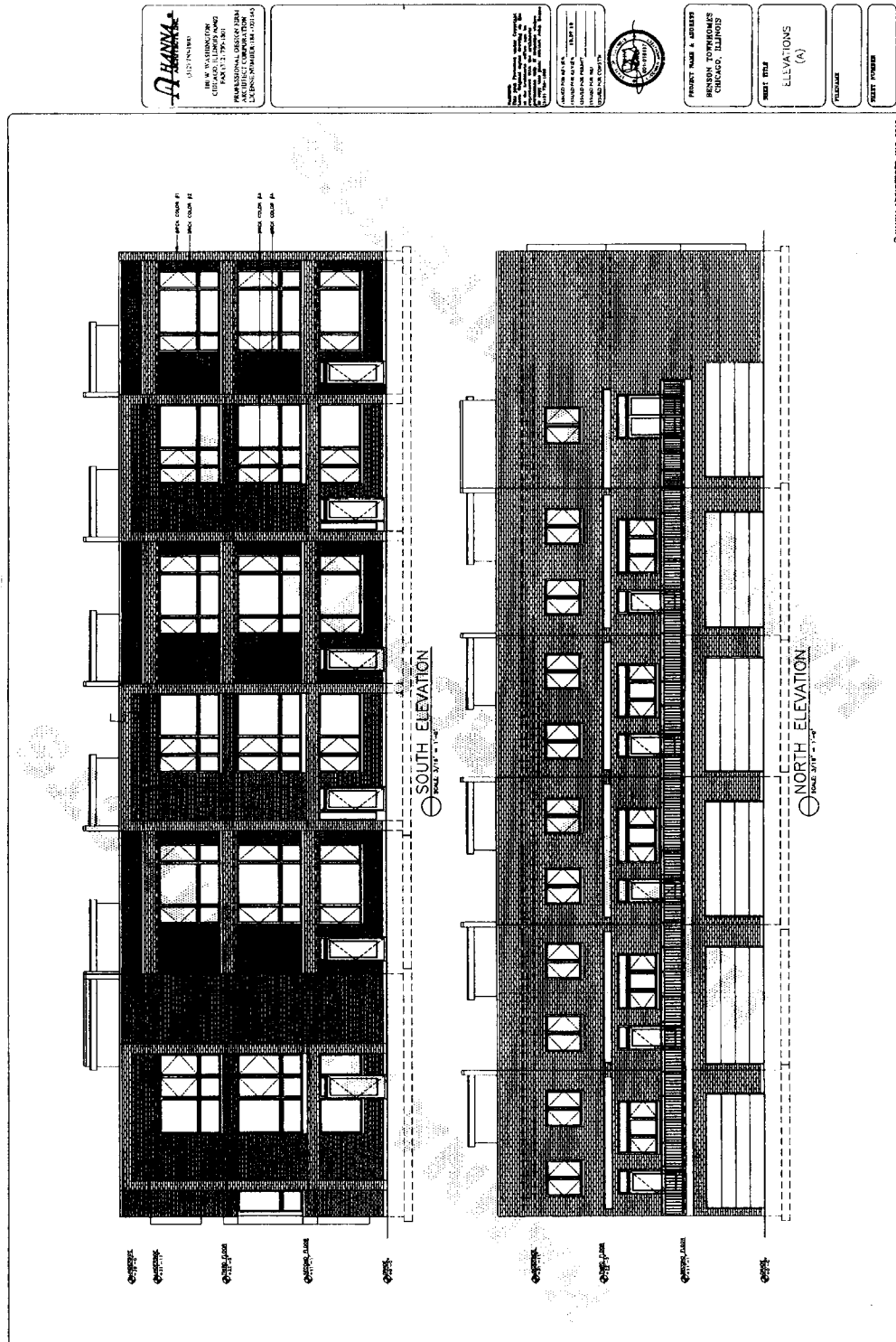


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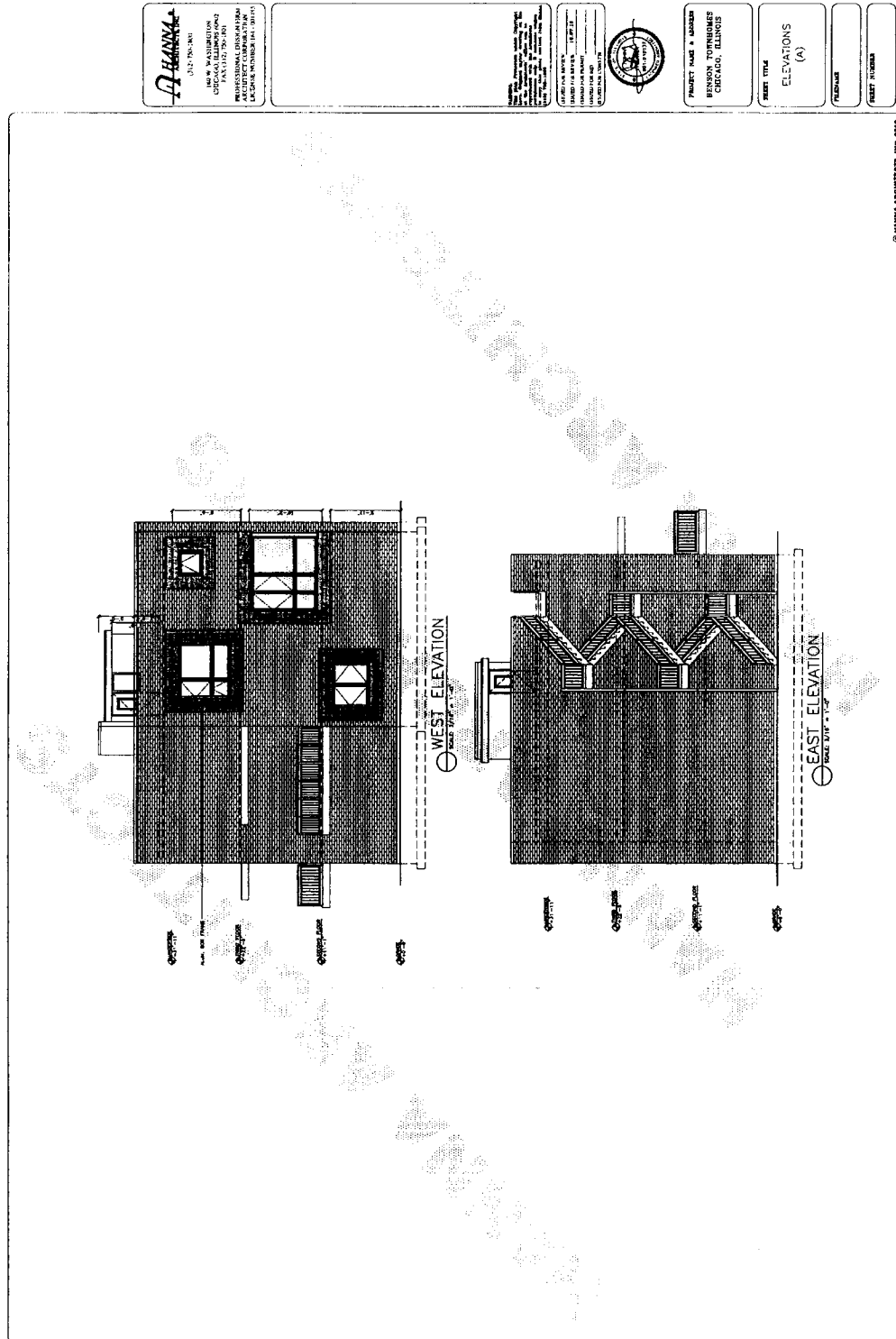


FINAL FOR PUBLICATION



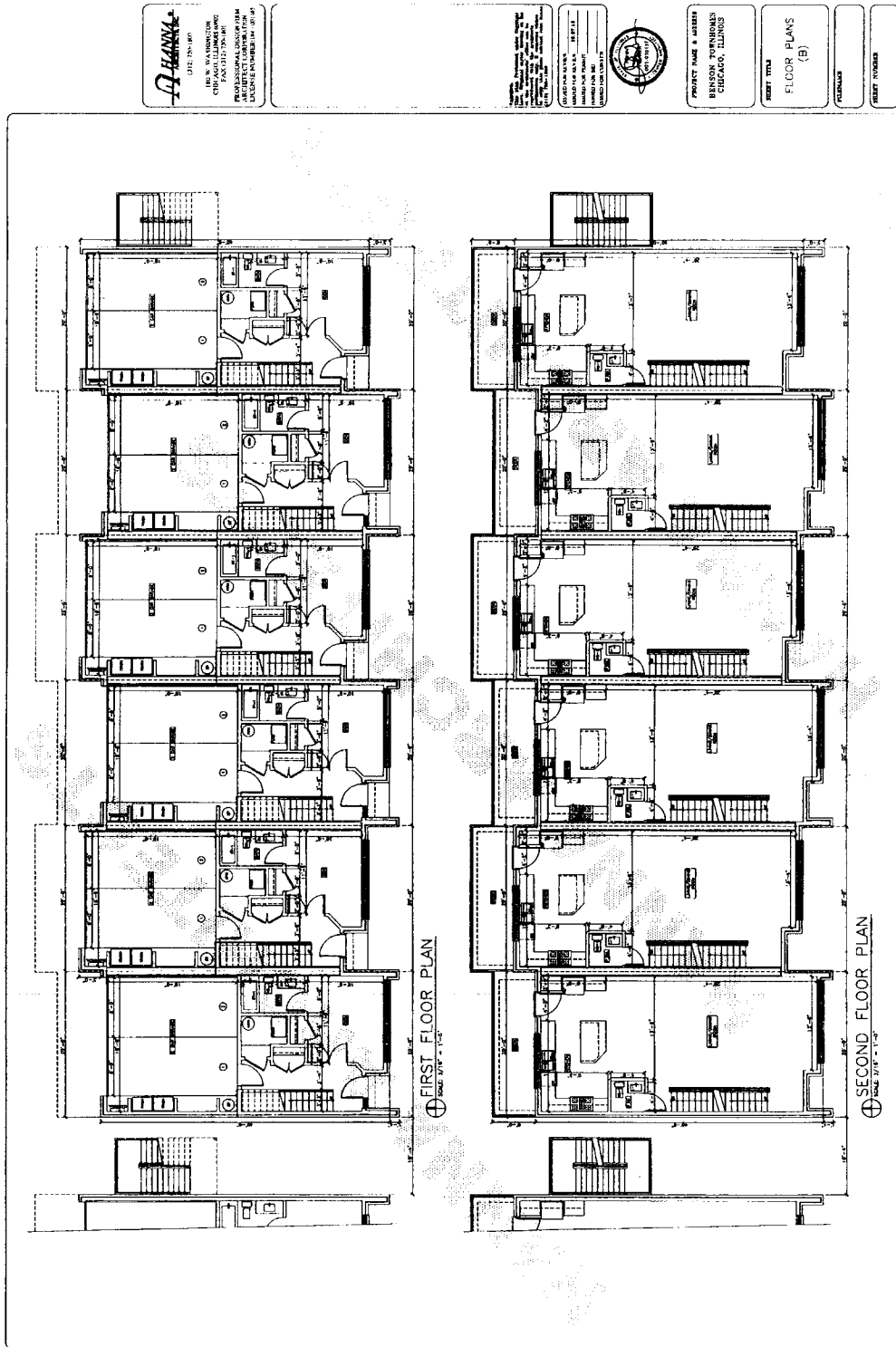


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FINAL FOR PUBLICATION





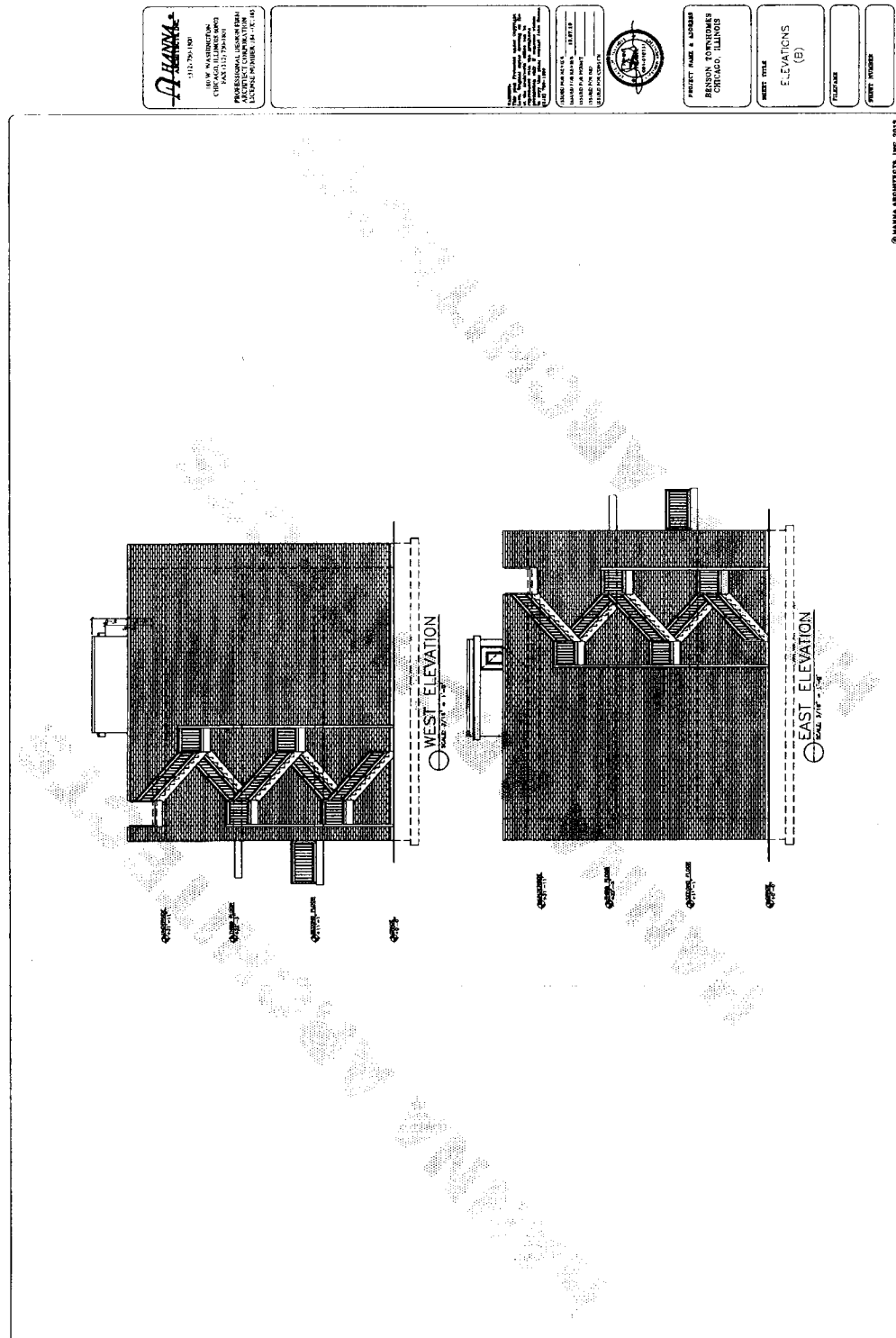






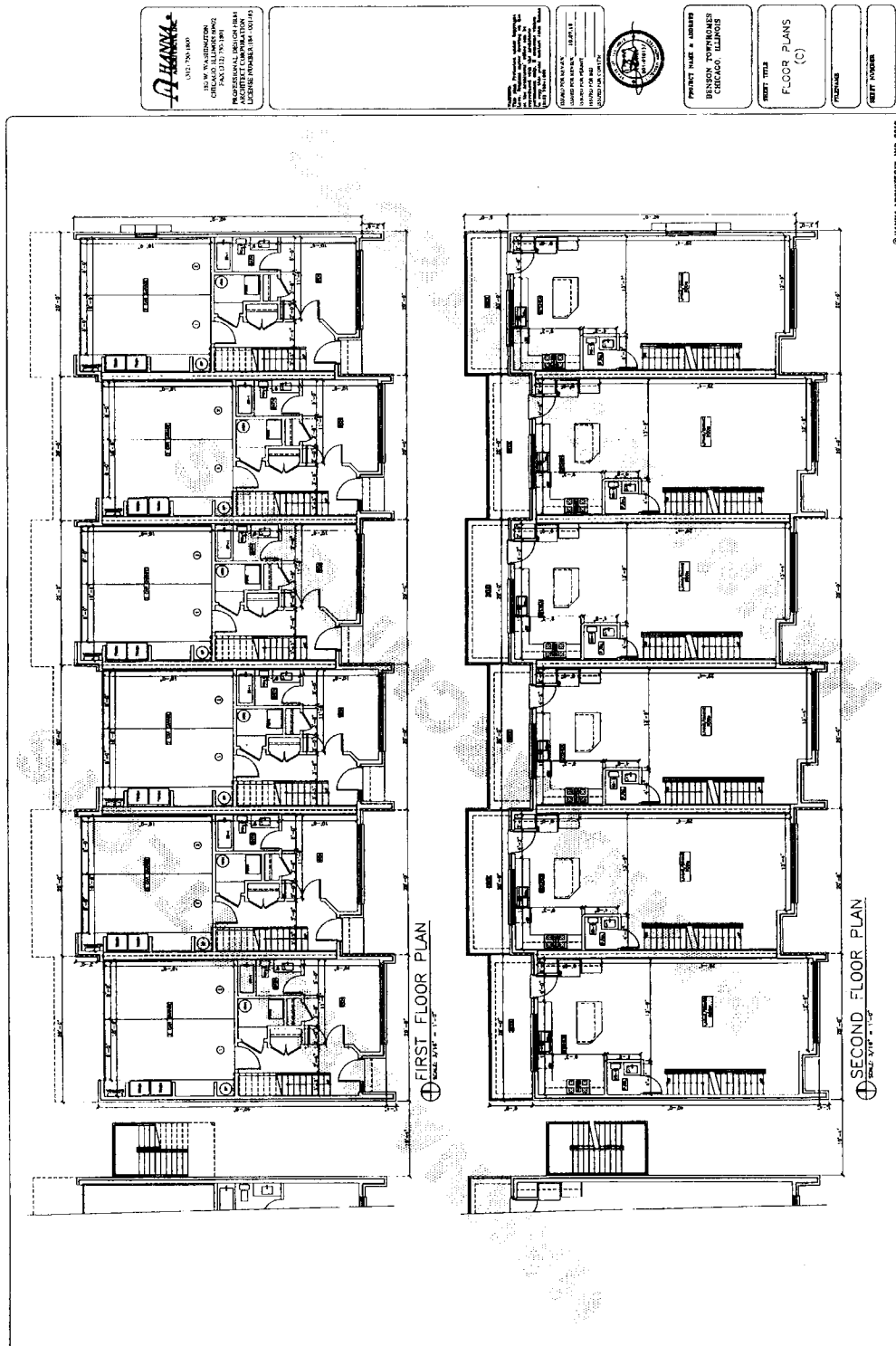


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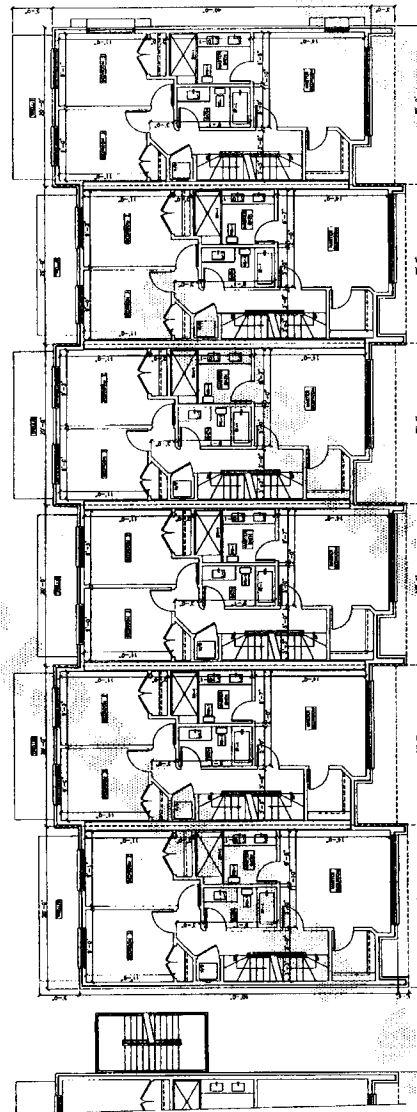


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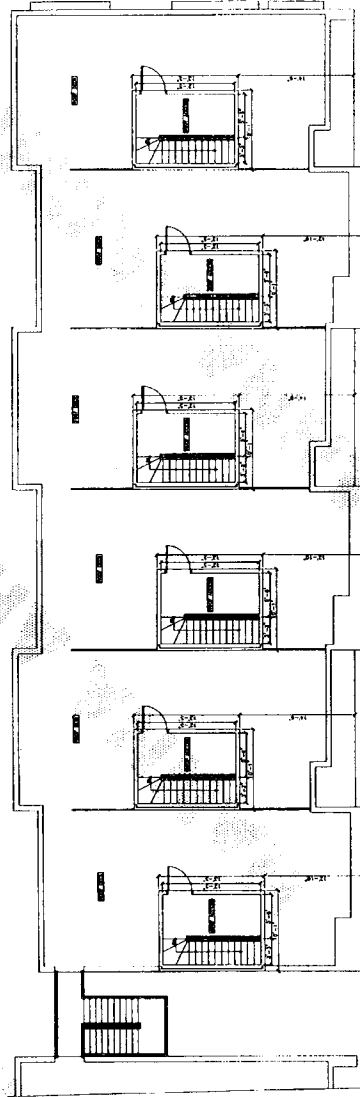




FINAL FOR PUBLICATION



THIRD FLOOR PLAN  
SCALE: 1/8" = 1'-0"



ROOF PLAN  
SCALE: 1/8" = 1'-0"

**HANNA**  
(312) 761-1901  
380 W. WASHINGTON  
CHICAGO, IL 60601  
FAX (312) 754-1961  
PROFESSIONAL DESIGNER  
LICENSE NUMBER 044 001145

PROJECT NAME: 1500 N. LAKE STREET  
OWNER: CHICAGO CITY COUNCIL  
ARCHITECT: HANNA ARCHITECTS, INC.  
DATE: 10/16/2019  
SHEET NUMBER: 10/16/2019



PROJECT NAME: 1500 N. LAKE STREET  
OWNER: CHICAGO CITY COUNCIL  
ARCHITECT: HANNA ARCHITECTS, INC.  
DATE: 10/16/2019  
SHEET NUMBER: 10/16/2019

SHEET TITLE  
FLOOR PLANS  
(C)

REVISION  
SHEET NUMBER

HANNA ARCHITECTS, INC. 2019

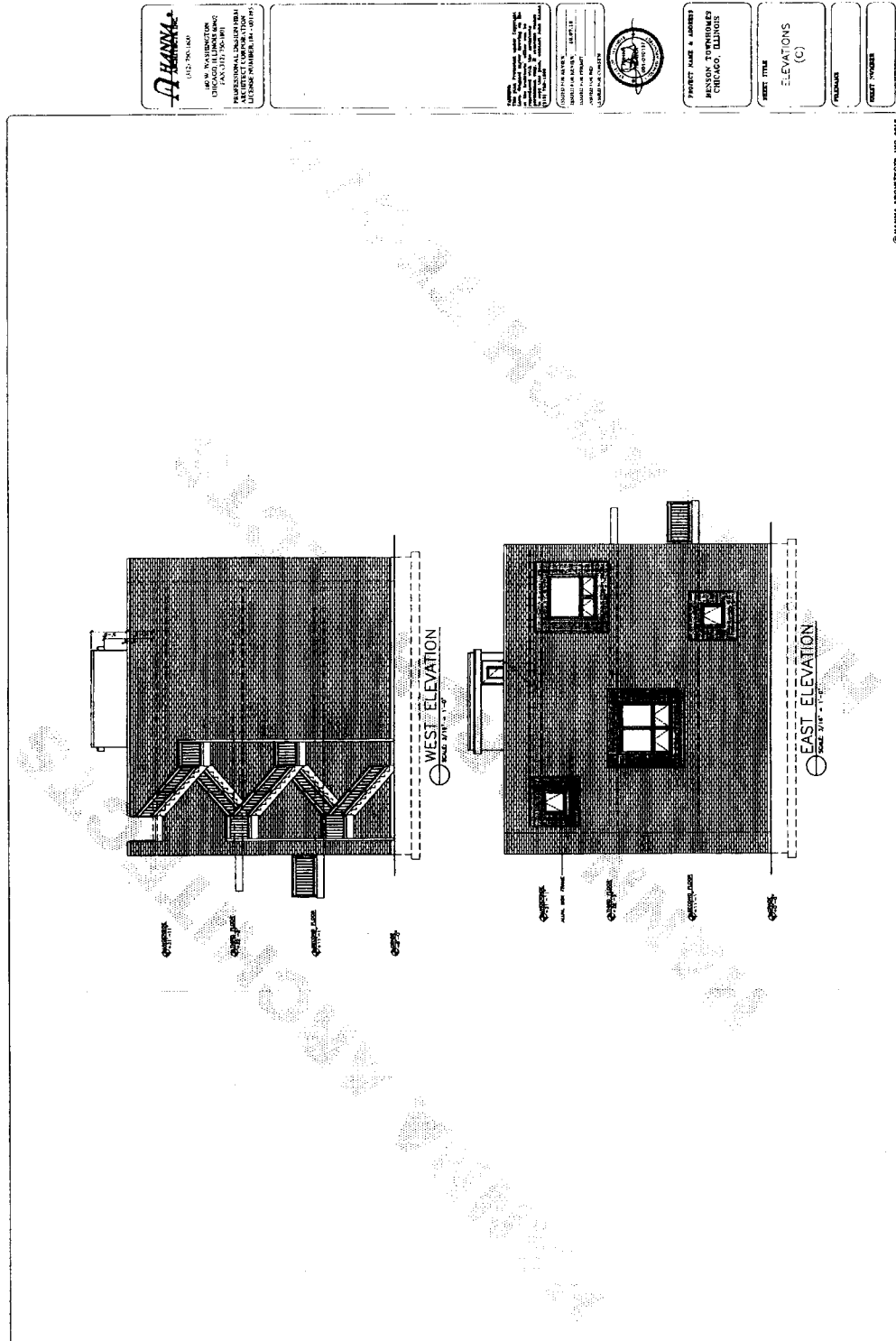


FINAL FOR PUBLICATION





FINAL FOR PUBLICATION





*Reclassification Of Area Shown On Map No. 8-I.*

(Application No. 20102)

(Common Address: 2900 -- 2902 W. Pershing Rd.)

[O2019-5546]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Zoning Ordinance be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-I in the area bounded by:

the public alley next north of West Pershing Road; South Francisco Avenue; West Pershing Road; and a line 50.90 feet west of and parallel to South Francisco Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. The ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 9-G.*

(Application No. 20182)

(Common Address: 3542 N. Southport Ave.)

[O2019-6858]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 9-G in the area bounded by:

a line 150 feet south of and parallel to West Addison Street; North Southport Avenue;  
a line 175 feet south of and parallel to West Addison Street; and the alley next west of  
and parallel to North Southport Avenue,

to those of a B3-3 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.



*Reclassification Of Area Shown On Map No. 9-H.*

(As Amended)

(Application No. 20150T1)

(Common Address: 3914 N. Hermitage Ave.)

[SO2019-6814]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-H in the area bounded by:

a line 165.54 feet north of and parallel to West Byron Street; North Hermitage Avenue; the alley next north of and parallel to West Byron Street; and the alley west of and parallel to North Hermitage Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing and Proposed Site Plans; Partial Block Plan; Foundation Detail; Existing Building Section; Existing Basement, First, Second and Third Floor Plans; Demolition Notes; Proposed Basement, First, Second and Third Floor Plans; Existing Roof Plan; 3-Car Roof Top Plan; Proposed 3-Car Garage; Door and Window Schedule; Existing North and West Building Elevations; and Proposed North, South, East and West Building Elevations attached to this ordinance printed on pages 8088 through 8096 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



Final for Publication

## SUBSTITUTE NARRATIVE AND PLANS

### TYPE 1 ZONING AMENDMENT

### 3914 North Hermitage Avenue

RT-4 Residential Two-Flat, Townhouse and Multi-Use District

The applicant is requesting a zoning amendment from a RS-3 Residential Single-Unit District to a RT-4 Residential Two-Flat, Townhouse and Multi-Use District to allow for the renovation of the interior of an existing building to allow for an additional dwelling unit in the basement for a total of 3 residential dwelling units and 3 parking spaces with a roof top deck on a new detached 3 car garage. The height will of the building is existing at 33'9". There will be no commercial space

	RT-4	PROPOSED
Lot Area	3,067.20 square feet	3,067.50 square feet
MLA	1,000 per DU	1,022.50 per DU
Parking	3 parking spaces	3 parking spaces
Rear Setback	37'6"	55.30 feet (existing)
South Setback	0 feet	.50 foot (existing)
North Setback	2.45 feet	2.28 feet (existing)
Front Setback	7.54 feet	12.48 feet (existing)
FAR	1.20	1.0
Open Space	200 square feet	500 square feet
Building Square Footage	3,678.75 square feet (maximum)	3,343 square feet (existing)
Building Height	38 feet	33'9" feet (Existing)



## 2018 ELECTRICAL CODE

### GENERAL NOTES:

1. ALL DOORS USED AS EXITS SHALL OPEN WITHOUT THE USE OF A KEY IN THE DIRECTION OF EXITS.
2. ALL INTERIOR FINISHES SHALL BE CLASS 1.
3. OVERHEAD WIRING SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BY FIELD AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. ALL GLAZED DOORS AND WINDOWS SHALL HAVE TINTED INSULATING GLASS.
5. DIMENSIONS SHOWN ARE TO DRYWALL OR OTHER FINISH MATERIAL UNLESS OTHERWISE NOTED.
6. MIN. STAIR TREAD DEPTH = 1" T" NOSING; MAX STAIR RISE HEIGHT = 8"
7. HANDRAILS ON STAIRS SHALL BE LOCATED AT 2'-10" ABOVE FINISH FLOOR.
8. HANDRAILS AT BALCONIES SHALL BE LOCATED AT 2'-4" ABOVE FINISH FLOOR.
9. SMOKE DETECTORS SHALL BE LOCATED WITHIN 15' OF EACH BEDROOM AND AT THE TOP OF EACH STAIR.
10. CARBON MONOXIDE DETECTORS SHALL BE LOCATED WITHIN 15' OF EACH BEDROOM.
11. THE SILL PLATES OF SUB-CASE PARTITIONS SHALL BE UNPAINTED UNLESS OTHERWISE NOTED.
12. ALL BLOCKING TO BE FIRE RETARDANT.
13. VERIFY ALL WINDOW AND DOOR OPENINGS WITH WINDOW AND DOOR MANUFACTURER.

### PERFORMANCE OF THE WORK:

1. ALL PARTIES PERFORMING WORK OF THE PROJECT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL, LOCAL, STATE AND NATIONAL CODES, STANDARDS, AND ORDINANCES.
2. PERFORMANCE OF THE WORK SHALL COMPLY WITH THE CONTRACT DOCUMENTS.
3. ALL WORK SHALL BE OF THE HIGHEST QUALITY FOLLOWING THE CONTRACT DOCUMENTS AND THE BEST ACCEPTED TRADE PRACTICES AND STANDARDS.
4. INVESTIGATE EXISTING CONDITIONS, VERIFY AND BE RESPONSIBLE FOR ALL REQUIREMENTS OF THE PROJECT. NOTIFY ARCHITECT IN WRITING OF ANY CONDITIONS CONTRARY TO THE CONSTRUCTION DOCUMENTS THAT REQUIRE MODIFICATION BEFORE PROCEEDING WITH THE WORK.
5. ACCEPTANCE OF THE WORK BY THE OWNER SHALL BE A CONDITION OF THE FULL PAYMENT OF THE CONTRACT.
6. MAINTAIN THROUGHOUT THE CONSTRUCTION PERIOD, A CERTIFICATE OF INSURANCE FOR ALL LIABILITIES, WITH A HOLD HARMLESS CLAUSE, PROTECTING THE OWNER AND THE ARCHITECT.
7. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL GOVERN. FINISHED DRAWINGS MAY BE REPRODUCED AT A SCALE DIFFERENT THAN INTENDED BY THE ORIGINAL DRAWINGS. SUBMIT WRITTEN REQUEST FOR RESOLUTION OF ANY DIMENSIONAL DISCREPANCIES FROM THE ARCHITECT.
8. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN MEANS CANNOT BE DETERMINED, CONSULT THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
9. VERIFY ALL DIMENSIONS, INCLUDING BUT NOT LIMITED TO EXISTING CONDITIONS, LAYOUT OF THE WORK, AND WORK AREA BEFORE INSTALLATION AND PROCEEDING WITH NEW WORK.

### COORDINATION AND SUBSTITUTION

1. COORDINATE WORK OF ALL TRADES WITH ONE ANOTHER IN ORDER TO AVOID INTERFERENCE, TO PRESERVE MAXIMUM HEAD ROOM AND TO AVOID OBSTRUCTIONS.
2. PROPOSED CHANGES TO ANY CONSTRUCTION MATERIAL, DETAILS, ASSEMBLIES AND SYSTEMS, ETC., SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT.

### NOTE:

THE INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME TO THE ARCHITECT/ENGINEER. THE INFORMATION CANNOT BE GUARANTEED TO SHOW EXISTING CONDITIONS. THE CONTRACTOR SHALL READ AND STUDY THE TOTAL SET OF PLANS FOR ALL WORK. CONTRACTOR MUST VISIT THE SITE AND DETERMINE ALL FIELD CONDITIONS. ALL DIMENSIONS SHALL BE VERIFIED AND ALL DISCREPANCIES SHALL BE REPORTED TO ARCHITECT PRIOR TO SUBMITTALS.

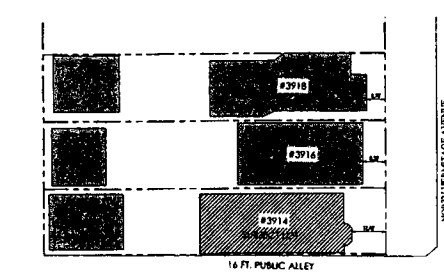
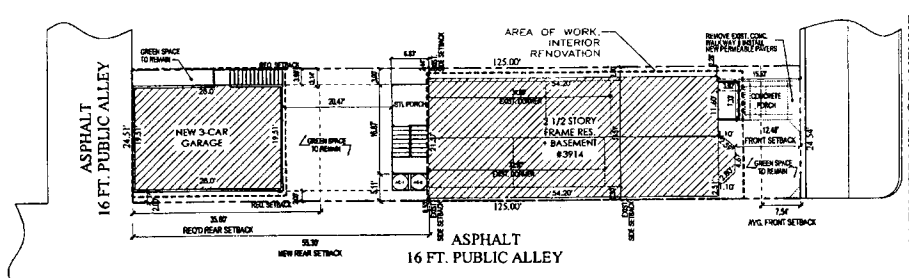
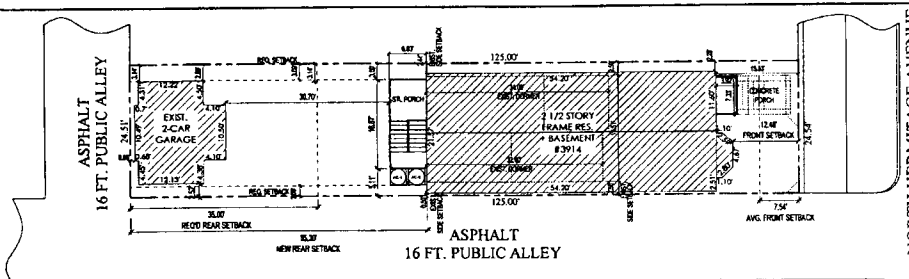
THE INFORMATION SHOWN IN THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THE GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE SHOP DRAWINGS ARE FOR BIDDING PURPOSES ONLY. GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE SHOP DRAWINGS COORDINATING WITH ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL AND STRUCTURAL DESIGN FOR REVIEW AND APPROVAL BY THE A/E OF RECORD.

### LIMIT OF WARRANTY OF ARCHITECTS/ENGINEER'S WORK PRODUCT:

THE ARCHITECT/ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK BEYOND A REASONABLE DILIGENCE. IF ANY ERRORS, DISCREPANCIES OR OMISSIONS ARE FOUND TO EXIST IN THE WORK PRODUCT, THE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THE AREA. FAILURE TO PROMPTLY NOTIFY THE ARCHITECT/ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ARCHITECT/ENGINEER FROM ANY RESPONSIBILITY OF SUCH FAILURE. ACTION TAKEN WITHOUT KNOWLEDGE AND CONSENT OF THE ARCHITECT/ENGINEER OR IN CONTRADICTION TO THE WORK PRODUCT OR THE RECOMMENDATIONS OF THE ARCHITECT/ENGINEER SHALL BECOME THE RESPONSIBILITY OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

### LIABILITY INSURANCE:

PROVIDE LIABILITY INSURANCE. HOLD HARMLESS AGREEMENTS. THE CONTRACTOR SHALL MAINTAIN CONTRACTUAL LIABILITY INSURANCE TO COVER LIABILITY ASSUMED UNDER THE FOLLOWING AGREEMENT: THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OTHER ARCHITECT/ENGINEER AND THEIR PARTNERS, AGENTS AND EMPLOYEES AGAINST ANY LOSS, DAMAGE OR EXPENSE FOR WHICH THE OWNER AND ARCHITECT/ENGINEER MAY BECOME LIABLE ON AN ACCOUNT OF BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE SUSTAINED BY ANYONE WHICH MAY ARISE OUT OF OR RESULT FROM THE OPERATIONS OF THE CONTRACTOR OR OF THOSE EMPLOYED BY HIS AGENTS OR SERVANTS INCLUDING THE SUBCONTRACTOR OR OF OTHERS OF THE OWNER AND ARCHITECT/ENGINEER. THEIR AGENTS, SERVANTS OR EMPLOYEES, OR BY ANY OTHER PERSONS WHOSE NEGLIGENCE AND THE CONTRACTOR SHALL AT HIS OWN EXPENSE, APPEAR, DEFEND, PAY ALL COSTS AND EXPENSE, INCLUDING ATTORNEY'S FEES, IN ANY LITIGATION IN CONNECTION WITH LIABILITY ASSUMED HEREUNDER. THE FOLLOWING REINFORCEMENT SHALL ALSO INCLUDE ALL LIABILITY OF THE OWNER, ARCHITECT/ENGINEER AND OTHER MEMORANDUM PERSONS ARISING UNDER THE SO CALLED "TYPICAL WORKING ACT" (ICH 40C SEC 404 ILINOS REVISOR 2015). EACH AND EVERY CONTRACTOR AND SUBCONTRACTOR WHO ACCEPTS CONTRACTUAL OBLIGATIONS FOR THE PROJECT WHETHER FILED WITH OWNER OR NOT, THAT THEY HAVE ENTERED AGREEMENT TO THE ABOVE ITEM, (HOLD HARMLESS AGREEMENT AND ITS SPECIFIC WORKING).



### PROJECT ADDRESS:

3914 N. HERMITAGE AVE.  
CHICAGO, IL 60613  
14115-2602-0000

### SCOPE OF WORK:

RENOVATION AT EXISTING 2-1/2 STORY + BASEMENT FRAME 2 D.U. BUILDING.  
NEW REAR SITE PORCH.

### ZONING STATISTICS:

	EXISTING	PROPOSED
LOT AREA	2,800 SF	2,800 SF
MIN. LOT AREA PER D.U.	2,800 SF	2,800 SF
ALLOWABLE D.U.	2	3
F.A.R. R.U.	28.00	33.43
FRONT YARD SETBACK	7.54 FT	12.48 FT
REAR YARD SETBACK	37.5 FT	35.3 FT
REAR YARD OPEN SPACE	4.75 FT	7.50 FT
COMBINED REAR YARD SETBACK	4.9 FT	2.78 FT
BUILDING HEIGHT	30.0 FT	35.0 FT
AUTO PARKING	2 SPACES	2 SPACES

### ZONING L.A.R. CALCULATION

	EXISTING	PROPOSED	TOTAL
BASEMENT	0 SF	0 SF	0 SF
FIRST FLOOR	1,225 SF	0 SF	1,225 SF
SECOND FLOOR	1,225 SF	0 SF	1,225 SF
TOTAL FLOOR AREA	2,450 SF	0 SF	2,450 SF

### SHEET INDEX:

- CS1.0 SITE PLANS AND ZONING NOTES
- CS1.1 BUILDING SECTION
- D1.0 EXISTING FLOOR PLANS
- D1.1 EXISTING HOUSES
- A1.0 PROPOSED FLOOR PLANS
- A1.1 NEW GARAGE, ROOF PLAN, AND SCHEDULES
- A2.0 BUILDING ELEVATIONS
- A2.1 BUILDING ELEVATIONS
- A2.2 NEW GARAGE ELEVATIONS

### ARCHITECT'S CERTIFICATION AND SEAL

I, the undersigned, being a duly licensed Architect under the laws of the State of Illinois, do hereby certify that this plan, specification and contract documents were prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the State of Illinois.



3914 N. HERMITAGE AVE.  
CHICAGO, IL 60613

T: 312.344.0000  
F: 312.344.0000  
P: 312.344.0000  
A: 312.344.0000

609  
DESIGN + CONSTRUCTION



PROJECT ARCHITECT:  
DATE:  
DRAWN BY:  
CHECKED BY:  
PROJECT NO.:

CS1.0







[illegible]







[illegible]



**Final for Publication**

## DOOR SCHEDULE

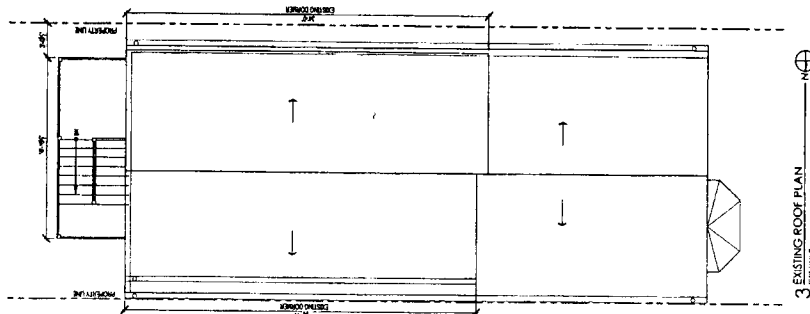
No.	Name of the person	Age	Sex	Religion	Marital Status		Education	Occupation	Income (Rs.)	Assets (Rs.)	Liabilities (Rs.)	Total Assets (Rs.)	Total Liabilities (Rs.)	Net Worth (Rs.)
					Married	Single								
1	Mr. A. B. C.	45	M	Hindu	Married	Single	12	Teacher	15000	50000	10000	60000	11000	49000
2	Mrs. D. E. F.	38	F	Muslim	Married	Single	10	Homemaker	12000	30000	5000	35000	5000	30000
3	Mr. G. H. I.	52	M	Sikh	Married	Single	15	Business	25000	100000	20000	120000	20000	100000
4	Ms. J. K. L.	28	F	Buddhist	Single	Single	8	Student	5000	10000	0	10000	0	10000
5	Mr. M. N. O.	60	M	Jain	Married	Single	18	Retired	10000	40000	15000	25000	15000	10000
6	Mrs. P. Q. R.	42	F	Hindu	Married	Single	11	Teacher	18000	60000	12000	72000	12000	60000
7	Mr. S. T. U.	35	M	Muslim	Married	Single	9	Engineer	20000	80000	18000	98000	18000	80000
8	Ms. V. W. X.	25	F	Sikh	Single	Single	7	Student	6000	15000	0	15000	0	15000
9	Mr. Y. Z. A.	55	M	Buddhist	Married	Single	16	Business	30000	120000	25000	145000	25000	120000
10	Mrs. B. C. D.	40	F	Jain	Married	Single	13	Homemaker	14000	50000	10000	60000	10000	50000

1. (NAME) OF THE PERSON(S) NOTED ON LETTER (S) OF: Shawnee 1000 2  
 01/11/1964 THE 1ST LUNCH OF RECREATION/EXERCISE 1

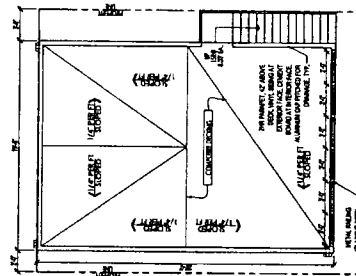
## WINDOW SCHEDULE

CATION		ANION		MOL. WT.		MOL. WT.		MOL. WT.		MOL. WT.	
1. ALUMINUM	1. ALUMINUM	27.0	27.0	27.0	27.0	27.0	27.0	27.0	27.0	27.0	27.0
2. BARIUM	2. BARIUM	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
3. BISMUTH	3. BISMUTH	208.9	208.9	208.9	208.9	208.9	208.9	208.9	208.9	208.9	208.9
4. BORON	4. BORON	10.8	10.8	10.8	10.8	10.8	10.8	10.8	10.8	10.8	10.8
5. BROMINE	5. BROMINE	79.9	79.9	79.9	79.9	79.9	79.9	79.9	79.9	79.9	79.9
6. CALCIUM	6. CALCIUM	40.1	40.1	40.1	40.1	40.1	40.1	40.1	40.1	40.1	40.1
7. CARBON	7. CARBON	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
8. CHLORINE	8. CHLORINE	35.5	35.5	35.5	35.5	35.5	35.5	35.5	35.5	35.5	35.5
9. CHROMIUM	9. CHROMIUM	52.0	52.0	52.0	52.0	52.0	52.0	52.0	52.0	52.0	52.0
10. COPPER	10. COPPER	63.5	63.5	63.5	63.5	63.5	63.5	63.5	63.5	63.5	63.5
11. FLUORINE	11. FLUORINE	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0
12. GADOLINIUM	12. GADOLINIUM	157.3	157.3	157.3	157.3	157.3	157.3	157.3	157.3	157.3	157.3
13. GERMANIUM	13. GERMANIUM	72.6	72.6	72.6	72.6	72.6	72.6	72.6	72.6	72.6	72.6
14. GIBBERITE	14. GIBBERITE	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
15. GLUCONIC ACID	15. GLUCONIC ACID	196.1	196.1	196.1	196.1	196.1	196.1	196.1	196.1	196.1	196.1
16. GOLD	16. GOLD	197.0	197.0	197.0	197.0	197.0	197.0	197.0	197.0	197.0	197.0
17. HAFNIUM	17. HAFNIUM	178.5	178.5	178.5	178.5	178.5	178.5	178.5	178.5	178.5	178.5
18. HANDBOOK	18. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
19. HANDBOOK	19. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
20. HANDBOOK	20. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
21. HANDBOOK	21. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
22. HANDBOOK	22. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
23. HANDBOOK	23. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
24. HANDBOOK	24. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
25. HANDBOOK	25. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
26. HANDBOOK	26. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
27. HANDBOOK	27. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
28. HANDBOOK	28. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
29. HANDBOOK	29. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
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33. HANDBOOK	33. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
34. HANDBOOK	34. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
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36. HANDBOOK	36. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
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41. HANDBOOK	41. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
42. HANDBOOK	42. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
43. HANDBOOK	43. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
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47. HANDBOOK	47. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
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62. HANDBOOK	62. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
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87. HANDBOOK	87. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
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89. HANDBOOK	89. HANDBOOK	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3	137.3
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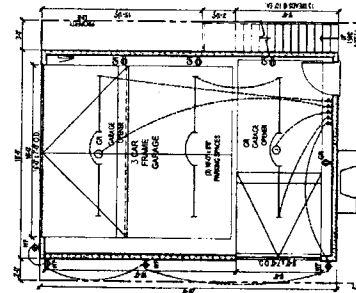
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## 2. EXISTING ROOF PLAN



03-CAR GARAGE ROOF TOP PLAN

[illegible][illegible]

0914 N. HERMITAGE AVE  
CHICAGO, IL 60613

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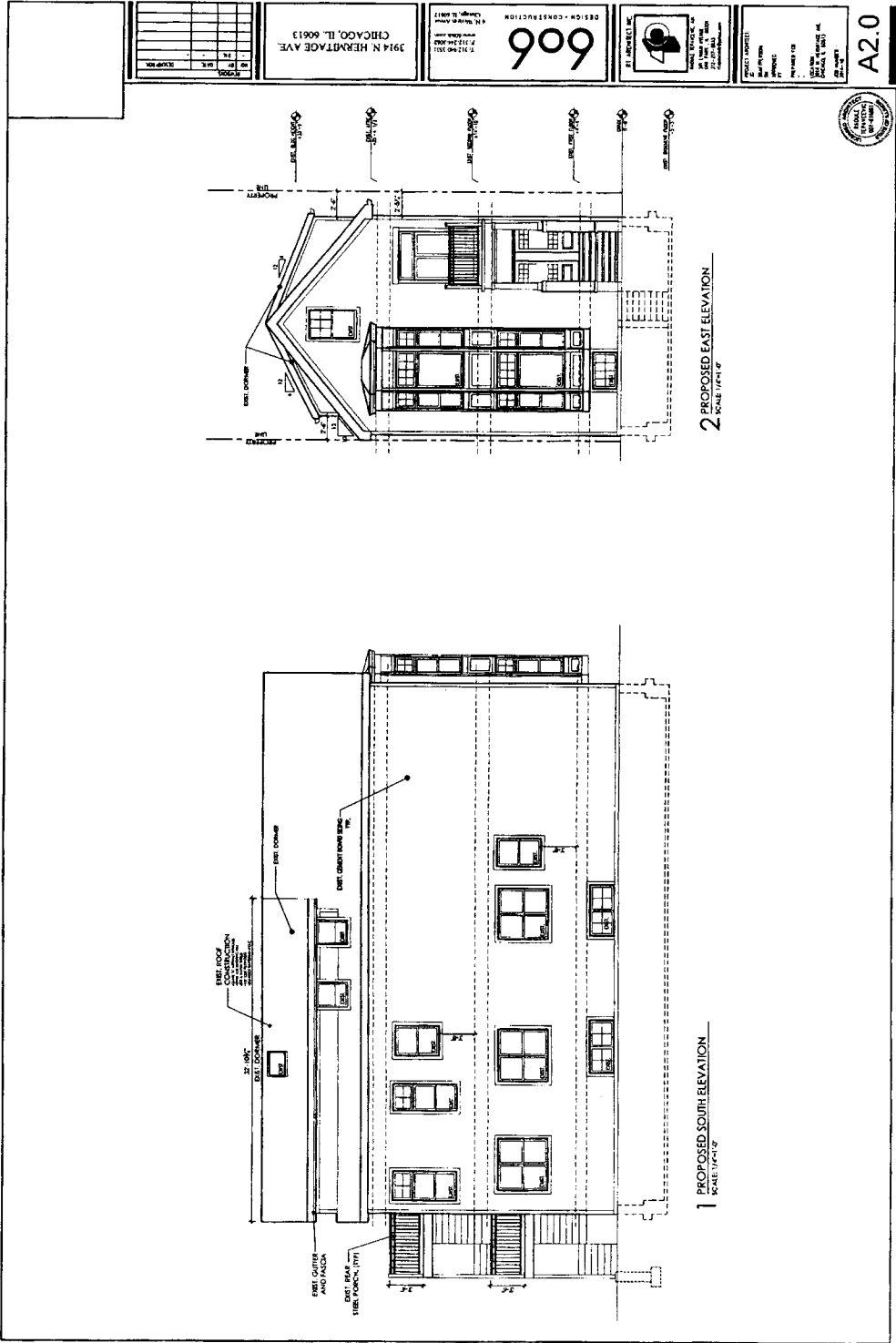


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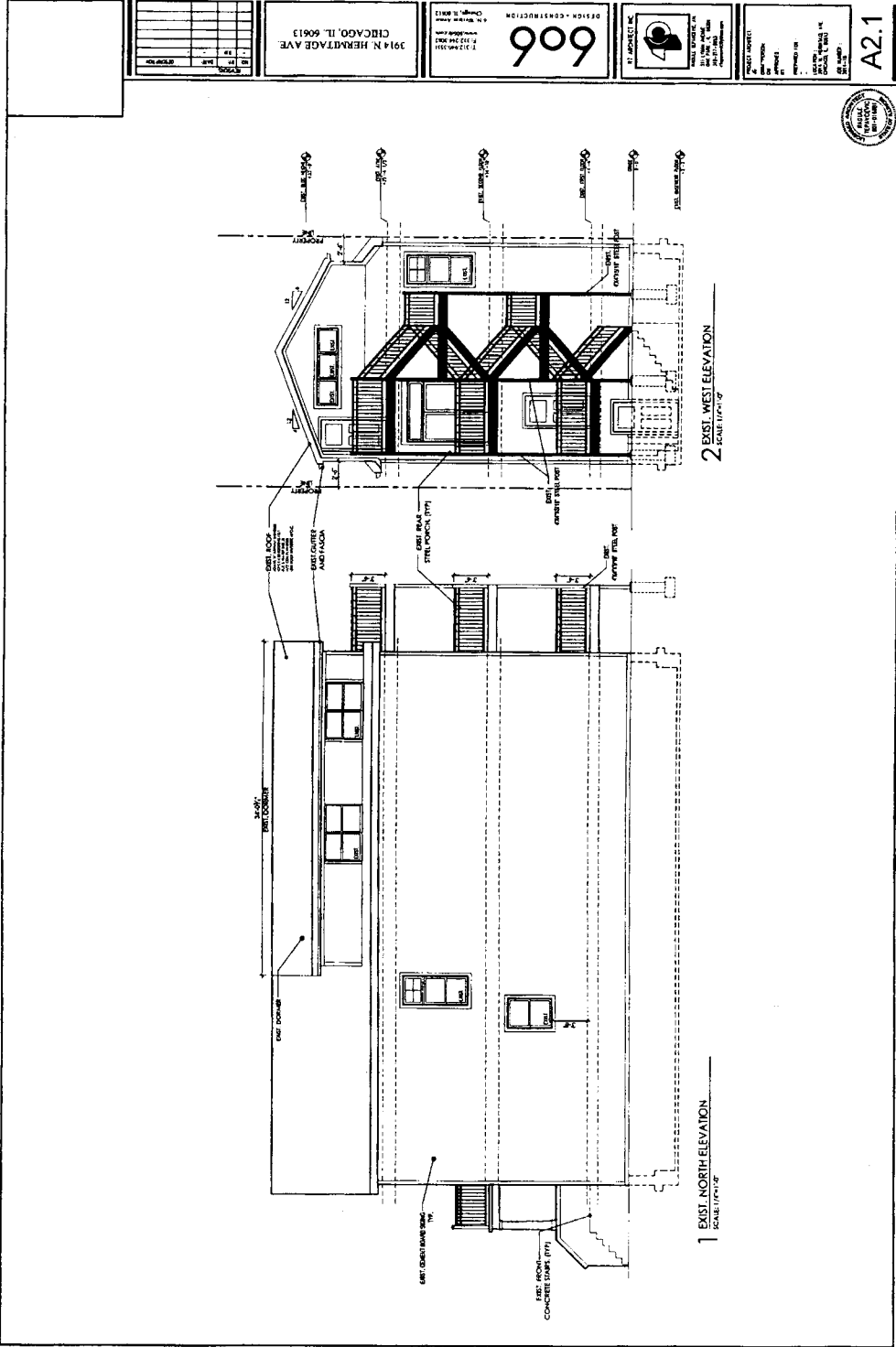


Final for Publication





Final for Publication









*Reclassification Of Area Shown On Map No. 9-J.*

(Application No. 20163)

(Common Address: 3644 W. Belmont Ave.)

[O2019-6865]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 9-J in the area bounded by:

the alley next north of and parallel to West Belmont Avenue; a line 160.61 feet next east of and parallel to North Lawndale Avenue; West Belmont Avenue; and a line 133.31 feet east of and parallel to North Lawndale Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

---

*Reclassification Of Area Shown On Map No. 9-J.*

(As Amended)

(Application No. 20157T1)

(Common Address: 3654 -- 3656 W. Belmont Ave.)

[SO2019-6868]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols as shown on Map Number 9-J in the area bounded by:

the public alley next north of and parallel to West Belmont Avenue; a line 50 feet east of and parallel to North Lawndale Avenue; West Belmont Avenue; and North Lawndale Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; First, Second, Third and Fourth Floor Plans; Roof Plan;  
Belmont Avenue and Lawndale Avenue Elevations; and  
North and East Building Elevations attached to this  
ordinance printed on pages 8099 through  
8106 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



FINAL FOR PUBLICATION

#20157 T1

**SUBSTITUTE NARRATIVE AND PLANS FOR TYPE 1 REZONING FOR  
3654-56 WEST BELMONT AVENUE, CHICAGO**

The subject property is currently improved with a commercial building. The Applicant intends to demolish the existing building and build a new 4-story mixed-use building with a commercial unit on the ground floor and 9 dwelling units on the upper floors. The Applicant needs a zoning change in order to comply with the minimum lot area and the maximum floor area requirements of the Zoning Ordinance.

Project Description:	Zoning Change from a B1-1, Neighborhood Shopping District to a B3-3, Community Shopping District
Use:	Mixed-use building with a commercial unit on the ground floor and 9 dwelling units on the upper floors
Floor Area Ratio:	2.84
Lot Area:	6,600.5 Square Feet
Building Floor Area:	18,700 Square Feet
Density:	733 Square Feet per Dwelling Unit
Off- Street parking:	Parking spaces: 9
Set Backs:	Front: 0 Feet West Side: 0 Feet / East Side: 12 Inches Rear: 12 Feet *
Building height:	47 Feet 2 Inches

\* will apply for a variation if required



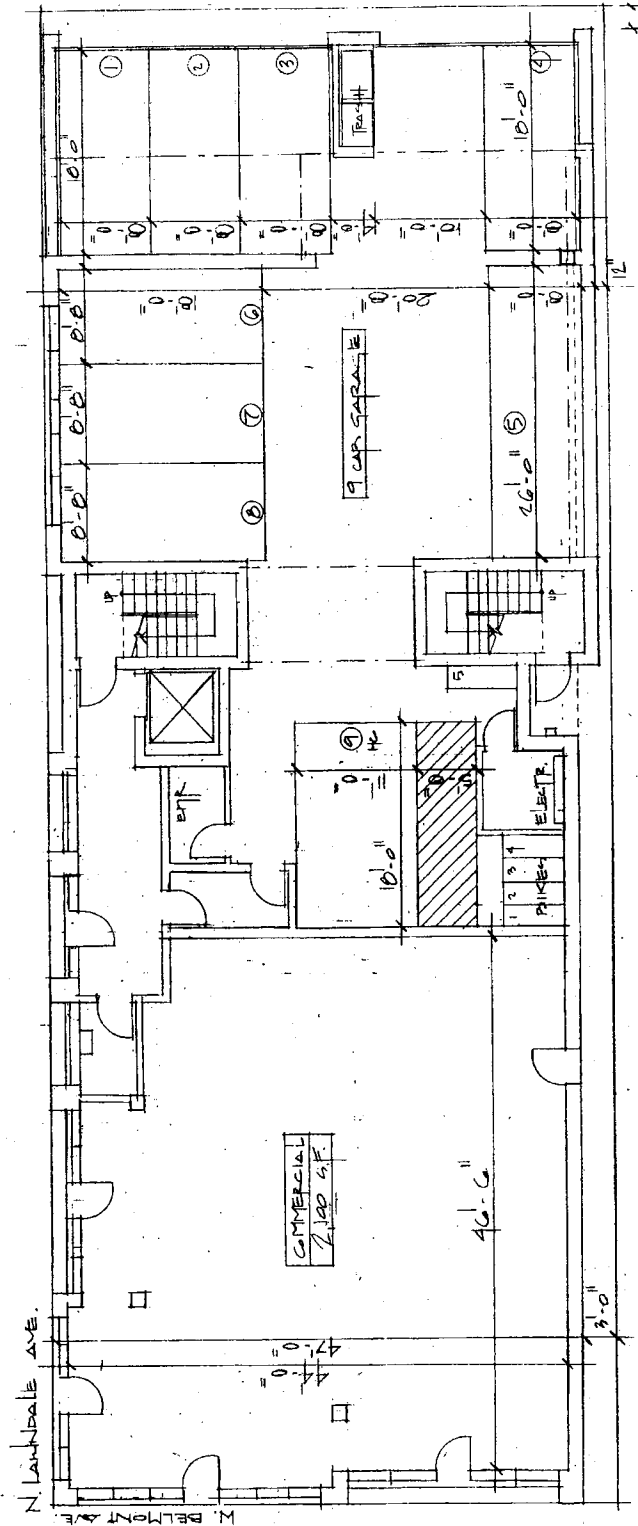




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**HANNA**  
ARCHITECTS, INC.  
PROFESSIONAL DESIGN FIRM  
ARCHITECT CORPORATION  
LICENSE NUMBER 184-001485

180 W. WASHINGTON  
CHICAGO, ILLINOIS 60602  
FAX (312) 750-1801  
e-mail: hannaarchitects@hannaarchitects.com  
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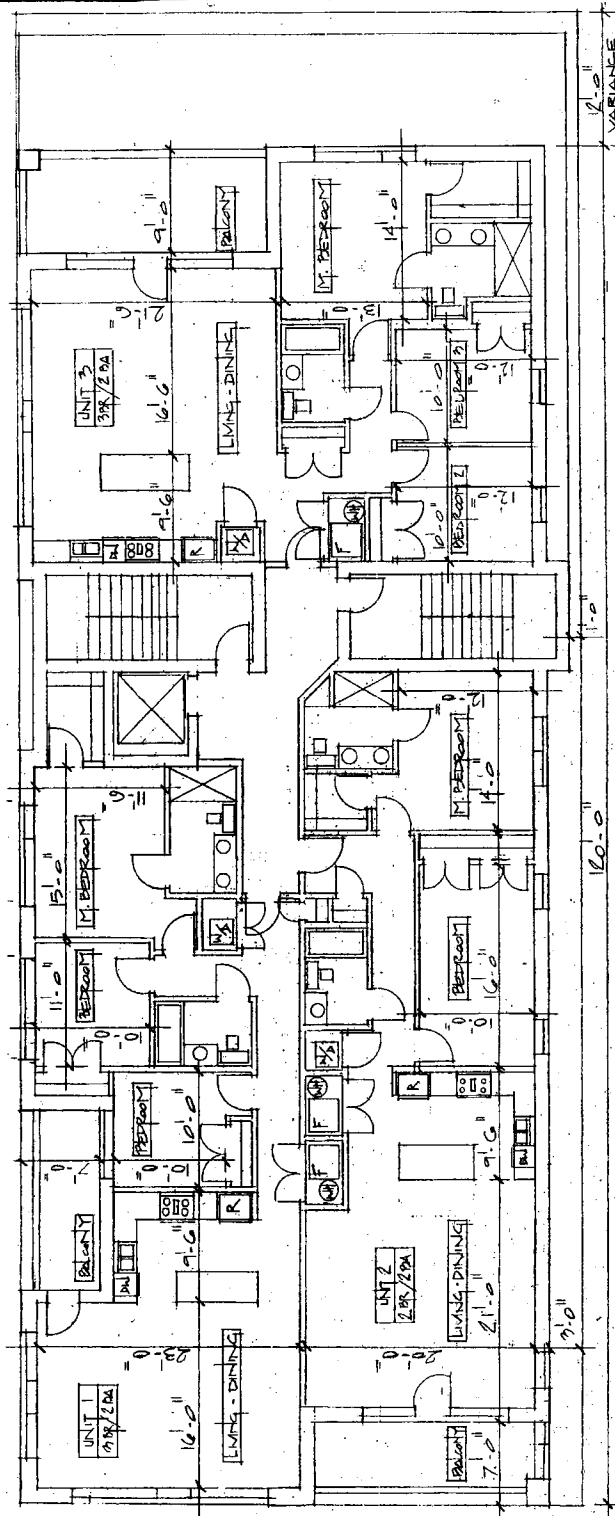
1st Floor Plan 3,100 S.F.  
1/8" = 1'-0"



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**HANNA**  
ARCHITECTS, INC.  
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ARCHITECT CORPORATION  
LICENSE NUMBER 184 - 001485

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CHICAGO, ILLINOIS 60602  
FAX (312) 750-1801  
e-mail: hannaarchitects@siglobal.net  
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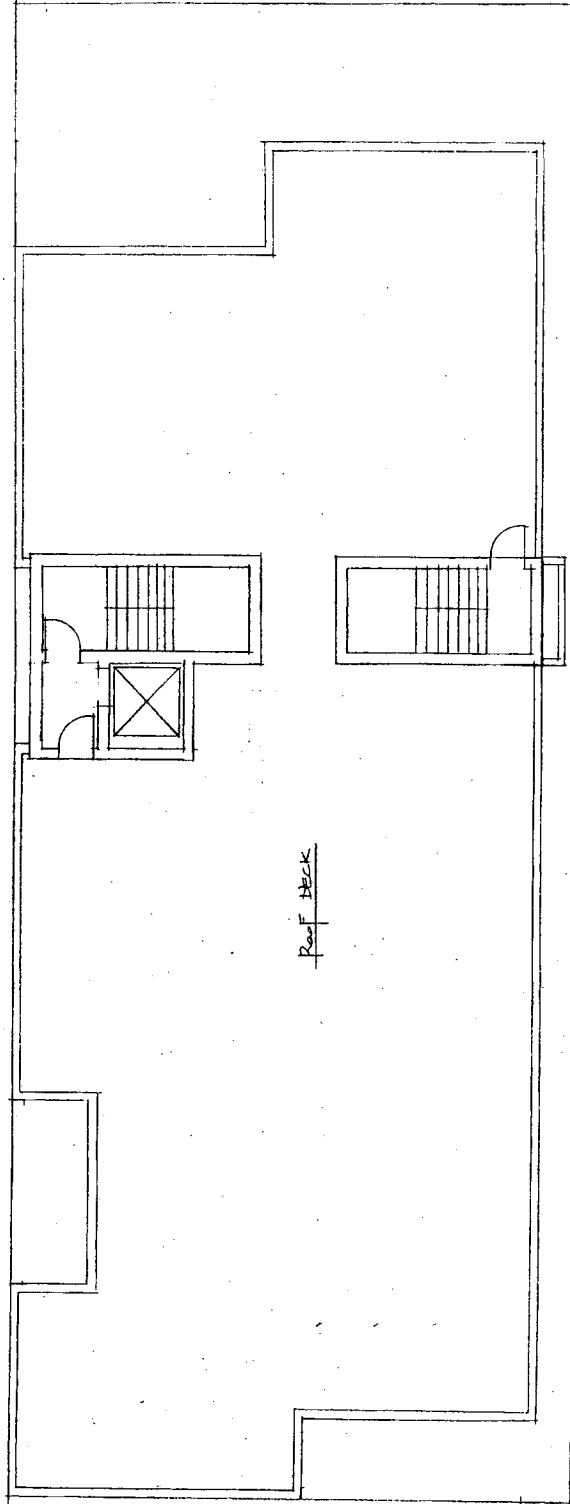
4th Floor Plan - 5,100 sq. ft.



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ARCHITECT CORPORATION  
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CHICAGO, ILLINOIS 60602  
FAX (312) 750-1801  
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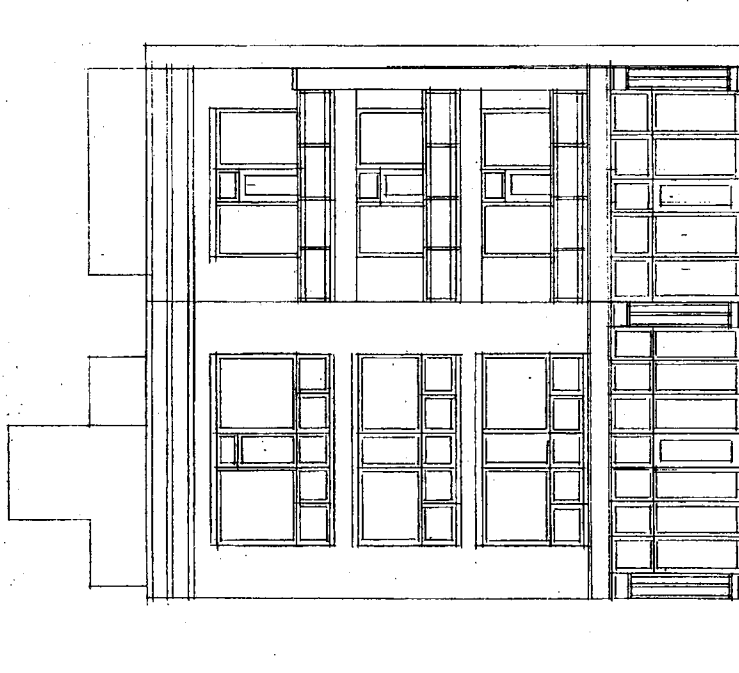
Roof Plan  
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FINAL FOR PUBLICATION

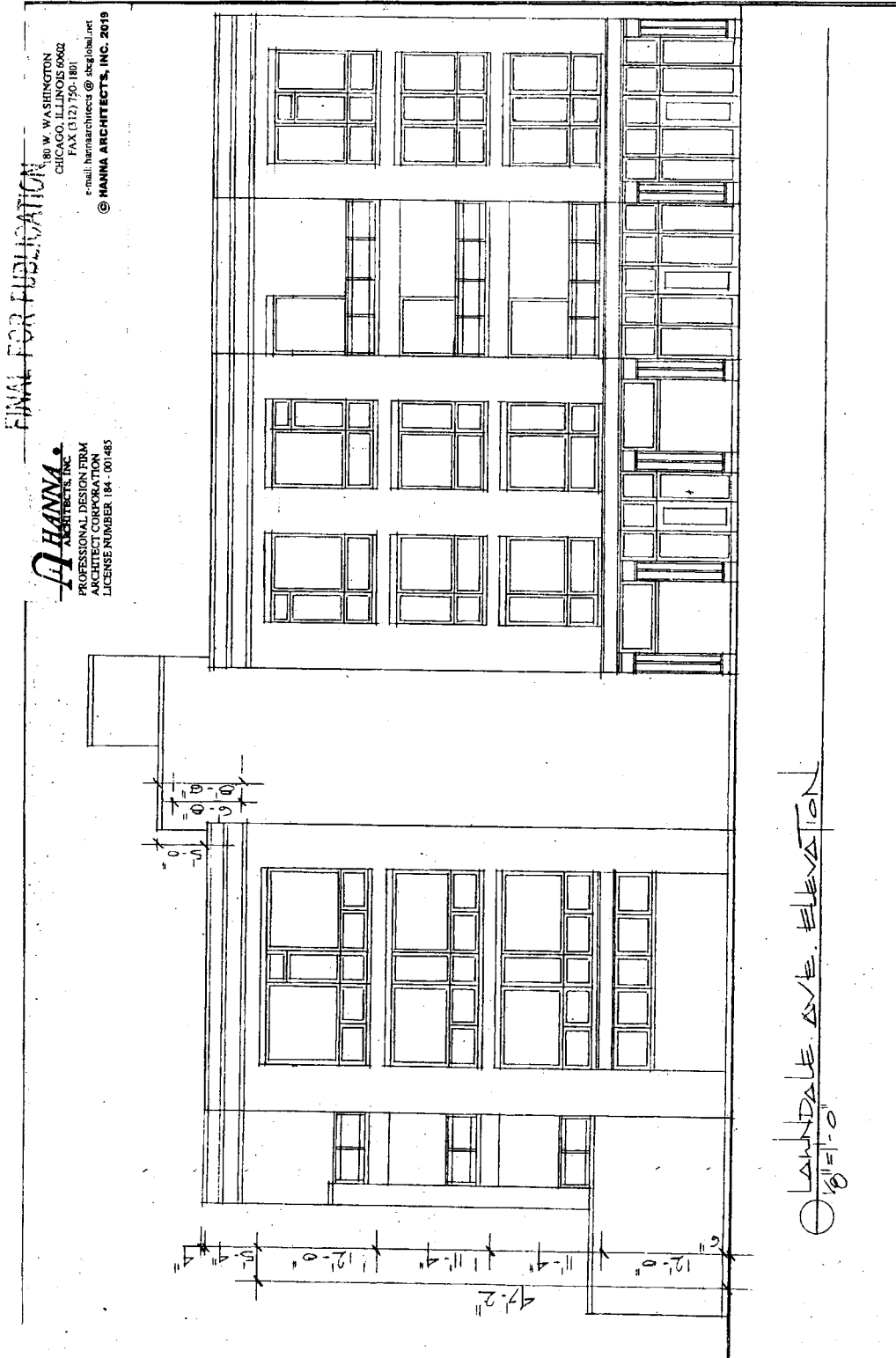
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FAX (312) 750-1801  
e-mail: hannaarchitects@sbcglobal.net  
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PELUMONT AVE. ELEVATION  
1/8" = 1'-0"



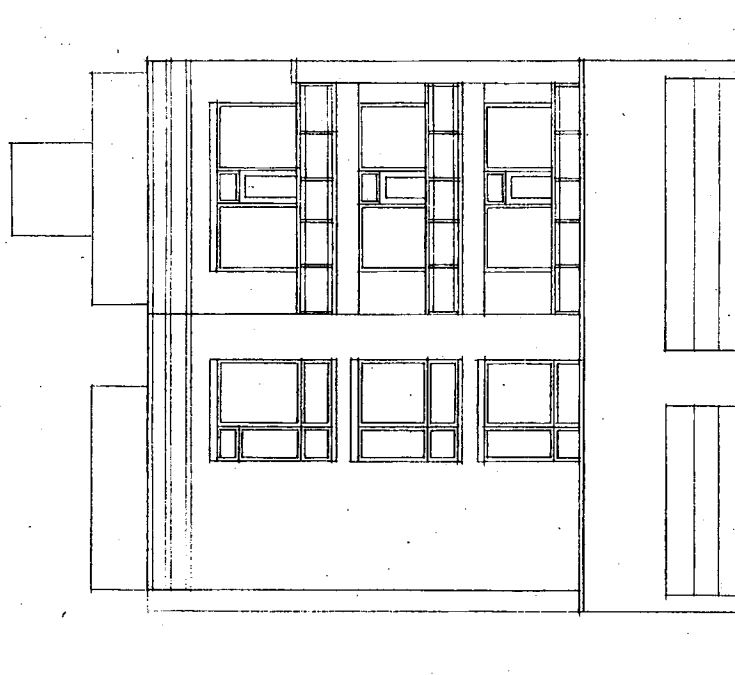




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180 W. WASHINGTON  
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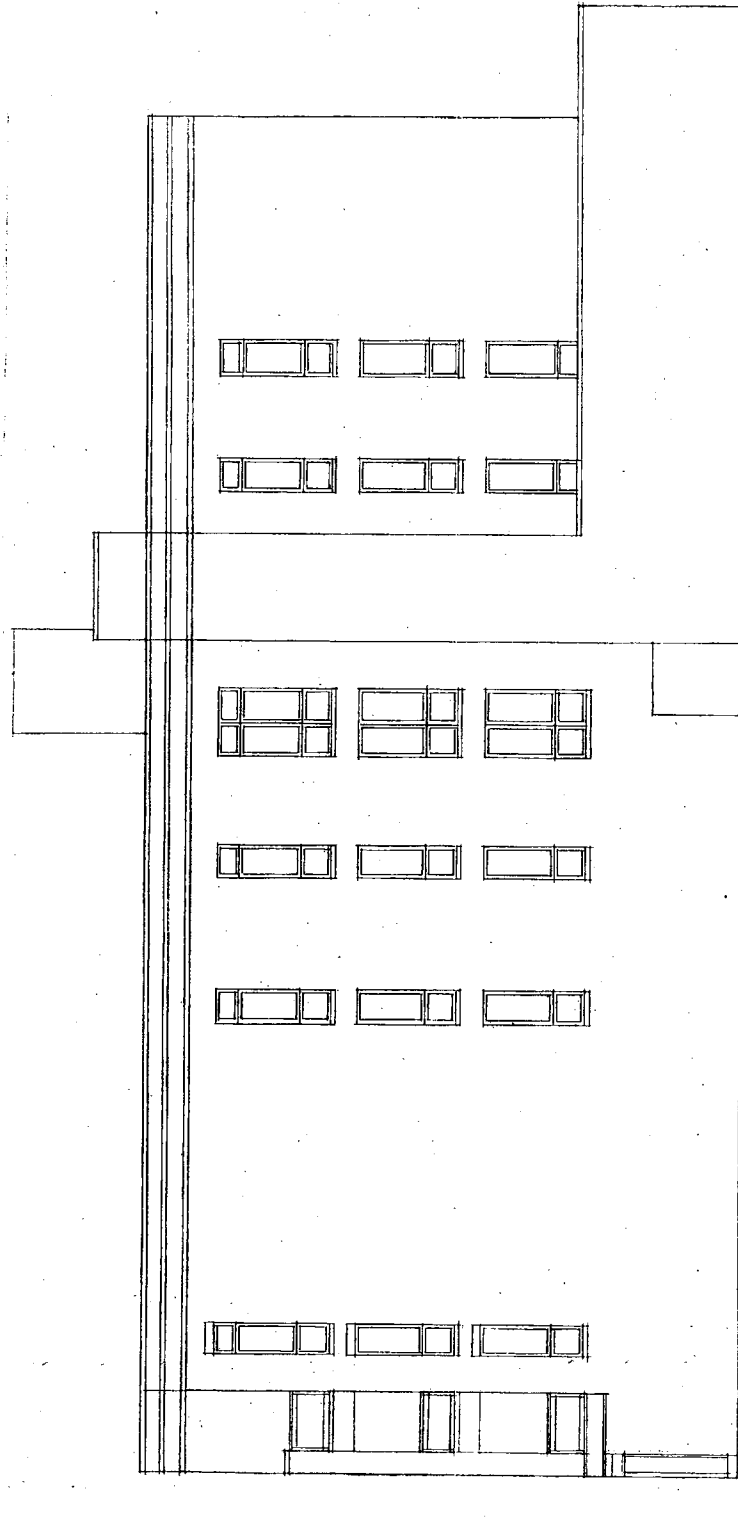
NORTH ELEVATION  
1/8" = 1'-0"



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ARCHITECT CORPORATION  
LICENSE NUMBER 184 - 001485

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CHICAGO, ILLINOIS 60602  
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East Elevation  
1/8" = 1'-0"



*Reclassification Of Area Shown On Map No. 9-K.*

(Application No. 20149)

(Common Address: 3538 N. Lowell Ave.)

[O2019-6813]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 9-K in the area bounded by:

a line 191 feet south of and parallel to West Addison Street; North Lowell Avenue; a line 241 feet south of and parallel to West Addison Street; and the public alley next west of and parallel to North Lowell Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 9-L.*

(Application No. 20172T1)

(Common Address: 3612 N. Cicero Ave.)

[O2019-6831]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols as shown on Map Number 9-L in the area bounded by:

North Cicero Avenue; a line 148.15 feet south of and parallel to West Patterson Avenue; the alley next west of and parallel to North Cicero Avenue; and a line 118.15 feet south of and parallel to West Patterson Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plat of Survey and Site Location; Site Plan; Ground, First, Second and Third Floor Plans; Building Elevation Looking South; and East Building Elevation attached to this ordinance printed on pages 8109 through 8111 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



FINAL FOR PUBLICATION

**NARRATIVE AND PLANS  
FOR THE PROPOSED ZONING AMENDMENT  
TYPE 1 APPLICATION  
AT  
3612 NORTH CICERO AVENUE**

The Application is to change zoning for 3612 North Cicero Avenue from B3-1 to B2-3 Neighborhood Mixed-Use District. The Applicant intends to construct a 4-Story building with a commercial storefront on the ground floor and three (3) residential dwelling units above. There will be a three (3) car garage at the rear of the Property. The footprint of the building shall be approximately 30 feet by 95 feet in size. The Building height shall be 55 feet high, as defined by City Code.

**LOT AREA:** 3,750 SQUARE FEET

**FLOOR AREA RATIO:** 2.35

**BUILDING AREA:** 8,810.10 SQUARE FEET

**DENSITY, per DWELLING UNIT:** 1,250 SQUARE FEET PER DWELLING UNIT

**OFF-STREET PARKING:** THERE WILL BE THREE OFF-STREET PARKING SPACES PROVIDED.

**FRONT SETBACK:** ZERO

**REAR SETBACK:** 30 FEET

**SIDE SETBACKS:** ZERO

**BUILDING HEIGHT:** 55 FEET

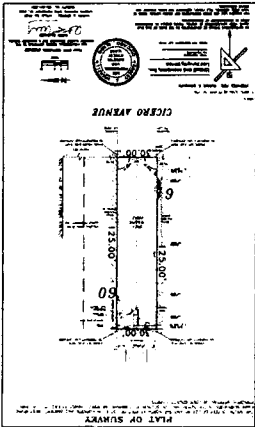


FINAL FOR PUBLICATION

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STUDIO SYM DESIGN  
ARCHITECTURE + INTERIOR DESIGN  
SEPTEMBER 5, 2019



SITE LOCATION



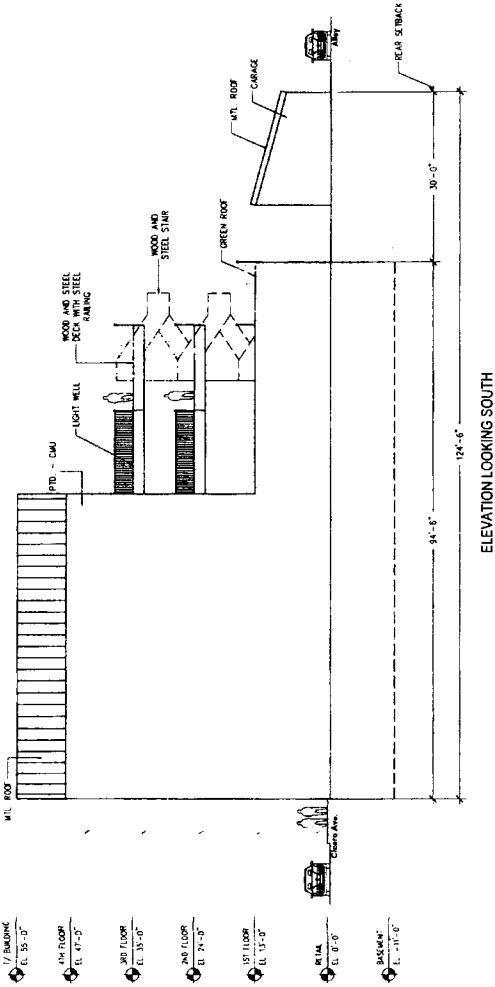
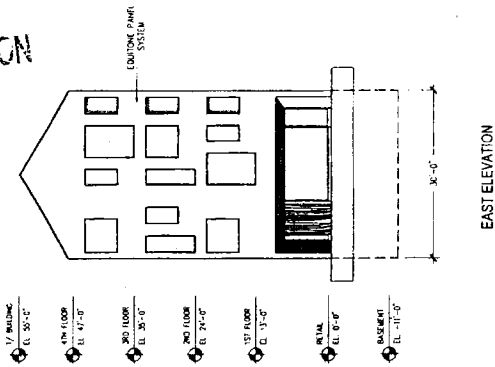
3612 Cicero Ave.







FINAL FOR PUBLICATION



3612 Cicero Ave.  
SCALE: 1/16" = 1'

STUDIO SPIN DESIGN  
1000 N. LAKE ST. SUITE 200  
CHICAGO, IL 60610  
SEPTEMBER 5, 2019



*Reclassification Of Area Shown On Map No. 9-L.*

(Application No. 20138)

(Common Address: 5259 W. Roscoe St.)

[O2019-6819]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-L in the area bounded by:

West Roscoe Street; a line 30 feet east of and parallel to North Lockwood Avenue; the public alley next south of and parallel to West Roscoe Street; and North Lockwood Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 9-N.*

(Application No. 20161)

(Common Address: 3413 -- 3415 N. Harlem Ave.)

[O2019-6870]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols as shown on Map Number 9-N in the area bounded by:

a line 160.72 feet north of and parallel to West Roscoe Street; the public alley next east of and parallel to North Harlem Avenue; a line 110.72 feet north of and parallel to West Roscoe Street; and North Harlem Avenue,



to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 11-G.*

(As Amended)

(Application No. 20183T1)

(Common Address: 4502 -- 4504 N. Beacon St.)

[SO2019-6863]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-G in the area bounded by:

beginning at a point 55 feet north of West Sunnyside Avenue and the west right-of-way of North Beacon Street; North Beacon Street; West Sunnyside Avenue; the alley next west of North Beacon Street; and a line from a point 52.83 feet north of West Sunnyside Avenue and the east right-of-way of the alley next west of North Beacon Street, running east to the point of beginning,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Basement, First, Second, Third and Fourth Floor Plans; Roof Plan;  
and North, South, East and West Building Elevations attached  
to this ordinance printed on pages 8115 through  
8123 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

### 17-13-0303-C (1) Narrative Zoning Analysis

4502-04 North Beacon Street, Chicago, IL

Proposed Zoning: B2-3 Neighborhood Mixed-Use District

Lot Area: 8,110.703 square feet

Proposed Land Use: The Applicant is seeking to permit the construction of a new four-story, nine (9) unit residential building, with attached ten (10) car garage. The building will measure 46 feet-2 inches in height.

(A) The Project's Floor Area Ratio: 15,162.6 square feet (1.869 FAR)

(B) The Project's Density (Lot Area Per Dwelling Unit):  
9 dwelling units (901.189 square feet of lot area per dwelling unit)

(C) The amount of off-street parking: 10 parking spaces

(D) Setbacks:

- a. Front Setback: 30 feet-4 inches
- b. Rear Setback: 10 feet-0 inches\*
- c. Side Setbacks:
  - North: 0 feet-2 inches\*\*
  - South: 0 feet-0 inches

(E) Building Height:  
46 feet-2 inch

\*The Applicant will seek a Variation for rear setback relief.

\*\*The Applicant will seek a Variation for side setback relief.



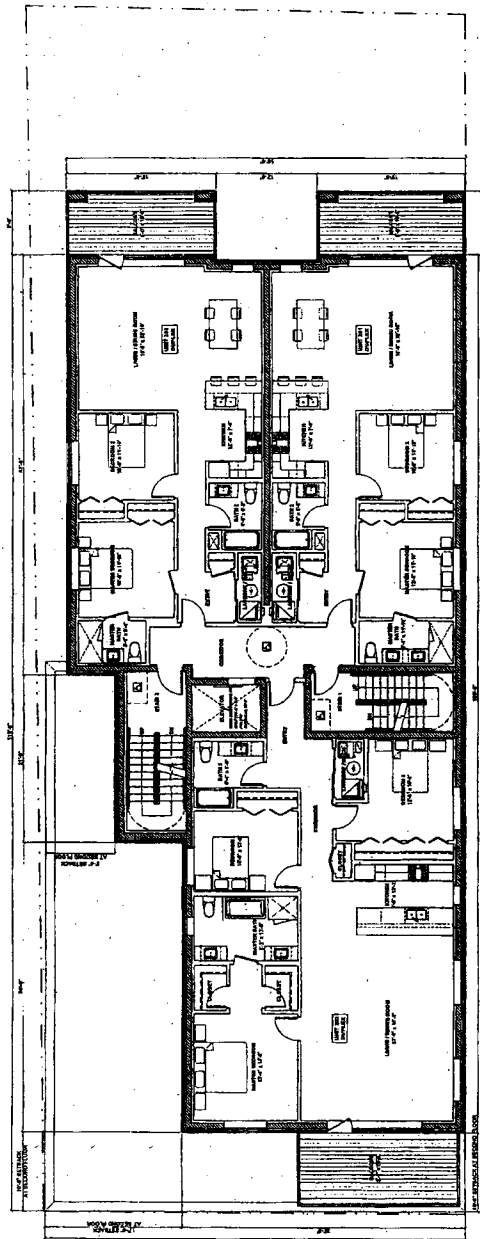








Final for Publication

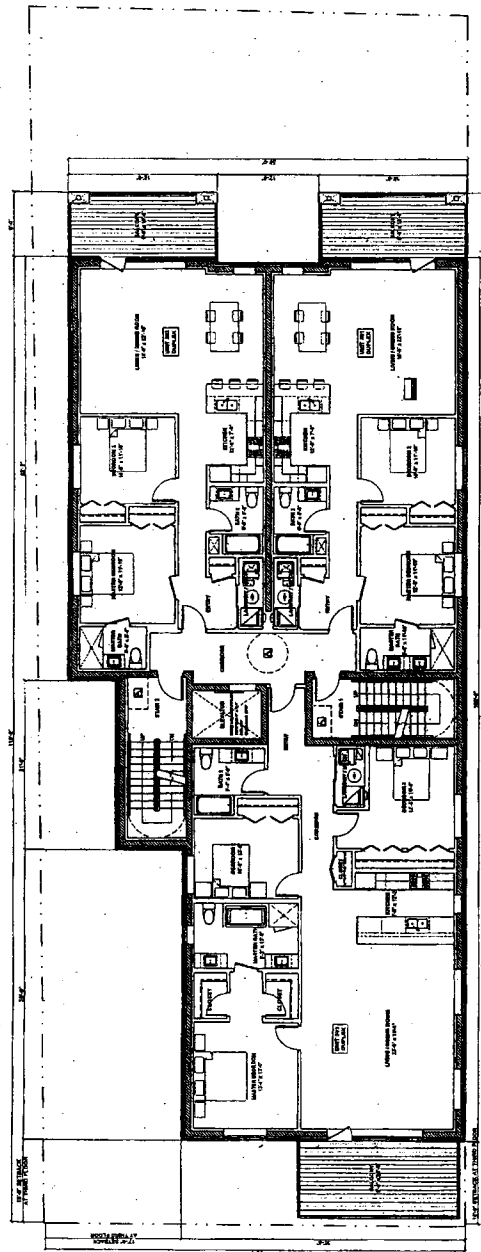


1 SECOND FLOOR PLAN  
A1.2

<p>PROJECT NO. 4502-04 N. Beacon Street</p> <p>DATE 10/16/2019</p> <p>SCALE 1/8" = 1'-0"</p>		<p>NO. 10 S</p> <p>ARCHITECT, ENGINEER, AND PLANNERS</p>		<p>SECOND FLOOR PLAN</p> <p>A1.2</p>							
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/16/2019</td> <td>ISSUED FOR PERMIT</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	10/16/2019	ISSUED FOR PERMIT	<p>4502-04 N. Beacon Street</p> <p>Change</p>			
NO.	DATE	DESCRIPTION									
1	10/16/2019	ISSUED FOR PERMIT									



Final for Publication

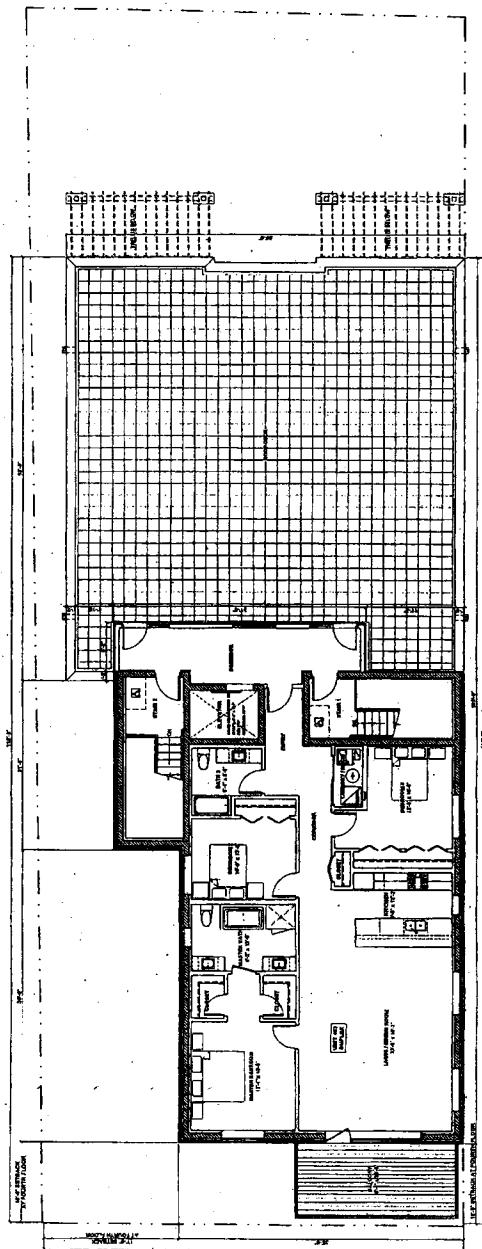


THIRD FLOOR PLAN  
1" = 10'-0"

<p>4502-04 N. Beacon Street</p>		<p>X I O S ARCHITECTS AND ENGINEERS</p>		<p>THIRD FLOOR PLAN</p>		<p>A1.3</p>	
<p>DATE: 10/16/2019</p>		<p>DATE: 10/16/2019</p>		<p>DATE: 10/16/2019</p>		<p>DATE: 10/16/2019</p>	
<p>BY: [Signature]</p>		<p>BY: [Signature]</p>		<p>BY: [Signature]</p>		<p>BY: [Signature]</p>	
<p>FOR: [Signature]</p>		<p>FOR: [Signature]</p>		<p>FOR: [Signature]</p>		<p>FOR: [Signature]</p>	



Final for Publication



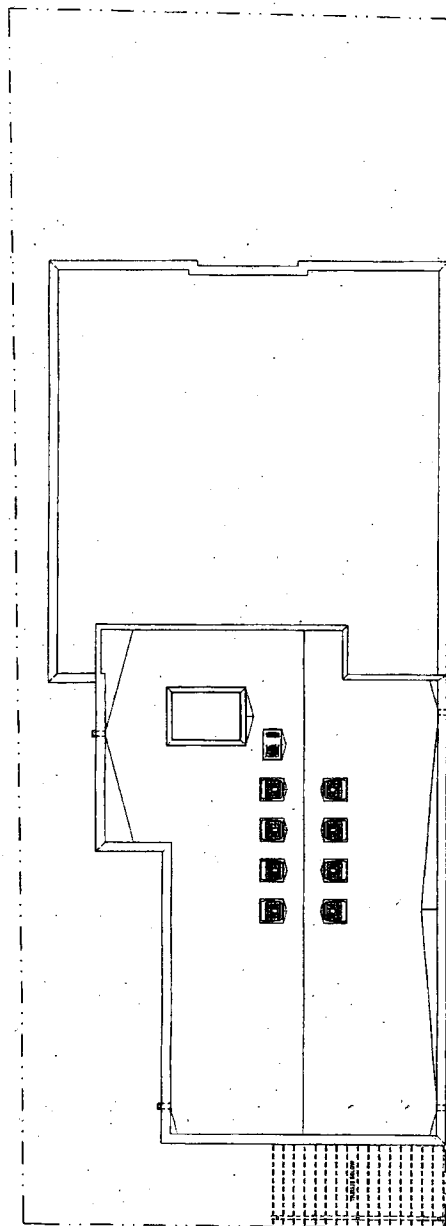
FOURTH FLOOR PLAN  
1/11/19

<p>PROJECT: 4502-04 N. Beacon Street</p> <p>Client: [Blank]</p> <p>Design: [Blank]</p>		<p>DATE: [Blank]</p> <p>DESCRIPTION: [Blank]</p>		<p>DATE: [Blank]</p> <p>DESCRIPTION: [Blank]</p>	
<p>ARCHITECT: X.T.O.S. ARCHITECTS AND CONSULTANT</p> <p>1000 N. Beacon Street, Suite 100, San Francisco, CA 94109</p> <p>Phone: (415) 774-1000</p> <p>Fax: (415) 774-1001</p> <p>Email: info@xtos.com</p>		<p>ARCHITECT: [Blank]</p> <p>DATE: [Blank]</p> <p>DESCRIPTION: [Blank]</p>		<p>ARCHITECT: [Blank]</p> <p>DATE: [Blank]</p> <p>DESCRIPTION: [Blank]</p>	
<p>FOURTH FLOOR PLAN</p> <p>1/11/19</p>		<p>FOURTH FLOOR PLAN</p> <p>1/11/19</p>		<p>FOURTH FLOOR PLAN</p> <p>1/11/19</p>	
<p>Scale: 1/8" = 1'-0"</p>		<p>Scale: 1/8" = 1'-0"</p>		<p>Scale: 1/8" = 1'-0"</p>	

A1.4



**Final for Publication**



1 ROOF PLAN

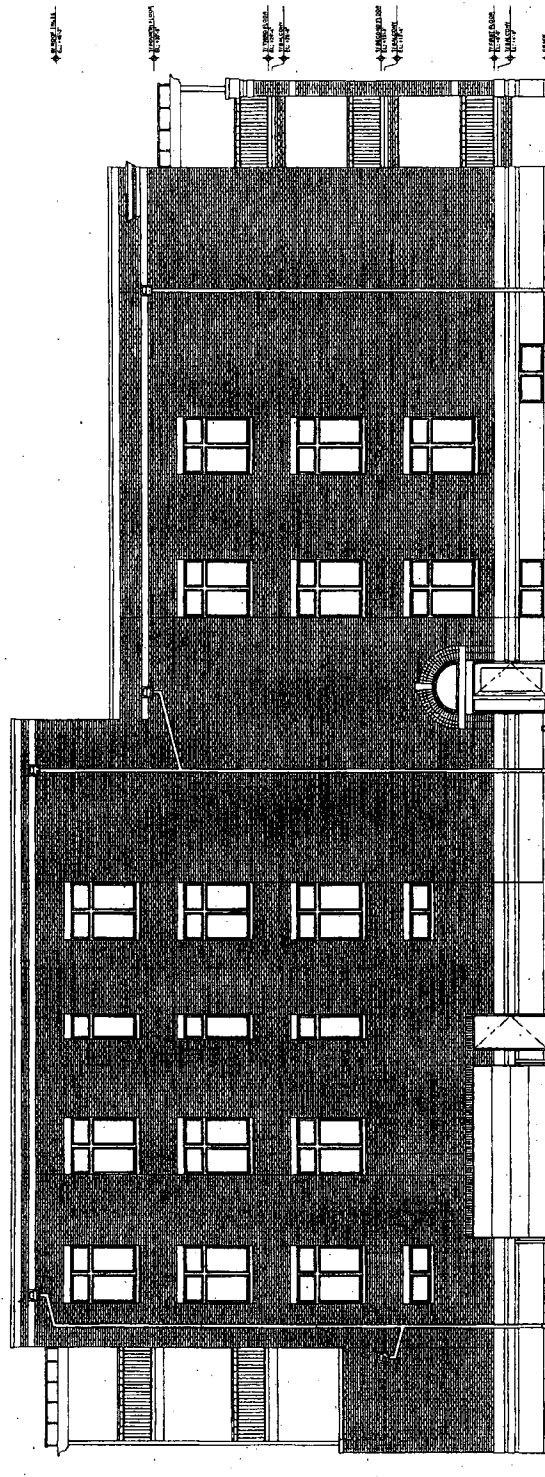
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Final for Publication

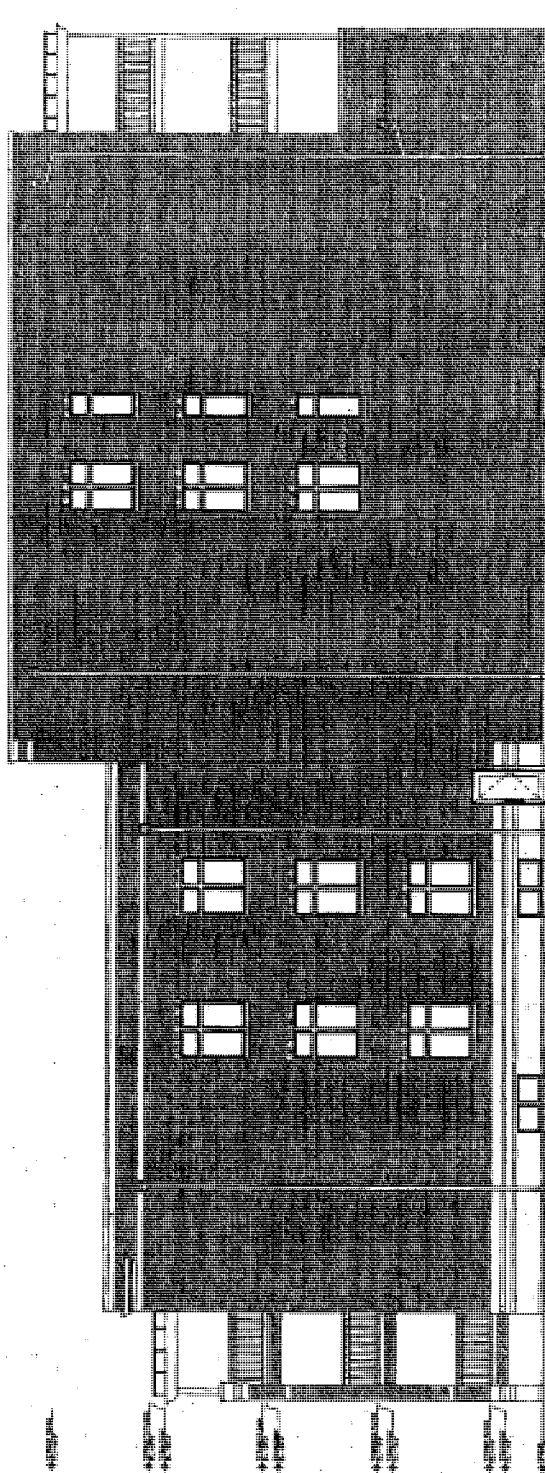


SOUTH ELEVATION  
4502-04 N. BEACON STREET

<p>PROJECT: 4502-04 N. BEACON STREET</p> <p>DATE: 10/16/2019</p> <p>SCALE: 1/8" = 1'-0"</p>		<p>ARCHITECT: X I O S</p> <p>ARCHITECTS AND ASSOCIATES, P.C.</p>		<p>PROJECT: 4502-04 N. BEACON STREET</p> <p>DATE: 10/16/2019</p> <p>SCALE: 1/8" = 1'-0"</p>	
<p>PROJECT: 4502-04 N. BEACON STREET</p> <p>DATE: 10/16/2019</p> <p>SCALE: 1/8" = 1'-0"</p>		<p>ARCHITECT: X I O S</p> <p>ARCHITECTS AND ASSOCIATES, P.C.</p>		<p>PROJECT: 4502-04 N. BEACON STREET</p> <p>DATE: 10/16/2019</p> <p>SCALE: 1/8" = 1'-0"</p>	
<p>PROJECT: 4502-04 N. BEACON STREET</p> <p>DATE: 10/16/2019</p> <p>SCALE: 1/8" = 1'-0"</p>		<p>ARCHITECT: X I O S</p> <p>ARCHITECTS AND ASSOCIATES, P.C.</p>		<p>PROJECT: 4502-04 N. BEACON STREET</p> <p>DATE: 10/16/2019</p> <p>SCALE: 1/8" = 1'-0"</p>	



Final for Publication



1 NORTH ELEVATION  
A2.2

<p>PROJECT: 4502-04 N. Beacon Street</p> <p>DATE: 10/16/2019</p> <p>SCALE: 1/8" = 1'-0"</p>		<p>ARCHITECT: [Logo]</p> <p>DATE: 10/16/2019</p>	<p>PROJECT: 4502-04 N. Beacon Street</p> <p>DATE: 10/16/2019</p>	<p>ARCHITECT: [Logo]</p> <p>DATE: 10/16/2019</p>	<p>PROJECT: 4502-04 N. Beacon Street</p> <p>DATE: 10/16/2019</p>
<p>PROJECT: 4502-04 N. Beacon Street</p> <p>DATE: 10/16/2019</p> <p>SCALE: 1/8" = 1'-0"</p>		<p>ARCHITECT: [Logo]</p> <p>DATE: 10/16/2019</p>	<p>PROJECT: 4502-04 N. Beacon Street</p> <p>DATE: 10/16/2019</p>	<p>ARCHITECT: [Logo]</p> <p>DATE: 10/16/2019</p>	<p>PROJECT: 4502-04 N. Beacon Street</p> <p>DATE: 10/16/2019</p>



*Reclassification Of Area Shown On Map No. 11-G.*

(Application No. 20188)

(Common Address: 4635 -- 4641 N. Broadway)

[O2019-6852]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B2-3 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 11-G in the area bounded by:

a line 220.16 feet south of the intersection of West Leland Avenue and North Broadway, as measured at the easterly right-of-way line of North Broadway and perpendicular thereto; a line 88 feet northeast of and parallel to North Broadway; a line 295.16 feet south of the intersection of West Leland Avenue and North Broadway, as measured at the easterly right-of-way line of North Broadway and perpendicular thereto; and North Broadway,

to those of a B3-3 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 11-G.*

(Application No. 20192T1)

(Common Address: 1039 -- 1045 W. Lawrence Ave.)

[O2019-6829]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance,



be amended by changing all the B3-3 Community Shopping District symbols and indications as shown on Map Number 11-G in the area bounded by:

West Lawrence Avenue; North Kenmore Avenue; a line 100.1 feet south of and parallel to West Lawrence Avenue; and the alley next west of and parallel to North Kenmore Avenue,

to those of a B3-5 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing Site Plan; Sites of Building; Site Plan; Existing One- and Eight-Story Buildings; Floor Plan; Proposed First, Second, Third and Fourth Floor Plans (Floors Five through 8 Similar); Proposed Roof Plan; Existing North and East Building Elevations; Partial Existing West Elevations; Image of Original Facade; and Proposed New Elevation Enhancements attached to this ordinance printed on pages 8127 through 8139 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

### 17-13-0303-C (1) Narrative Zoning Analysis

1039 West Lawrence Avenue, Chicago, Illinois

Proposed Zoning: B3-5 Community Shopping District

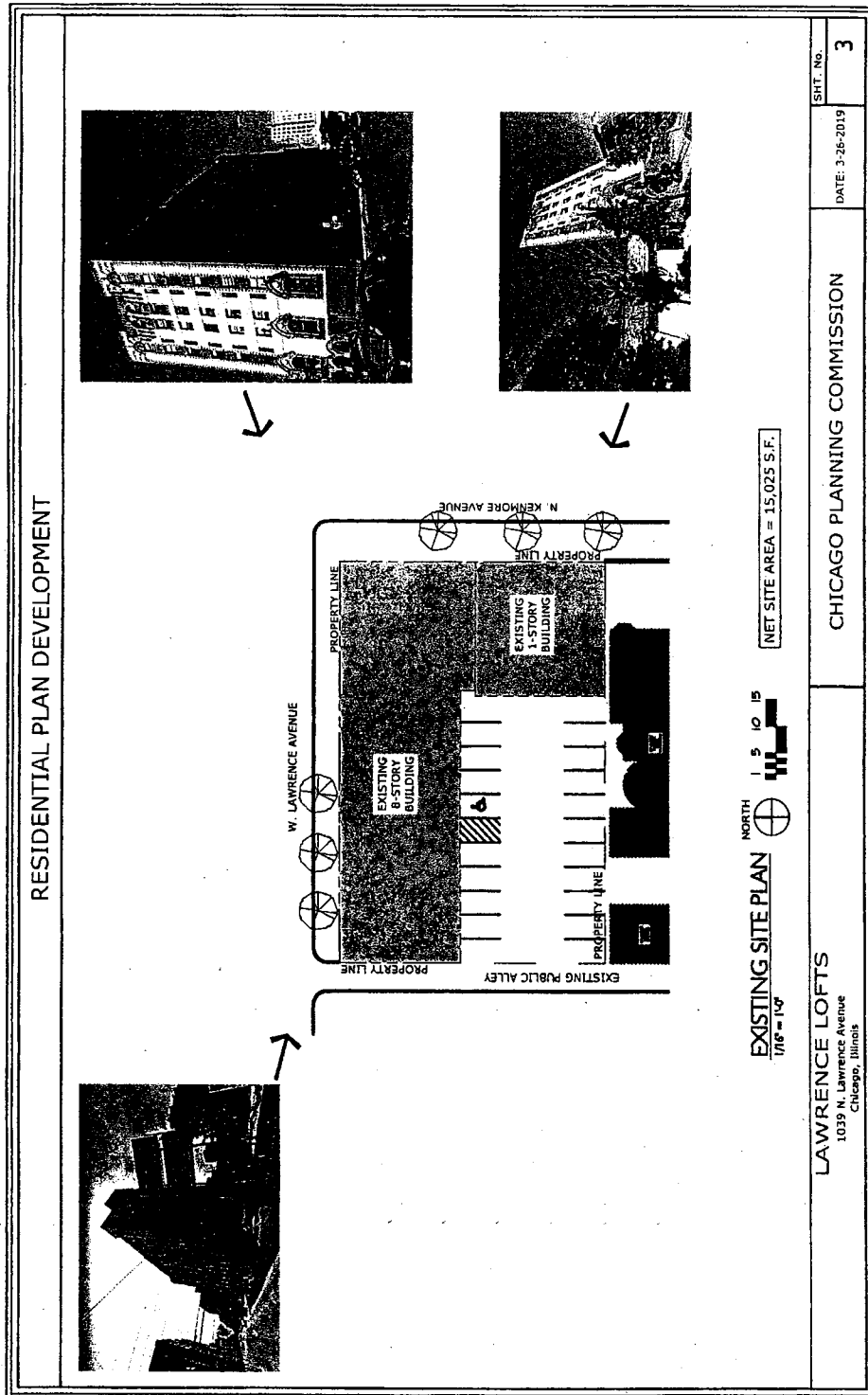
Lot Area: 15,021 square feet

Proposed Land Use: The Applicant is seeking to convert the existing eight-story, one hundred and sixty-one (161) SRO unit building to a mixed-use building with retail space at grade and seventy-two (72) efficiency units and eight (8) dwelling units above. The FAR, height, and footprint of the existing building will remain without change. Onsite surface parking for seven (7) vehicles will be provided at the rear of the subject site. The subject property is located within 1,320 linear feet of the entrance to the Lawrence Red Line (CTA) Station. The Applicant is seeking a parking reduction, pursuant to the Transit-Oriented Development (TOD) Ordinance.

- (A) The Project's Floor Area Ratio: 52,751 square feet (3.512 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 141.9 square feet/unit  
(Blended MLA: Efficiency Unit (90%) + Dwelling Unit (10%) → 121.9 sf + 20 sf)
- (C) The amount of off-street parking: 7 vehicular parking spaces
- (D) Setbacks (with West Lawrence Avenue as the front of the property):
  - a. Front Setback: 0 feet-0 inches
  - b. Rear Setback: 0 feet-0 inches
  - c. Side Setbacks:
    - West: 0 feet-0 inches
    - East: 0 feet-0 inches
- (E) Building Height:
  - 89 feet-10 inch

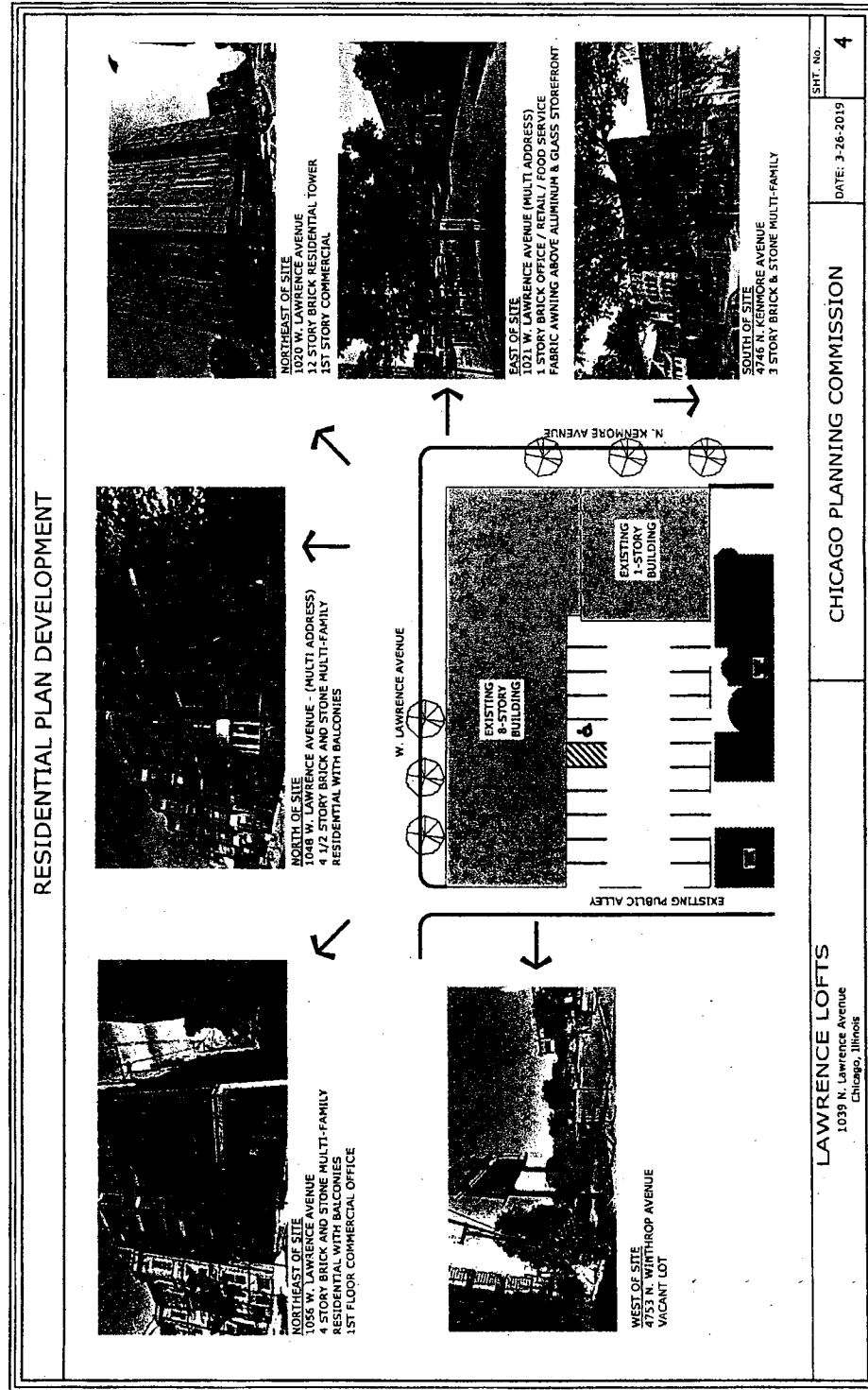


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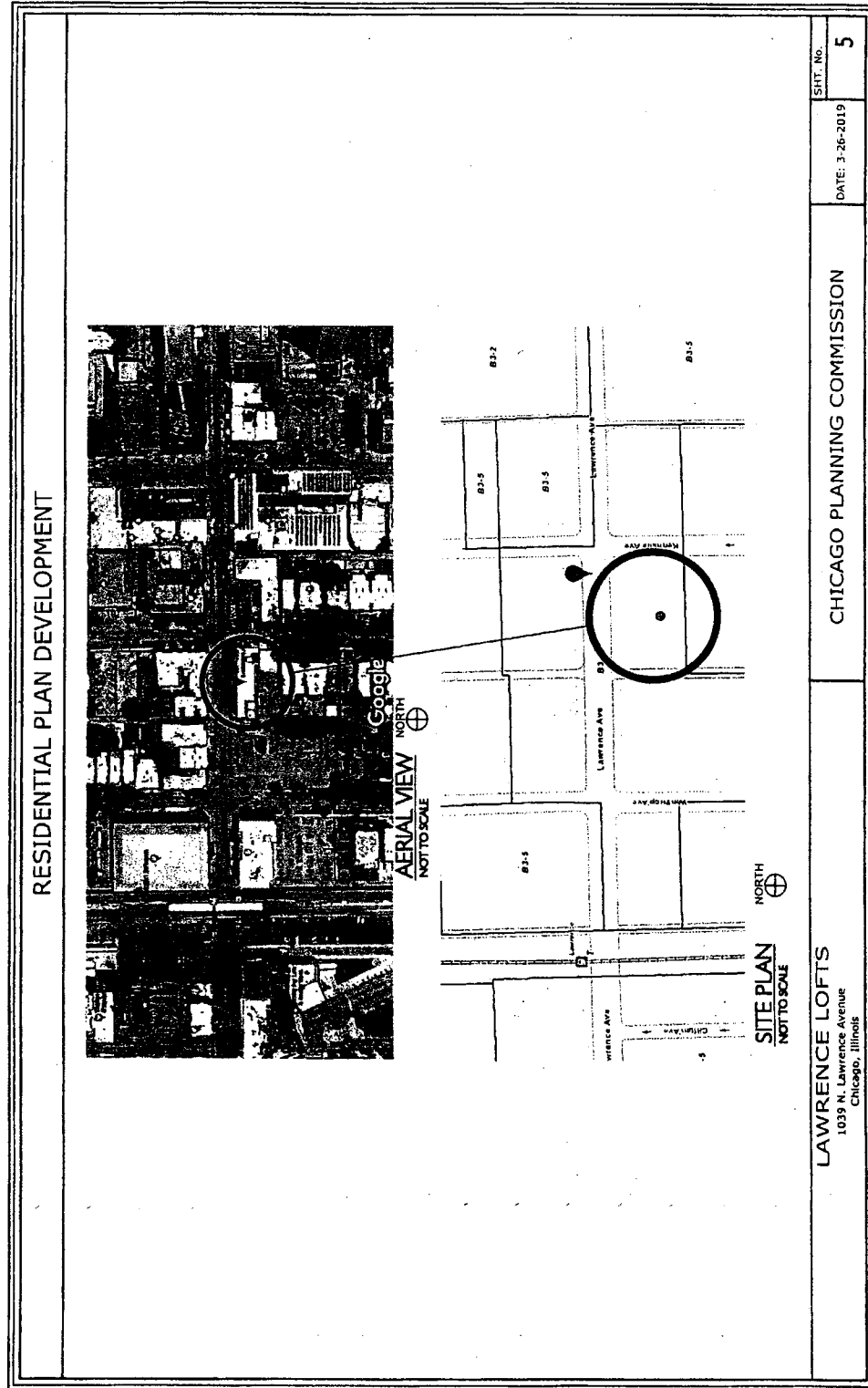


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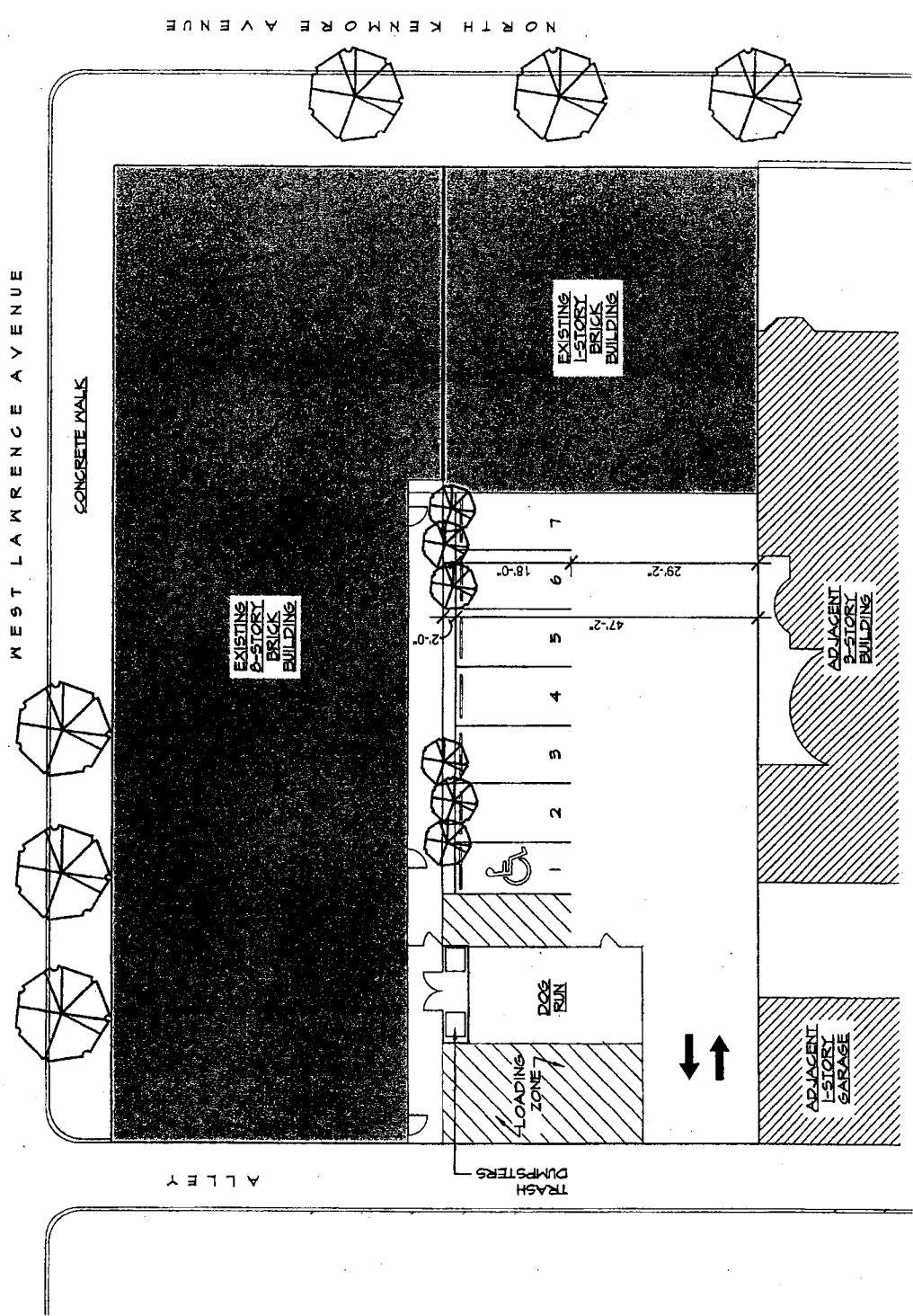


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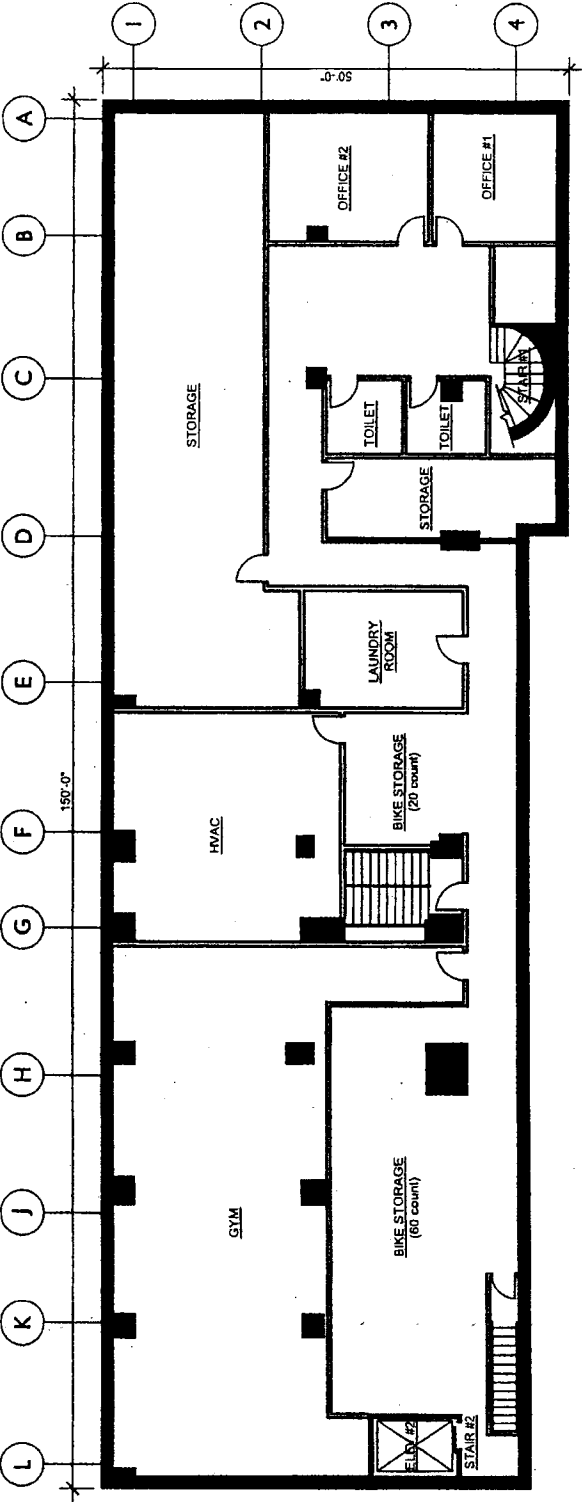


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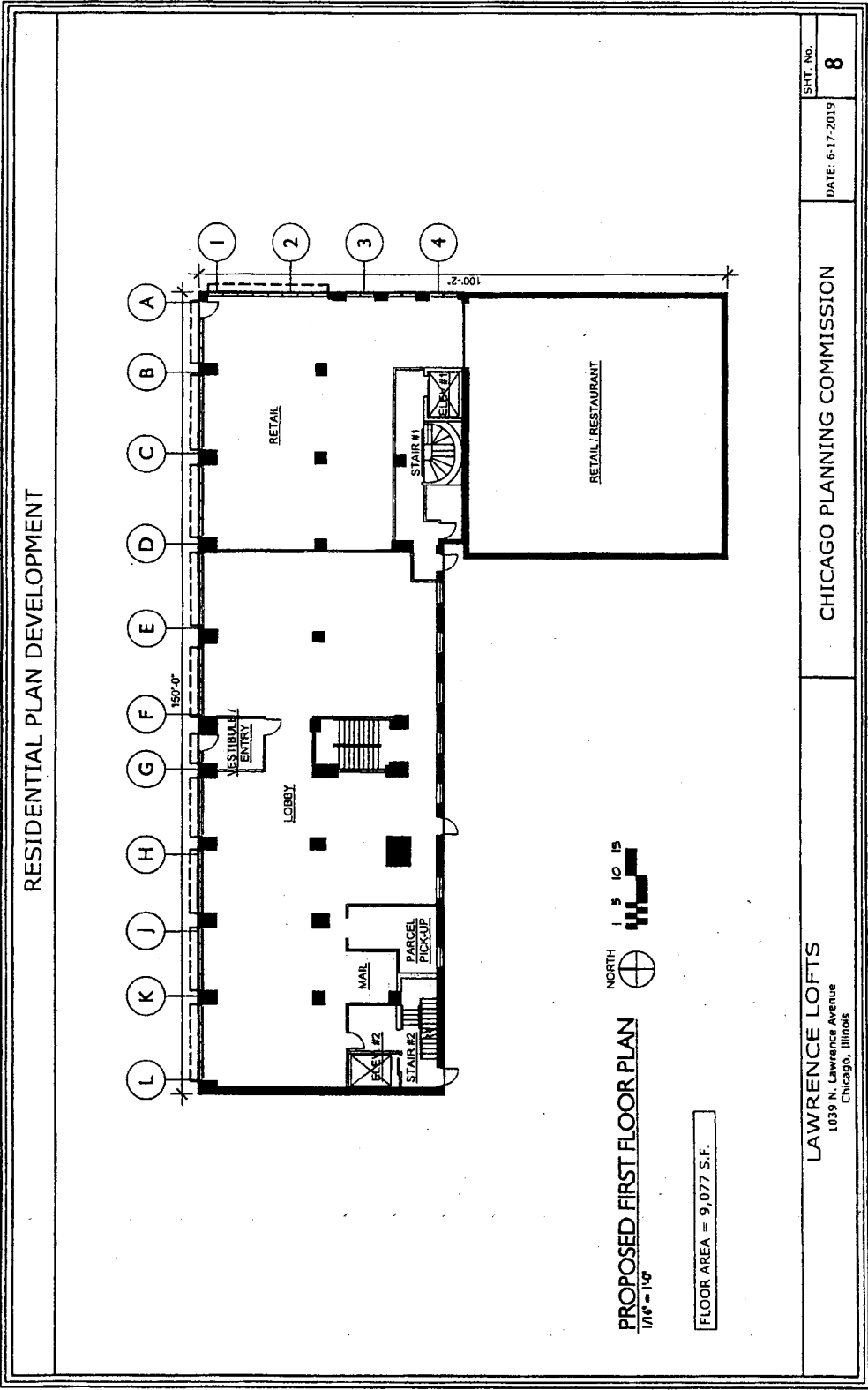


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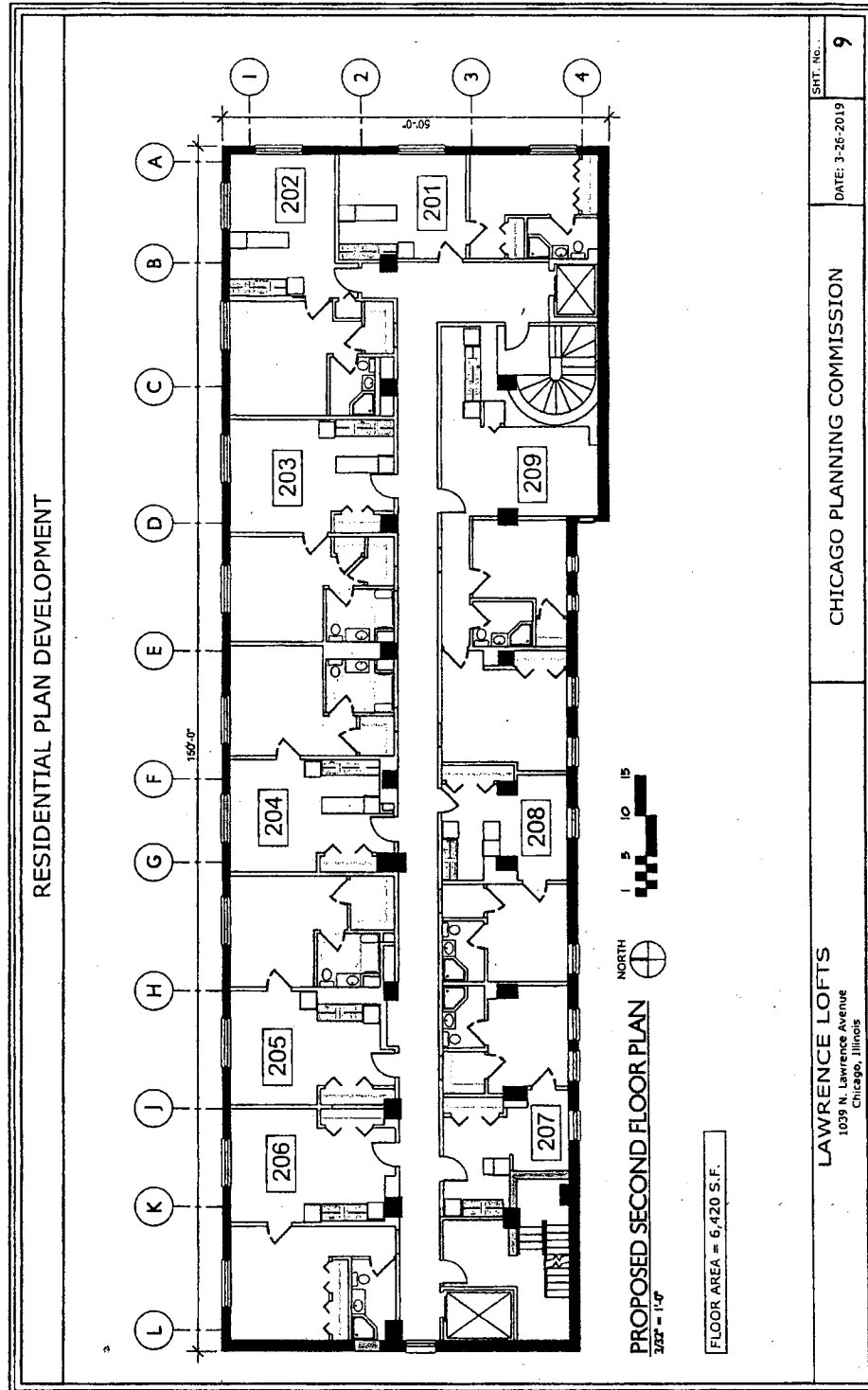


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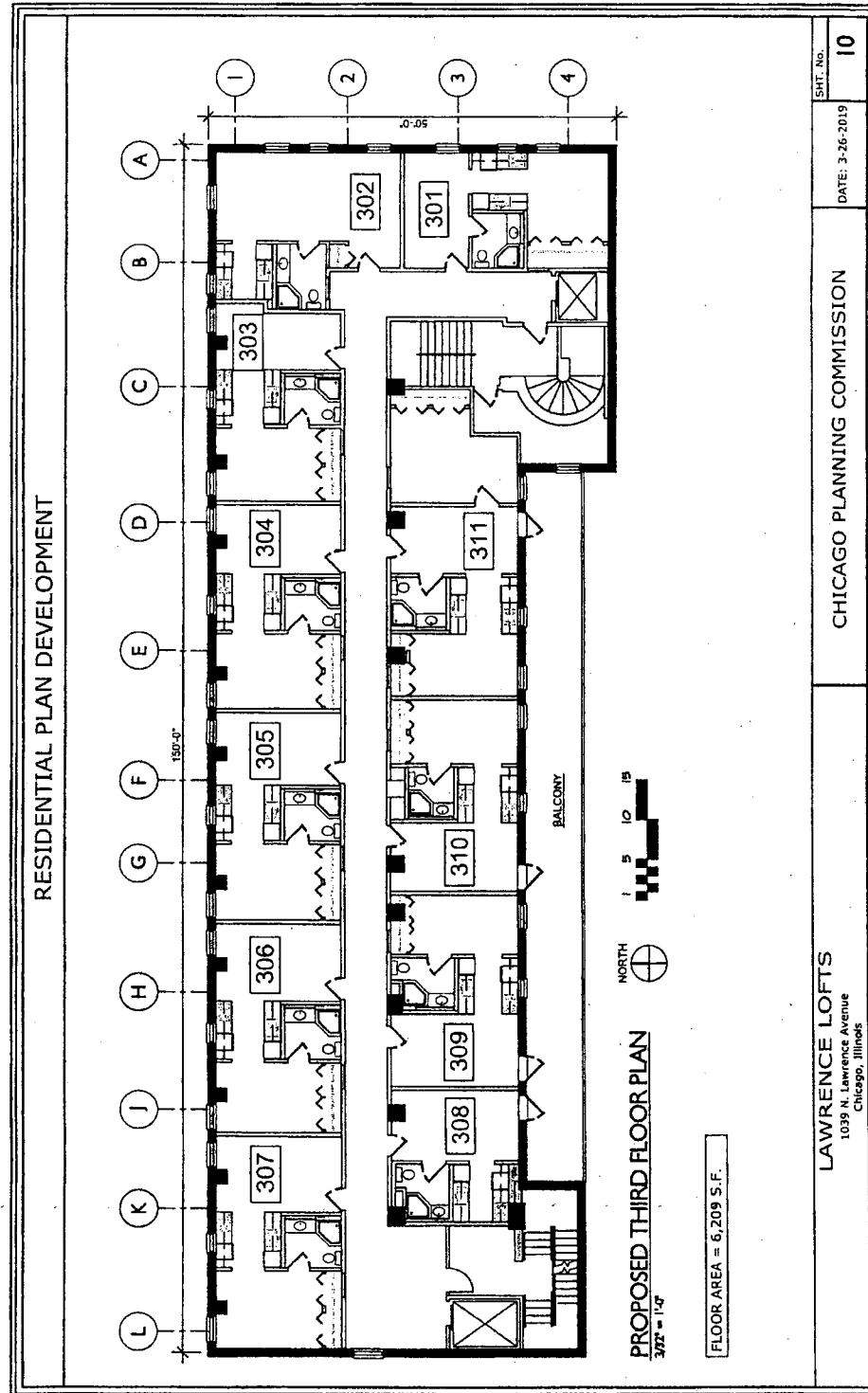


Final for Publication



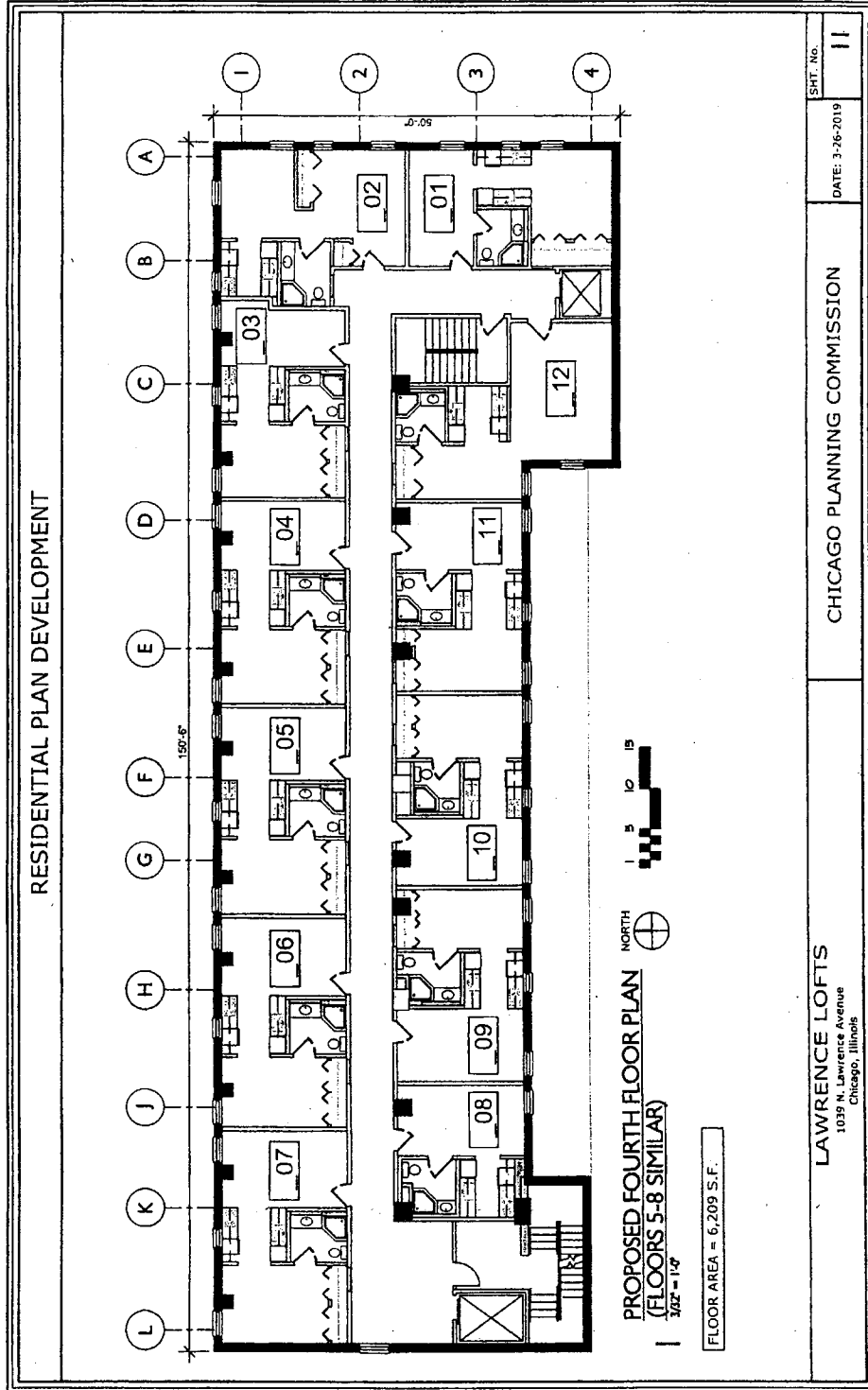


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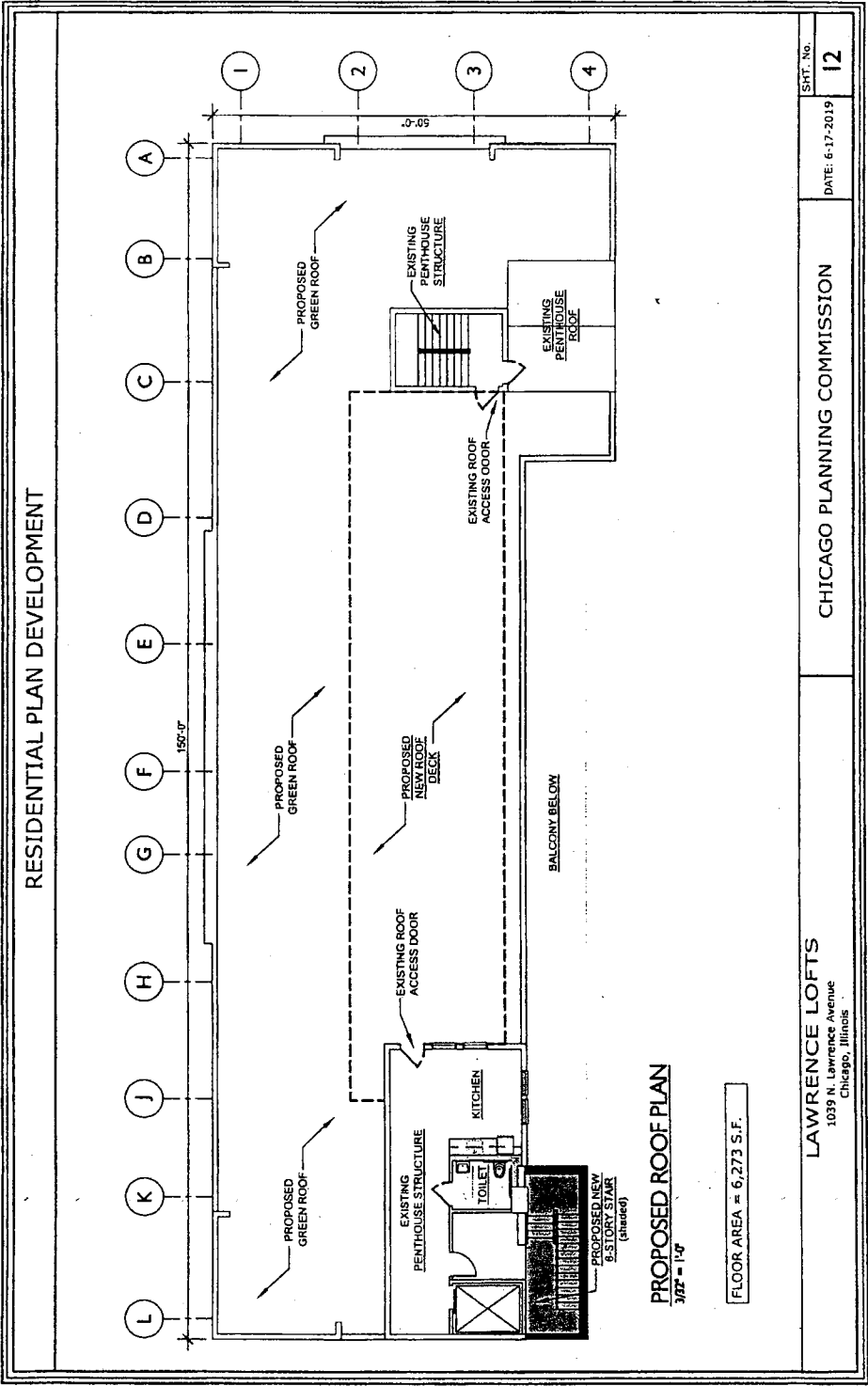


Final for Publication





Final for Publication



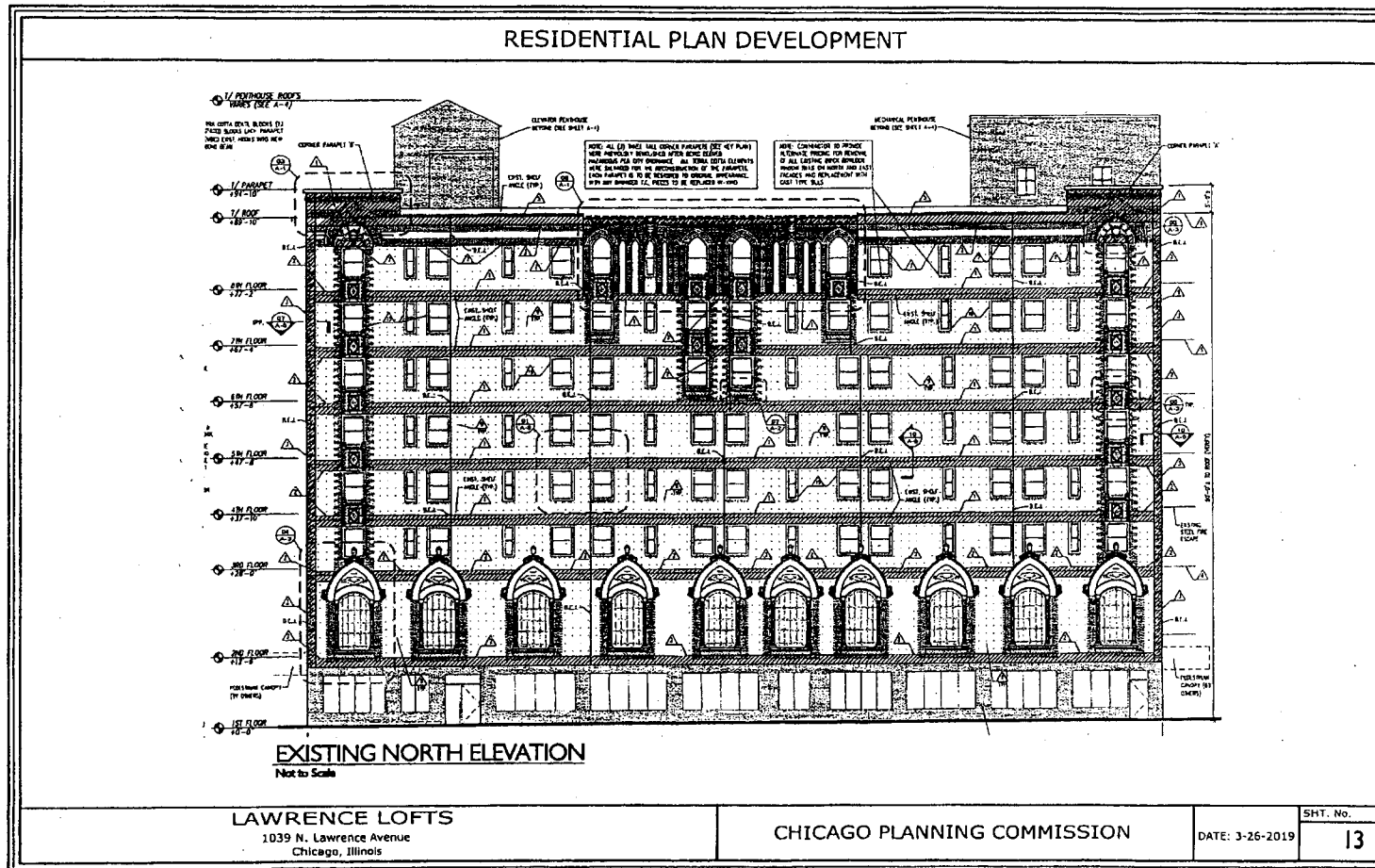


Final for Publication

10/16/2019

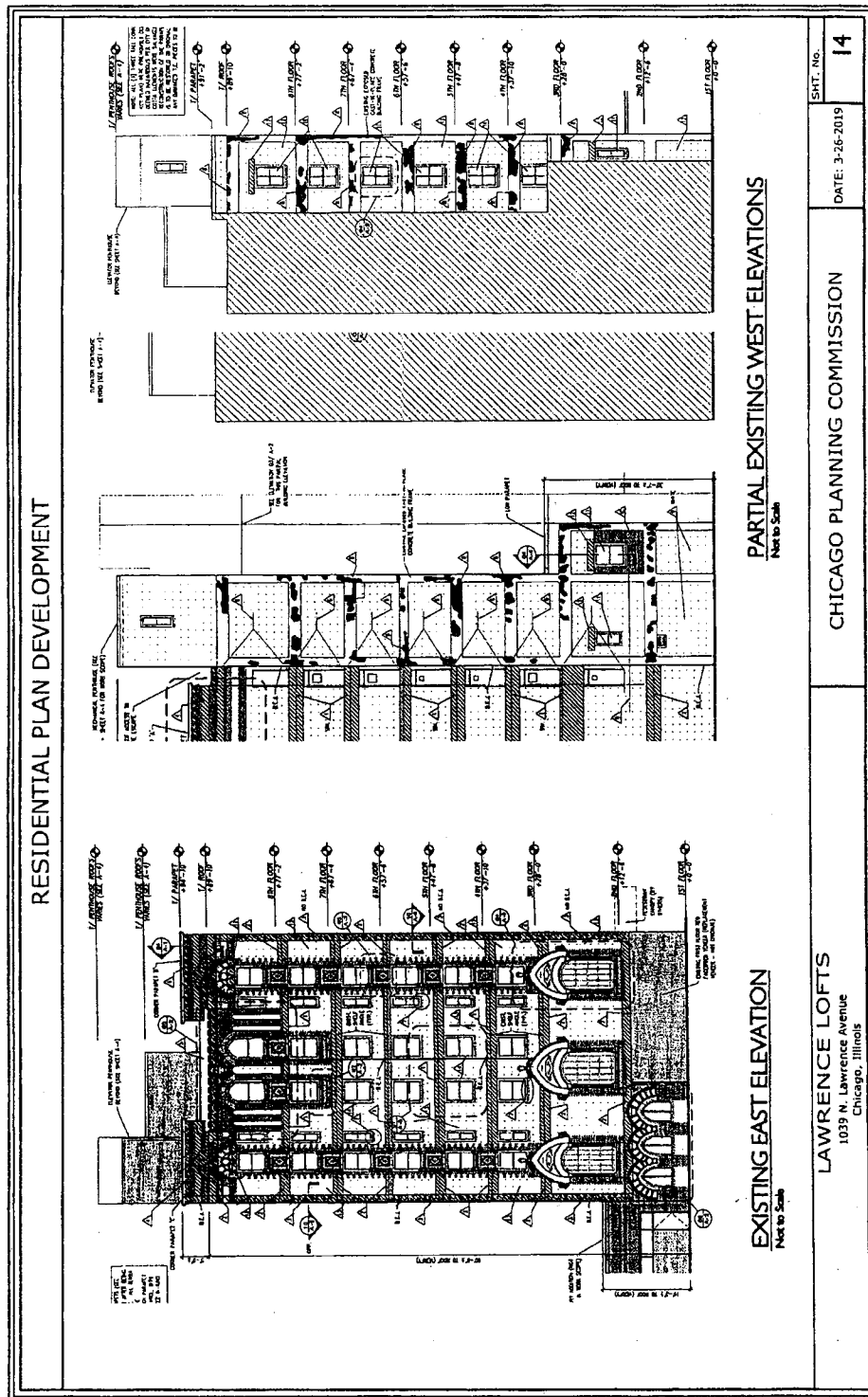
REPORTS OF COMMITTEES

8137



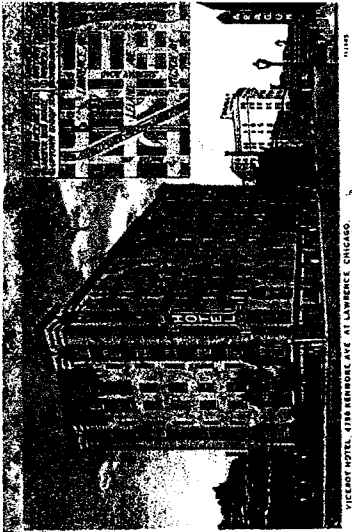
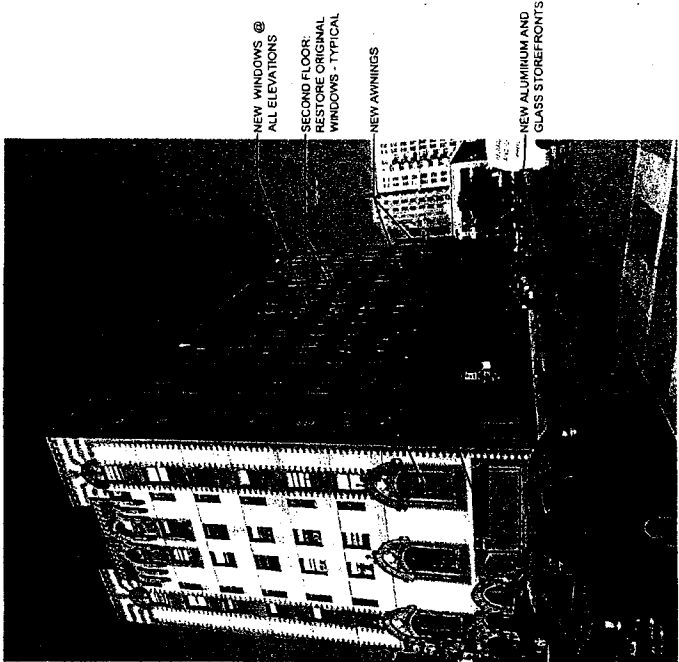


Final for Publication





Final for Publication

RESIDENTIAL PLAN DEVELOPMENT		
 <p>IMAGE OF ORIGINAL FACADE Not to Scale</p> <p>VICENT HOTEL, 1334 LAWRENCE AVENUE, CHICAGO, ILLINOIS</p>	 <p>PROPOSED NEW ELEVATION ENHANCEMENTS Not to Scale</p> <p>NEW WINDOWS @ ALL ELEVATIONS SECOND FLOOR: RESTORE ORIGINAL WINDOWS - TYPICAL NEW AWNINGS NEW ALUMINUM AND GLASS STOREFRONTS</p>	DATE: 3-26-2019 SHT. No. 15
LAWRENCE LOFTS 1039 N. Lawrence Avenue Chicago, Illinois	CHICAGO PLANNING COMMISSION	



*Reclassification Of Area Shown On Map No. 11-H.*

(Application No. 20154)

(Common Address: 4646 -- 4650 N. Damen Ave.)

[O2019-6864]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B2-3 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 11-H in the area bounded by:

a line 50 feet south of and parallel to West Leland Avenue; North Damen Avenue; a line 130 feet south of and parallel to West Leland Avenue; a line 41.75 feet west of and parallel to North Damen Avenue; a line 126.67 feet south of and parallel to West Leland Avenue; a line 66.68 feet west of and parallel to North Damen Avenue; a line 130 feet south of and parallel to West Leland Avenue; and the alley next west of and parallel to North Damen Avenue,

to those of a C1-3 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 11-H.*

(Application No. 20155)

(Common Address: 4311 N. Western Ave.)

[O2019-6866]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 11-H in the area bounded by:

a line 114.6 feet north of and parallel to West Cullom Avenue; the alley next east of and parallel to North Western Avenue; a line 89.60 feet north of and parallel to West Cullom Avenue; and North Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.



*Reclassification Of Area Shown On Map No. 11-I.*

(Application No. 20091)

(Common Address: 2763 W. Lawrence Ave.)

[O2019-5557]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Zoning Ordinance be amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 11-I in an area bounded by:

West Lawrence Avenue; a line 162.81 feet east of and parallel to North Virginia Avenue; the public alley next south of West Lawrence Avenue; and a line 135.81 feet east of and parallel to North Virginia Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. The ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 11-M.*

(Application No. 20185)

(Common Address: 6101 W. Montrose Ave.)

[O2019-6848]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-M in the area bounded by:

West Montrose Avenue; North Meade Avenue; the alley south of and parallel to West Montrose Avenue; and a line 24.87 feet west of and parallel to North Meade Avenue,

to those of a B2-1 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.



*Reclassification Of Area Shown On Map No. 13-G.*

(Application No. 20174)

(Common Address: 5524 -- 5530 N. Magnolia Ave.)

[O2019-6840]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the current RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-G in the area bounded by:

a line 337.5 feet north of and parallel to West Catalpa Avenue; North Magnolia Avenue; a line 237.5 feet north of and parallel to West Catalpa Avenue; and the public alley next west of and parallel to North Magnolia Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 13-G.*

(Application No. 20096T1)

(Common Address: 5356 N. Sheridan Rd.)

[O2019-5540]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-3 Community Shopping District symbols and indications as shown on Map Number 13-G in the area bounded by:

West Balmoral Avenue; North Sheridan Road; a line 100 feet south of and parallel to West Balmoral Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; First Floor Plan; Typical Floor Two through Four Plans; Sheridan Road, Balmoral Avenue, Alley and South Building Elevations; and Building Section attached to this ordinance printed on pages 8144 through 8151 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

**17-13-0303-C (1) Narrative Zoning Analysis**

5356 North Sheridan Road, Chicago, Illinois

Proposed Zoning: B2-3 Neighborhood Mixed-Use District

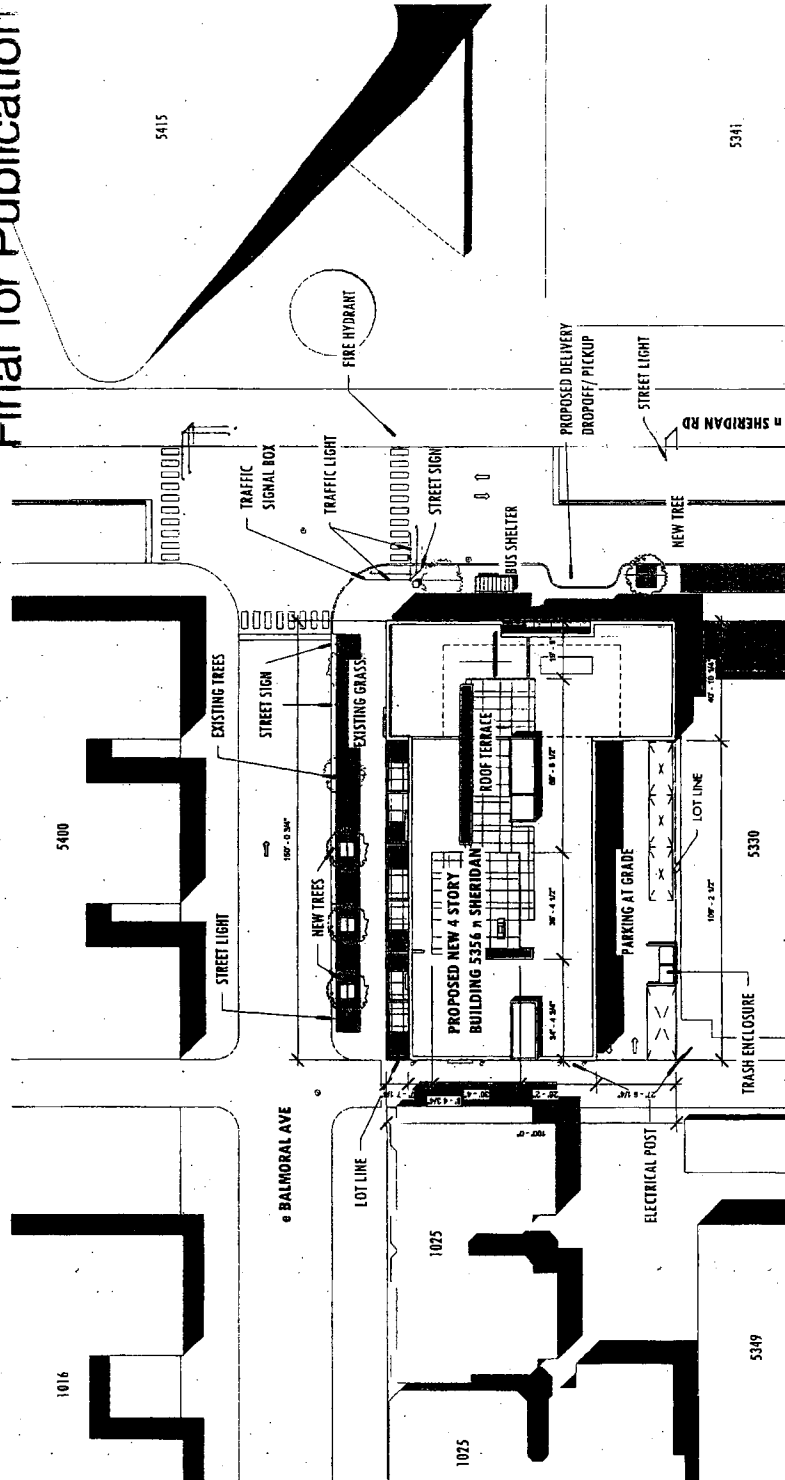
Lot Area: 15,000 square feet

Proposed Land Use: The Applicant is seeking a zoning change to permit a new four-story, fifty (50) unit residential building at the subject property. The proposed building will be 52 feet-1 inches in height. Onsite parking for twenty-one (21) vehicles will be provided. The subject property is located within 1,320 linear feet of the entrance to the Berwyn Red Line (CTA) Station. The Applicant is seeking a reduction in the required off-street parking from fifty (50) spaces to twenty-one (21) spaces, pursuant to the Transit Oriented Development (TOD) Ordinance.

- (A) The Project's Floor Area Ratio: 36,986 square feet (2.47 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 300 square feet/dwelling unit  
(15,000 sf / 50 units)
- (C) The amount of off-street parking: 21 vehicular parking spaces
- (D) Setbacks:
  - a. Front Setback: 0 feet-0 inches
  - b. Rear Setback: 0 feet-0 inches
  - c. Side Setbacks:
    - North: 0 feet-0 inches
    - South: 0 feet-0 inches
- (E) Building Height:
  - 52 feet-1 inch



Final for Publication



MCZ Development

Proposed Multi-Unit Residential Building  
5356 N. Sheridan  
Chicago, Illinois 60640

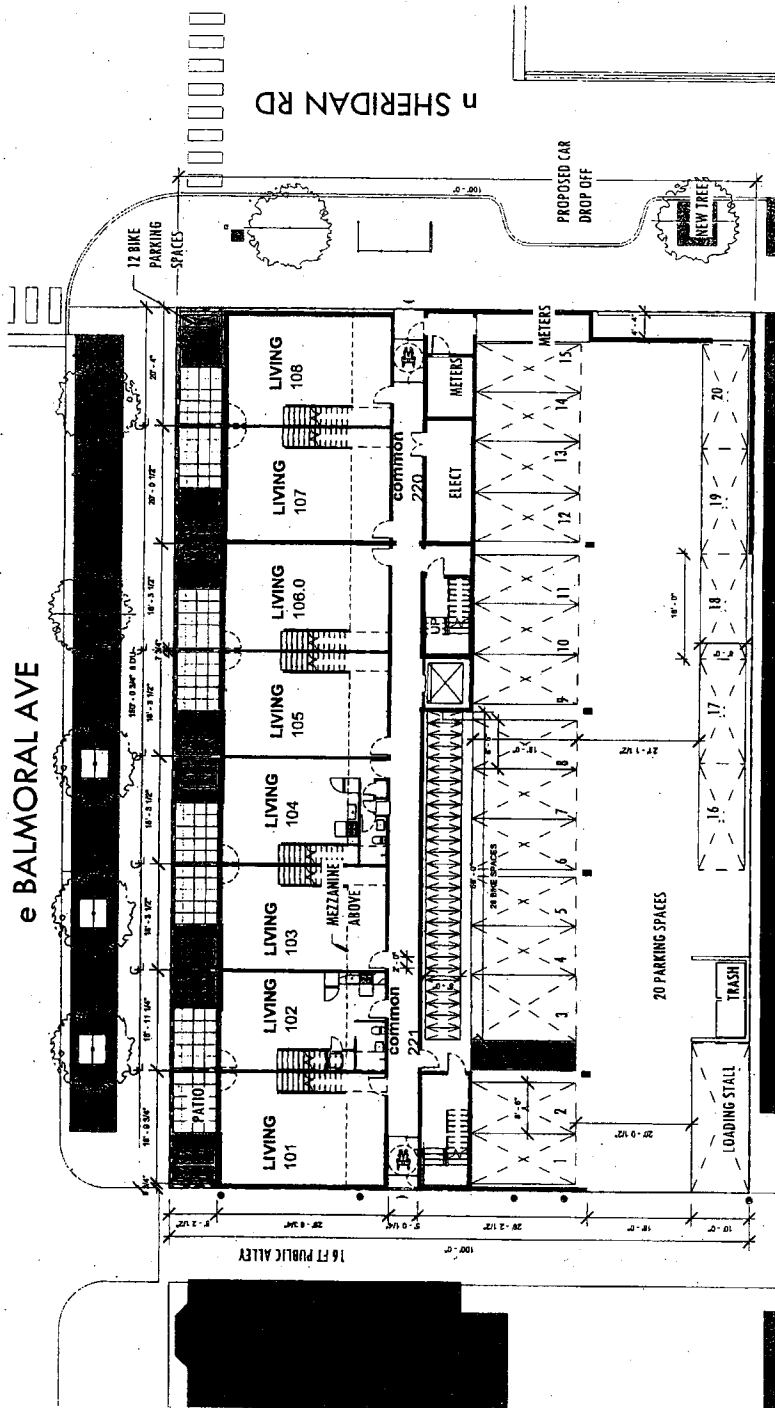
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SITE PLAN



Final for Publication



MCZ Development

Proposed Multi-Unit Residential Building  
5358 n Sheridan  
Chicago, Illinois 60640

07/20/2019

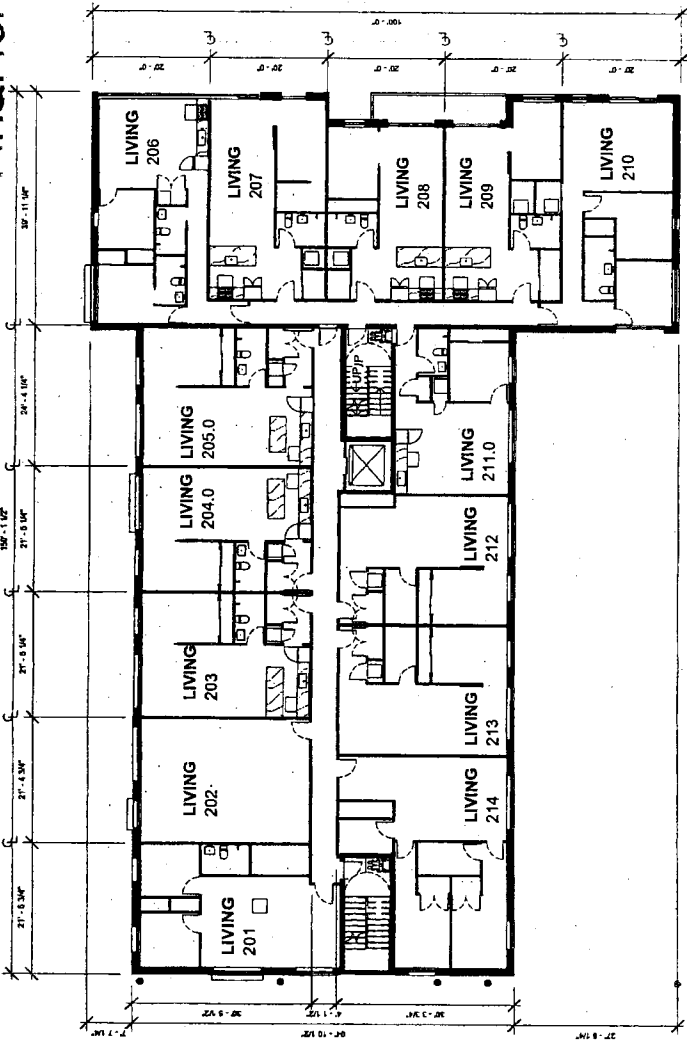
1ST FLOOR PLAN

00.2





Final for Publication



MCZ Development  
Proposed Multi-Unit Residential Building  
5356 n Sheridan  
Chicago, Illinois 60640  
UT/BNKZ

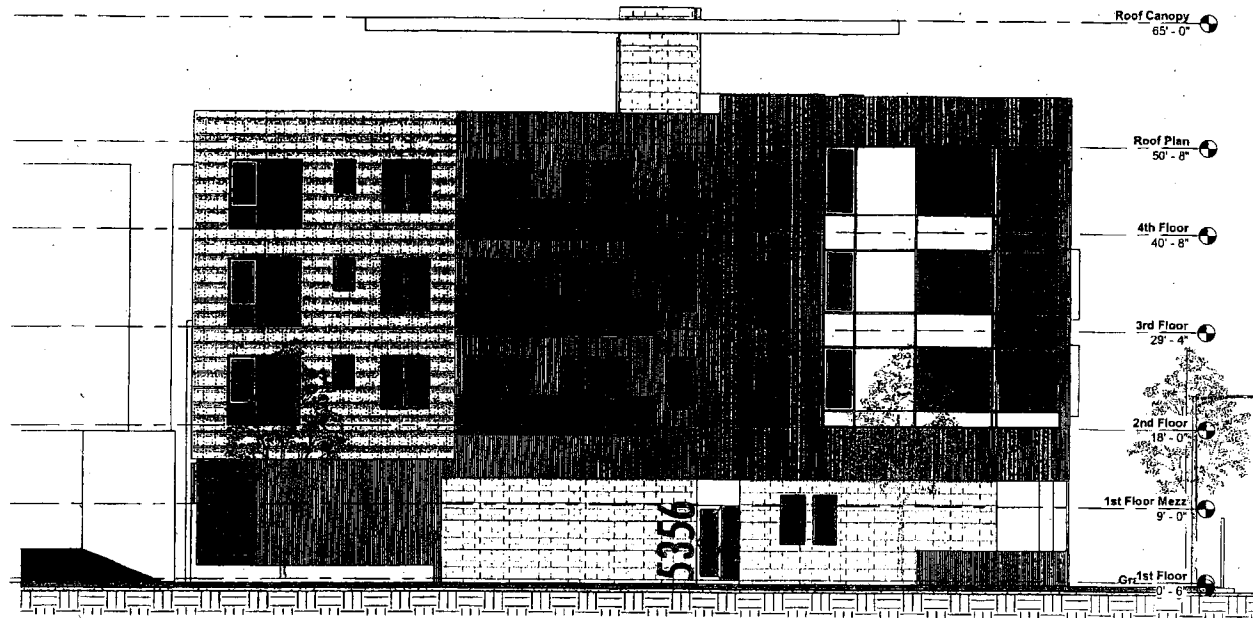
TYPICAL FLOOR 2-4

00.3





Final for Publication



① Sheridan 00.4  
3/32" = 1'-0"

MCZ Development  
Proposed Multi-Unit Residential Building  
5356 n Sheridan  
Chicago, Illinois 60640

SHERIDAN ELEVATION

00.4



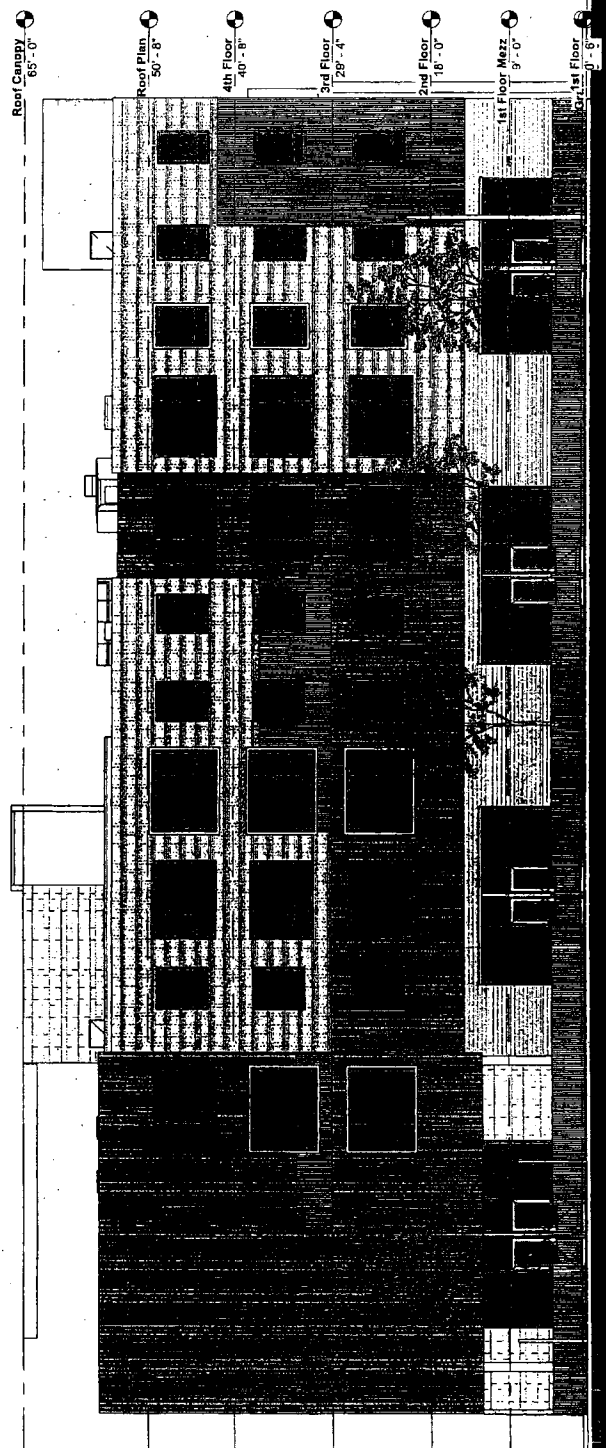
10/16/2019

REPORTS OF COMMITTEES

8147



Final for Publication



MCZ Development  
Proposed Multi-Unit Residential Building  
5356 n Sheridan  
Chicago, Illinois 60640  
12/06/14

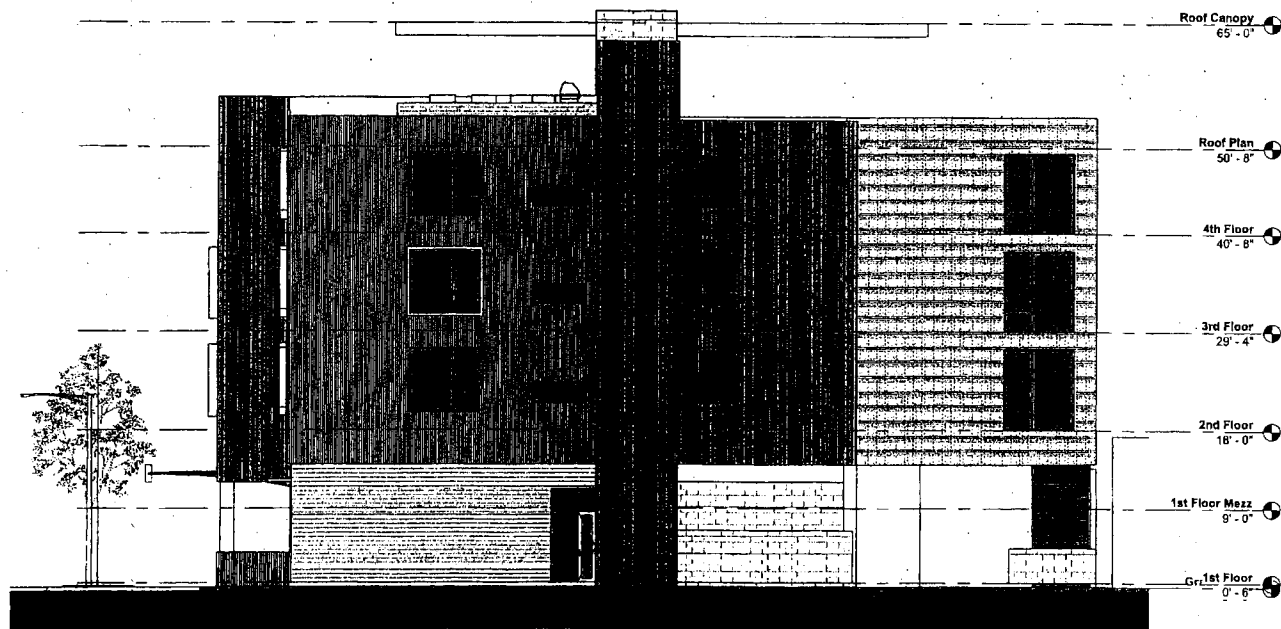
BALMORAL ELEVATION

00.5





Final for Publication



MCZ Development

Proposed Multi-Unit Residential Building  
5356 n Sheridan  
Chicago, Illinois 60640

06/28/19

ALLEY ELEVATION

00.6



10/16/2019

REPORTS OF COMMITTEES

8149

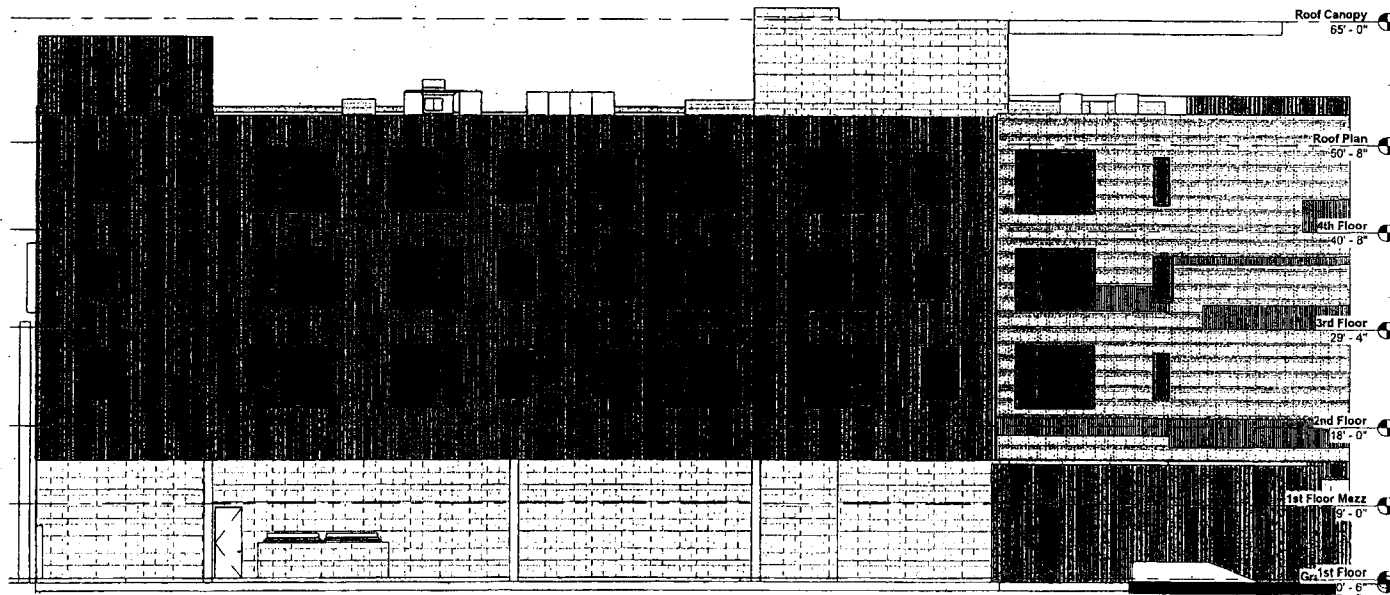


Final for Publication

8150

JOURNAL--CITY COUNCIL--CHICAGO

10/16/2019



MCZ Development

Proposed Multi-Unit Residential Building

5356 n Sheridan

Chicago, Illinois 60640

06/20/19

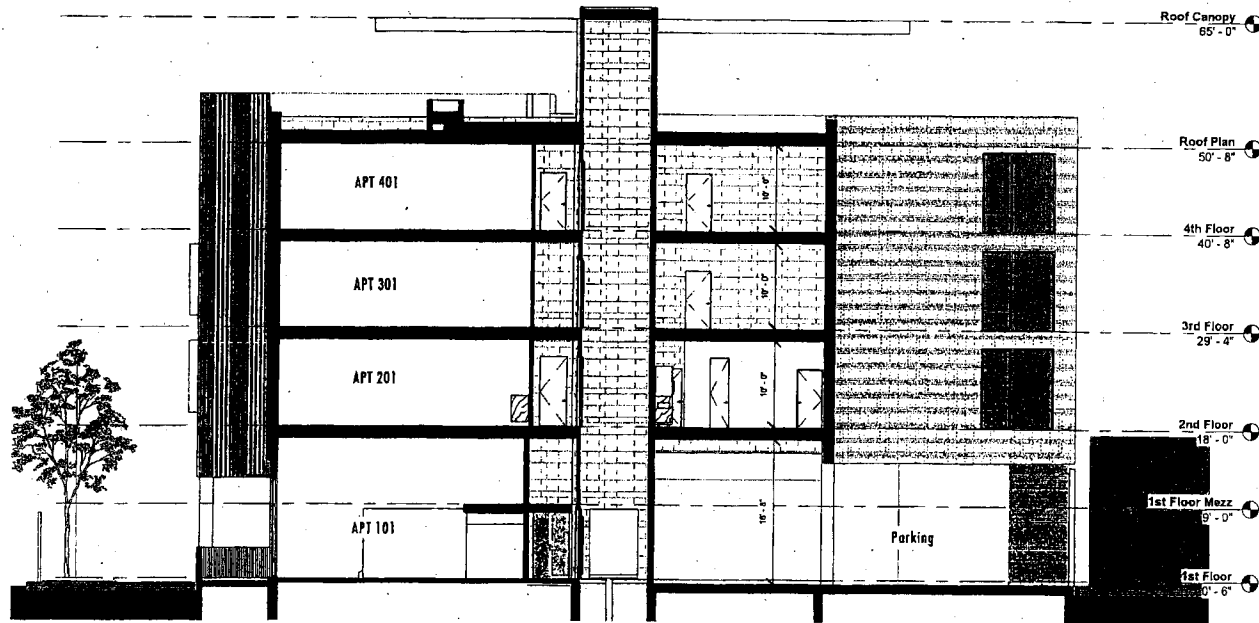
SOUTH ELEVATION

00.7





Final for Publication



MCZ Development  
Proposed Multi-Unit Residential Building  
5356 n Sheridan  
Chicago, Illinois 60640

09/20/18

BUILDING SECTION

00.8



10/16/2019

REPORTS OF COMMITTEES

8151



*Reclassification Of Area Shown On Map No. 13-G.*

(Application No. A-8486)

(Common Address: 11060 S. Western Ave.)

[O2019-5773]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 13-G in the area bounded by:

the public alley next to north of and parallel to West 111<sup>th</sup> Street; South Western Avenue; a line 83.09 feet north of and parallel to West 111<sup>th</sup> Street; and a line 95.08 feet west of and parallel to South Western Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 13-H.*

(Application No. 20137)

(Common Address: 2150 W. Foster Ave.)

[O2019-6818]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-H in an area bounded by:

the public alley next north of and parallel to West Foster Avenue; a line 99.22 feet east of and parallel to North Leavitt Street; West Foster Avenue; and a line 74.22 feet east of and parallel North Leavitt Street,



to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 13-I.*

(As Amended)

(Application No. 20148T1)

(Common Address: 5100 -- 5108 N. Western Ave.)

[SO2019-6812]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols as shown on Map Number 13-I in the area bounded by:

a line 100 feet north of and parallel to West Carmen Avenue; North Western Avenue; West Carmen Avenue; and the public alley next west of and parallel to North Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; First, Second, Third and Fourth Floor Plans; Roof Plan;  
and Carmen Avenue, Western Avenue, Alley and North  
Building Elevations attached to this ordinance  
printed on pages 8155 through 8162  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



## Final for Publication

#20148

### AMENDED TO BE A TYPE 1 REZONING A NARRATIVE AND PLANS FOR 5100-08 NORTH WESTERN AVENUE, CHICAGO, IL

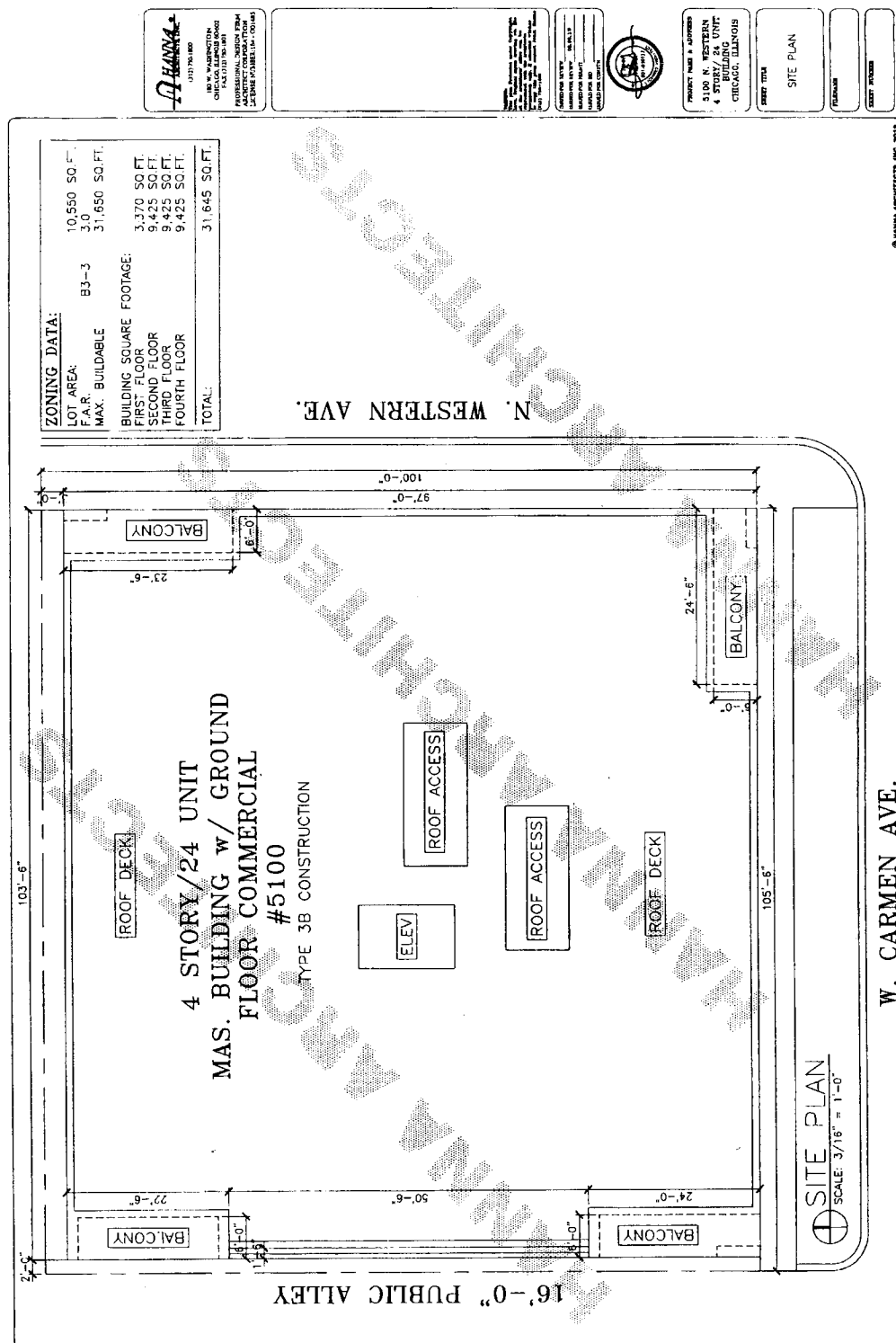
The subject property is currently improved with 1-story and 2-story commercial buildings. The Applicant intends to demolish the existing buildings and build a four-story mixed-use building with commercial units on the ground floor and 24 dwelling units on the upper floors. The Applicant needs a zoning change in order to comply with the minimum lot area and the maximum floor area requirements of the Zoning Ordinance.

Project Description:	Zoning Change from a B3-2 Community Shopping District to a B2-3 Neighborhood Mixed-Use District
Use:	4-story mixed-use building with commercial units on the ground floor and 24 dwelling units on the upper floors
Floor Area Ratio:	3.0
Lot Area:	10,550 Square Feet
Building Floor Area:	31,645 Square Feet
Density:	439 Square Feet per Dwelling Unit
Off- Street parking:	Parking spaces: 24
Set Backs:	Front: 0 Feet North Side: 3 Feet / South Side: 0 Feet Rear: 2 Feet *
Building height:	49 Feet 3 Inches

\* will apply for a variation if needed

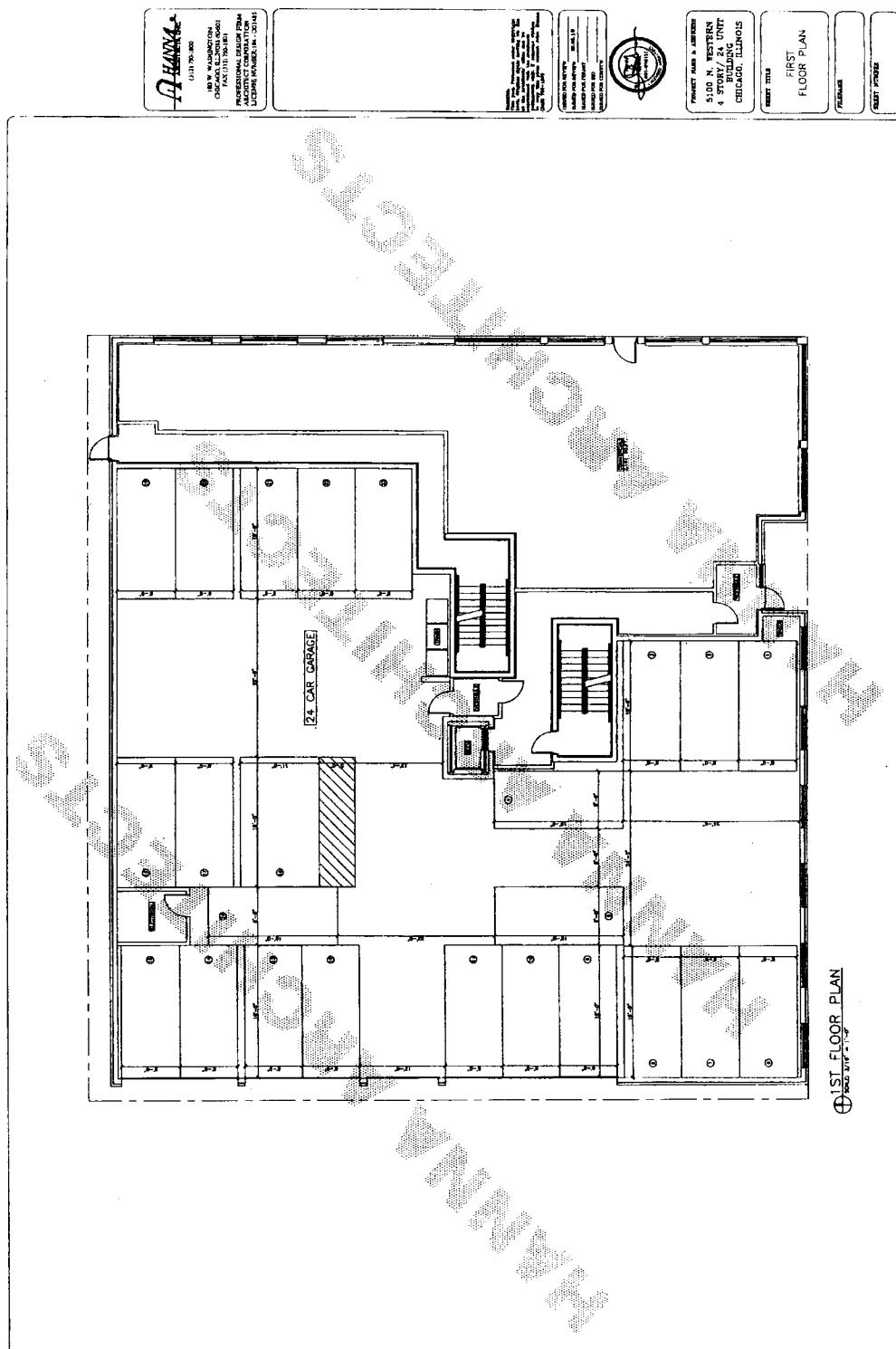


**Final for Publication**



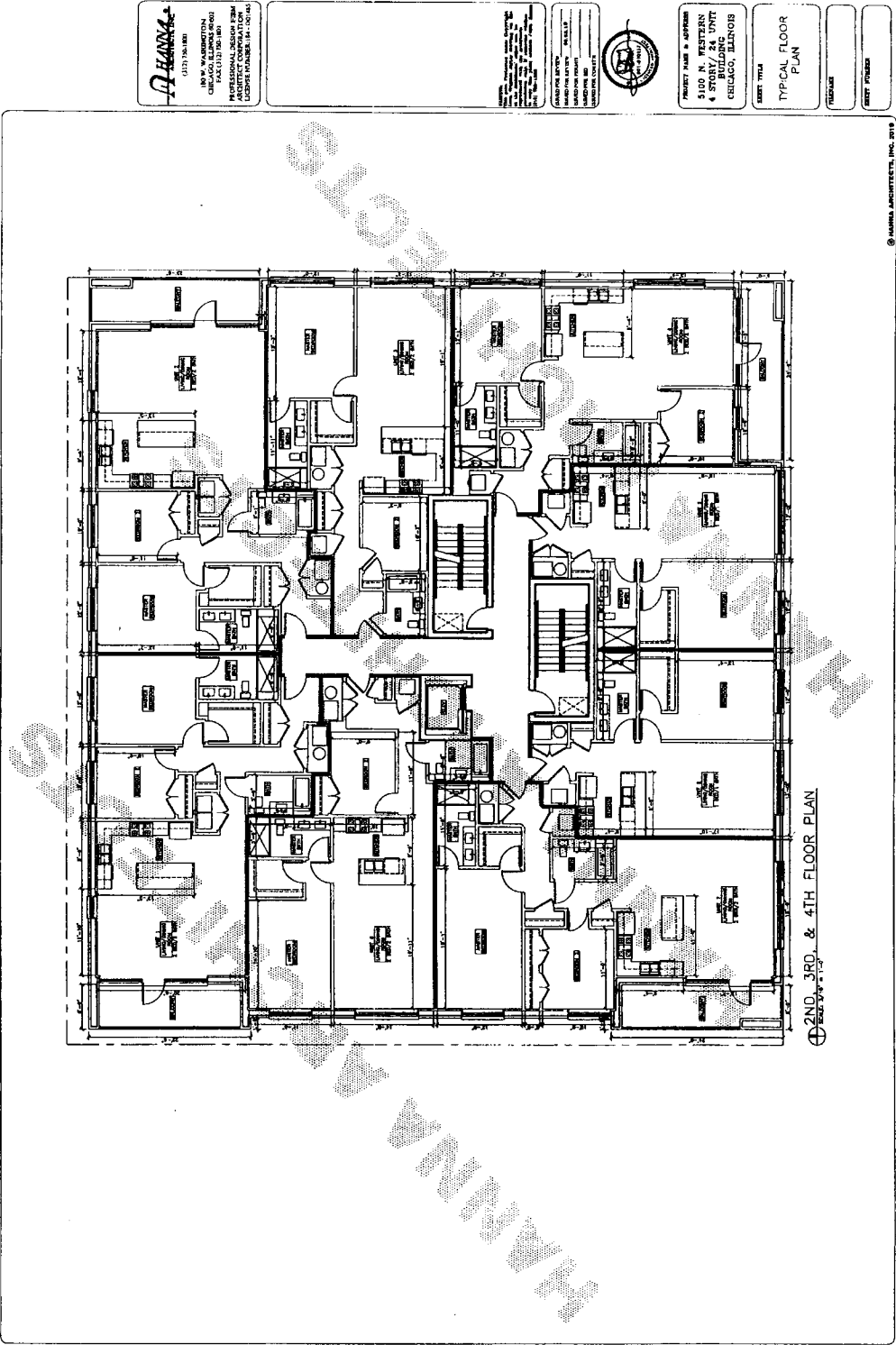


Final for Publication



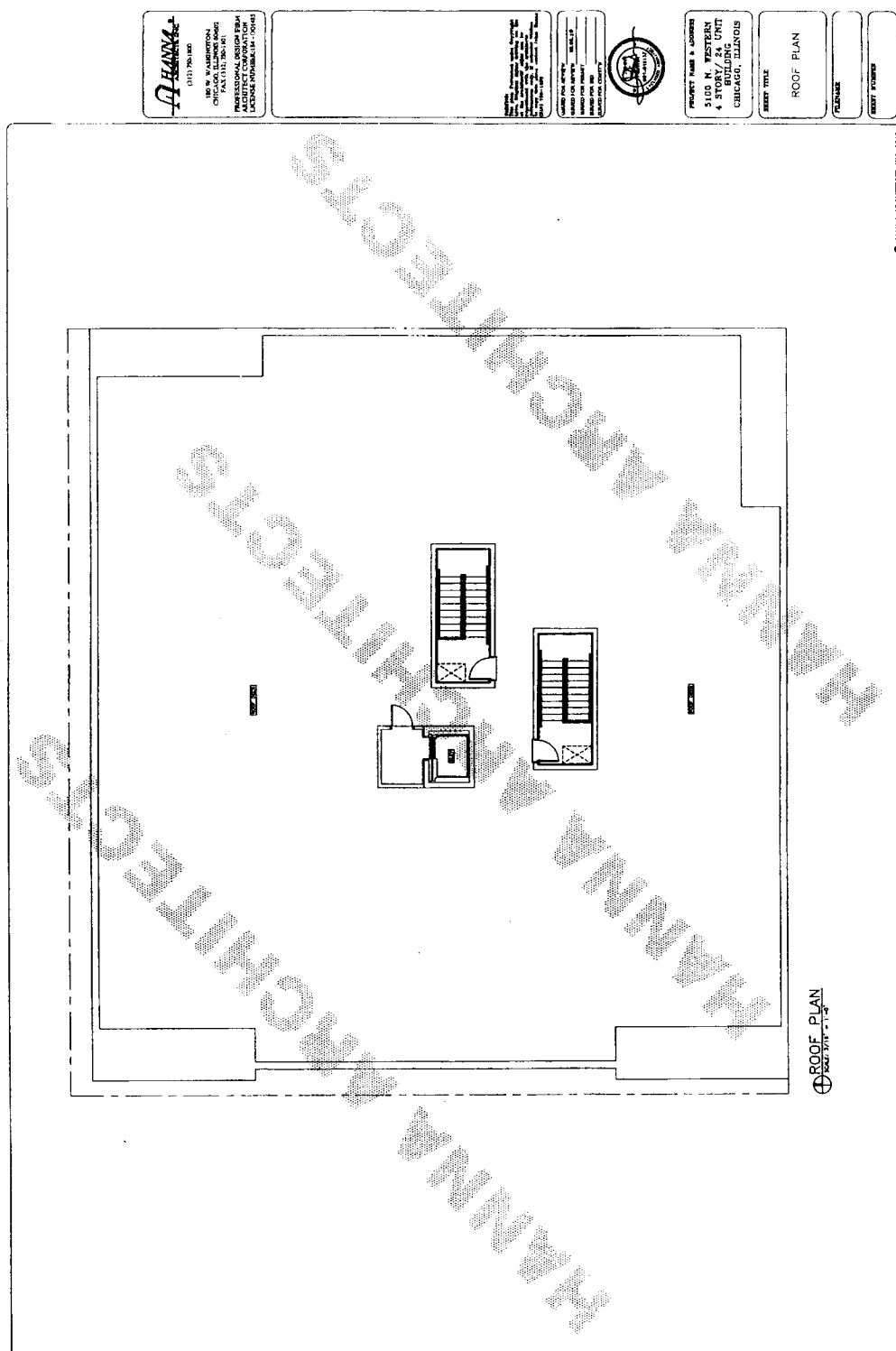


Final for Publication



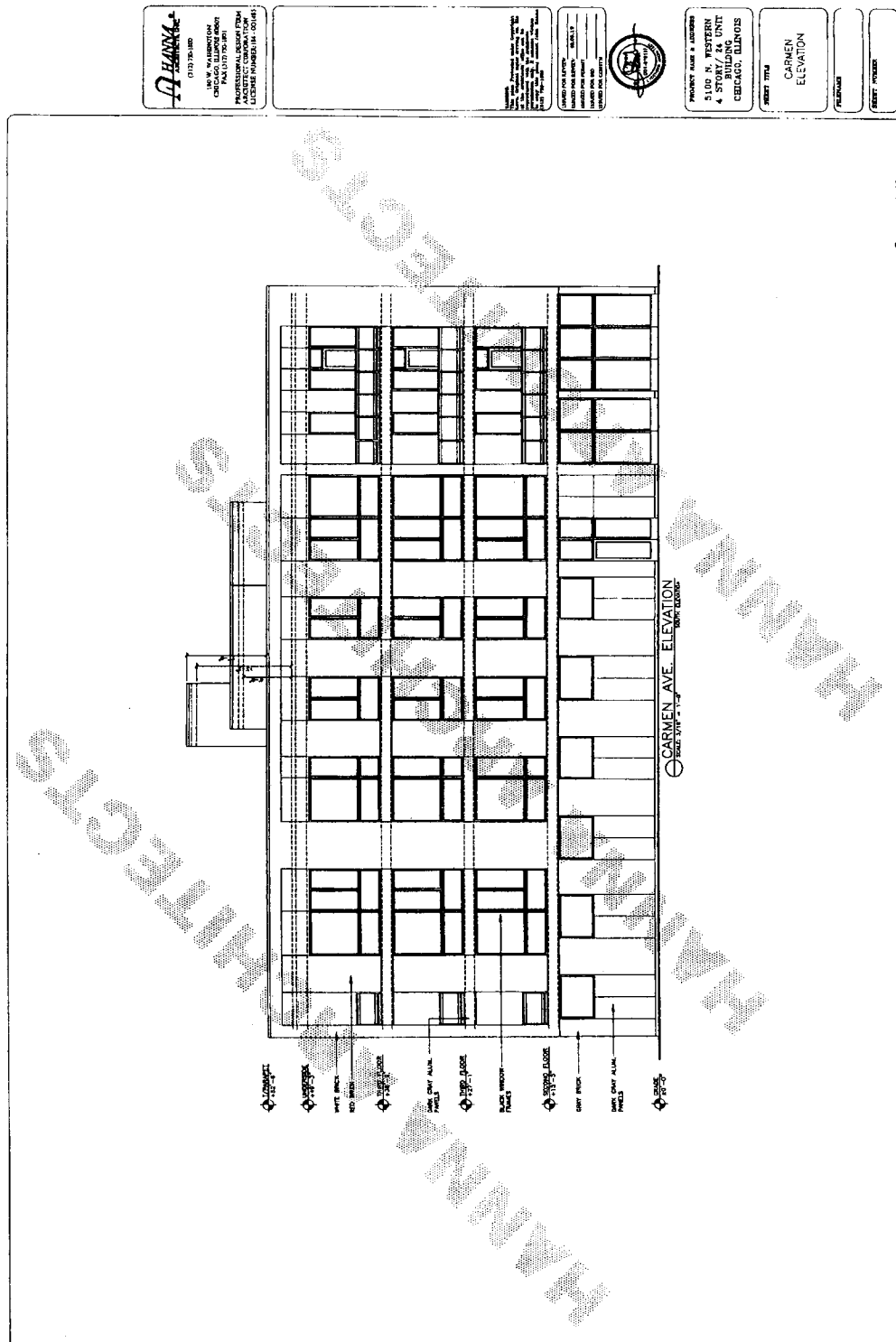


**Final for Publication**





Final for Publication





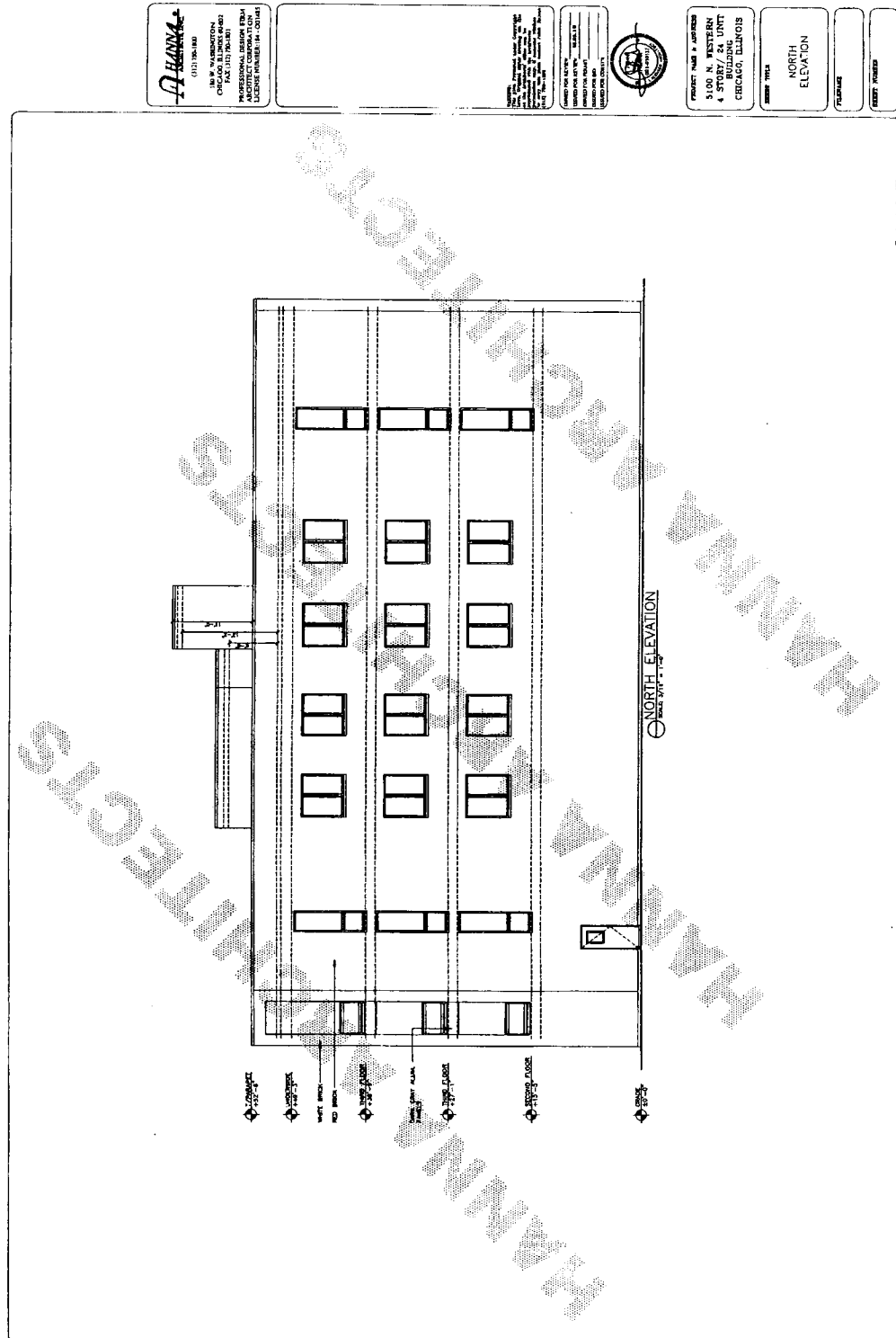








Final for Publication





*Reclassification Of Area Shown On Map No. 16-G.*

(As Amended)

(Application No. 19771)

(Common Address: 1223 W. Marquette Rd.)

[SO2018-6034]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional/Residential Planned Development Number 378, as amended, symbols and indications shown on Map Number 16-G in the area bounded by:

West Marquette Road (67<sup>th</sup> Street); South Racine Avenue; a line 297.2 feet south of and parallel to West Marquette Road; the alley next west of and parallel to South Racine Avenue; a line 372.24 feet south of and parallel to West Marquette Road; and South Elizabeth Street,

to those of Institutional/Residential Planned Development Number 378, as amended, which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Institutional/Residential Planned Development No. 378, As Amended*

*Plan Of Development Statements.*

1. The area delineated herein as an Institutional/Residential Planned Development Number 378, as amended (the "Planned Development") consists of approximately 85,900 square feet of net site area (approximately 1.97 acres) (the "Property"), together with certain portions of existing adjacent rights-of-way, as depicted on the attached Planned Development Boundary and Property Line Map. For purposes of this amendment to the Planned Development, The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation, is the "Applicant" with due authorization from each property owner within the Planned Development.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's



successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago. Prior to the issuance of any Part II Approval, the submitted plans must be approved by the Department of Transportation.

4. This Planned Development consists of these seventeen (17) Statements and the following "Design Exhibits" attached hereto; an Existing Zoning Map, an Existing Land-Use Map, a Planned Development Boundary and Property Line Map, Landscape Plan, Ground Floor Plan, Roof Plan, Building Elevations (four pages), all prepared by Weese Langley Weese Architects, Ltd. and dated July \_\_\_\_, 2018, and Plan of Development Bulk Regulations and Data Table.

The following Design Exhibits are incorporated by reference: Site Plan, Conceptual Site Landscape Plan, Plant List and Planting Details, East and West Building Elevations, South and North Building Elevations all prepared by Environ dated February 13, 2003; a Site Plan/Landscape Plan, and elevations prepared by Environ, dated January 10, 1991 and revised as of April 11, 1991.

Full size copies of the Design Exhibits are on file with the Department.

References in these Statements to the "Planned Development" shall be deemed to include the aforementioned Design Exhibits. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance and satisfies the established criteria for approval as a Planned Development. In the case of any



between the terms of this Planned Development, and the Chicago Zoning Ordinance, this Planned Development shall apply. Absent an express conflict, the terms of the Chicago Zoning Ordinance shall apply to reviews, determinations and approvals under these Statements and to improvements to the Property. In any instance where a provision of the Planned Development conflicts with the Chicago Building Code, the Building Code shall control.

5. The following uses shall be permitted within the area delineated herein as Institutional-Residential Planned Development: housing and senior housing, including but not limited to housing for elderly persons, assisted living and independent living, permanent supportive housing, transitional residences, transitional shelters, temporary overnight shelters, daycare centers (adult and child), community center, senior center, recreation facilities, social service programs, limited accessory retail and commercial (including barber/beauty, sundries, banking, nutrition center and food service for campus residents and for community center programs), commercial kitchen, parking, related and incidental accessory uses.
6. On-premises signs and temporary signs such as construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building or improvement shall also be subject to height limitations established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 85,900 square feet and a base FAR of 1.55.
9. Upon review and determination, Part II Review, pursuant to Section 17-13-0610, a Part II Review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II Reviews, are conditional until final Part II Approval.



10. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
11. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
12. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
13. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II Review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
14. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and City residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and City resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of City residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and \*(ii) 50 percent City resident hiring (measured

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\* Editor's Note: Numbering sequence error; (i) missing in original document.



against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the Applicant's proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II Permit Review for the project or any phase thereof, the applicant must submit to DPD (a) updates (if any) to the applicant's preliminary outreach plan, (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts, and (d) updates (if any) to the applicant's M/WBE and City resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and City resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and City residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

15. The Applicant acknowledges and agrees that the rezoning of the Property from Institutional/Residential Planned Development Number 378, as amended to Institutional/Residential Planned Development Number 378, as amended, triggers the requirements of Section 2-45-115 of the Municipal Code of Chicago (Affordable Requirements Ordinance or ARO). Any developer of a "residential housing project" within the meaning of the ARO must: (i) set aside 10 percent of the housing units in the residential housing project (Required Units) as affordable units; (ii) pay a fee in lieu of the development of the Required Units; or, (iii) any combination of (i) and (ii); provided, however, that residential housing projects with 20 or more units must provide at least 25 percent of the Required Units on-site. The Property is located in a low-moderate income area, within the meaning of the ARO, and the project has a total of 25 units. As a result, the Applicant's affordable housing obligation is 3 affordable units (10 percent of 25 rounded up), 1 of which is a Required Unit (25 percent of 3, rounded up). Applicant has agreed to satisfy its affordable housing obligation by providing 25 affordable units in the rental building to be constructed in the P.D. The Applicant agrees that the affordable rental units must be affordable to households earning no more than 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually by the City of Chicago. If the Applicant subsequently reduces (or increases) the number of housing units in the



P.D., the Applicant shall update and resubmit the Affordable Housing Profile Form to DPD for review and approval; DPD may adjust the number of required Affordable Units without amending the P.D. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must make the required Cash Payment and/or execute and record an affordable housing agreement in accordance with Section 2-45-115(L). The terms of the affordable housing agreement and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the affordable housing agreement will be recorded against the P.D., or the applicable portion thereof, and will constitute a lien against such property. The Commissioner of DPD may enforce remedies for any breach of this Statement 16, including any breach of any affordable housing agreement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

16. Notwithstanding the foregoing, if the Applicant receives Low-Income Housing Tax Credits, tax increment financing or other financial assistance whose affordability requirements exceed those of the Affordable Housing Ordinance from the City to develop affordable housing in any portion of the Planned Development (P.D.), the regulatory, redevelopment, loan or other agreement(s) to be executed by the Applicant in connection with such tax credits or other financial assistance shall govern and control the Applicant's obligation to provide affordable housing for such subsidized portion of the P.D.
17. This Planned Development shall be governed by Section 17-13-0612. Unless substantial construction of the development has commenced within six (6) years following adoption of the Planned Development and unless completion thereof is diligently pursued, then this Planned Development shall expire and the zoning of the Property shall automatically revert to the preexisting Planned Development Number 378, as amended, and the RS3 zoning classifications.

[Overall Site Plan; First, Second and Third Floor Plans; Roof Plan; Marquette Road, South, East and West Building Elevations; and ALTA/NSPS Land Title Survey referred to in these Plan of Development Statements printed on pages 8170 through 8179 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

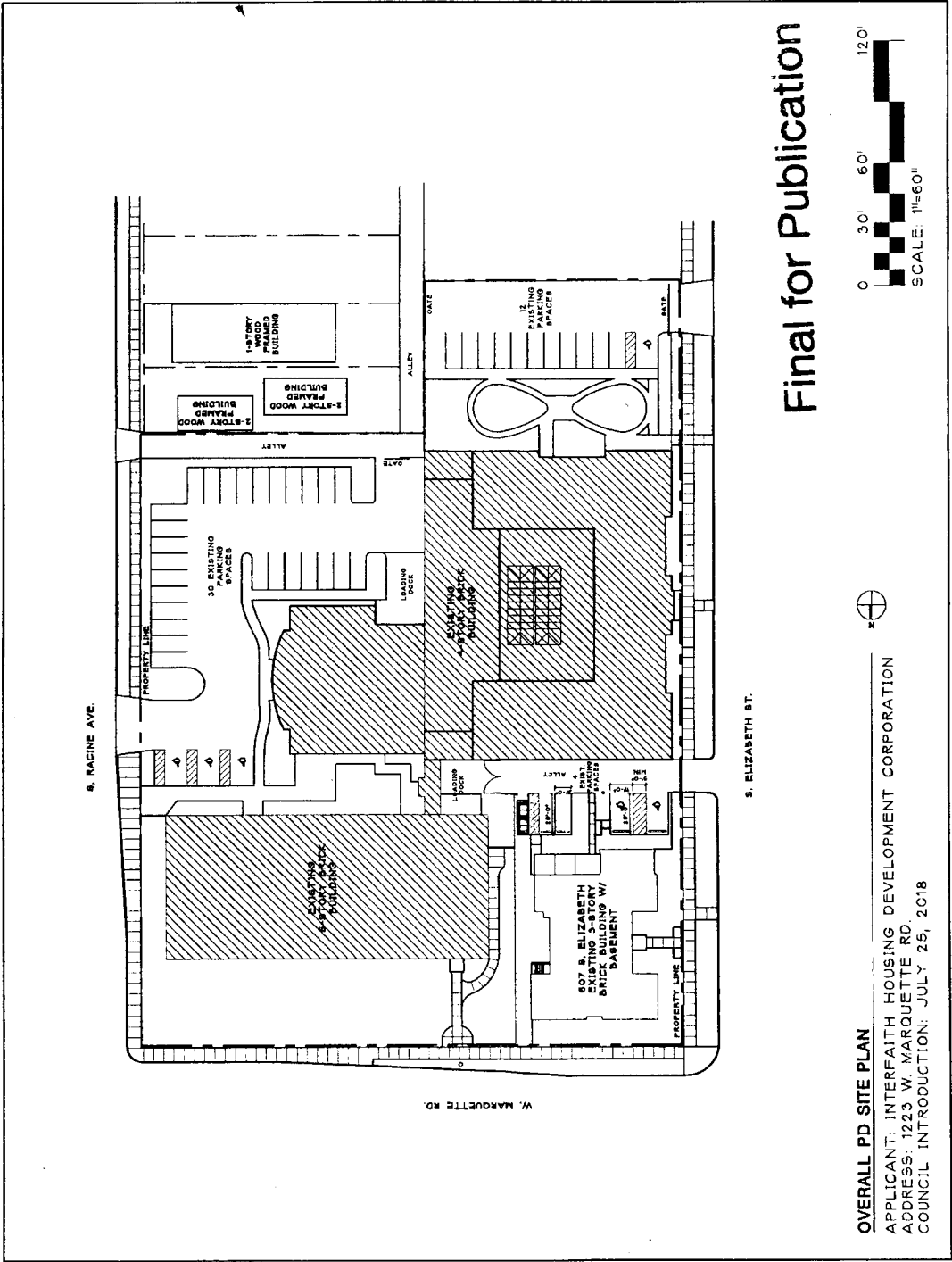


*Institutional/Residential Planned Development No. 378, As Amended.**Bulk Regulations And Data Table.*

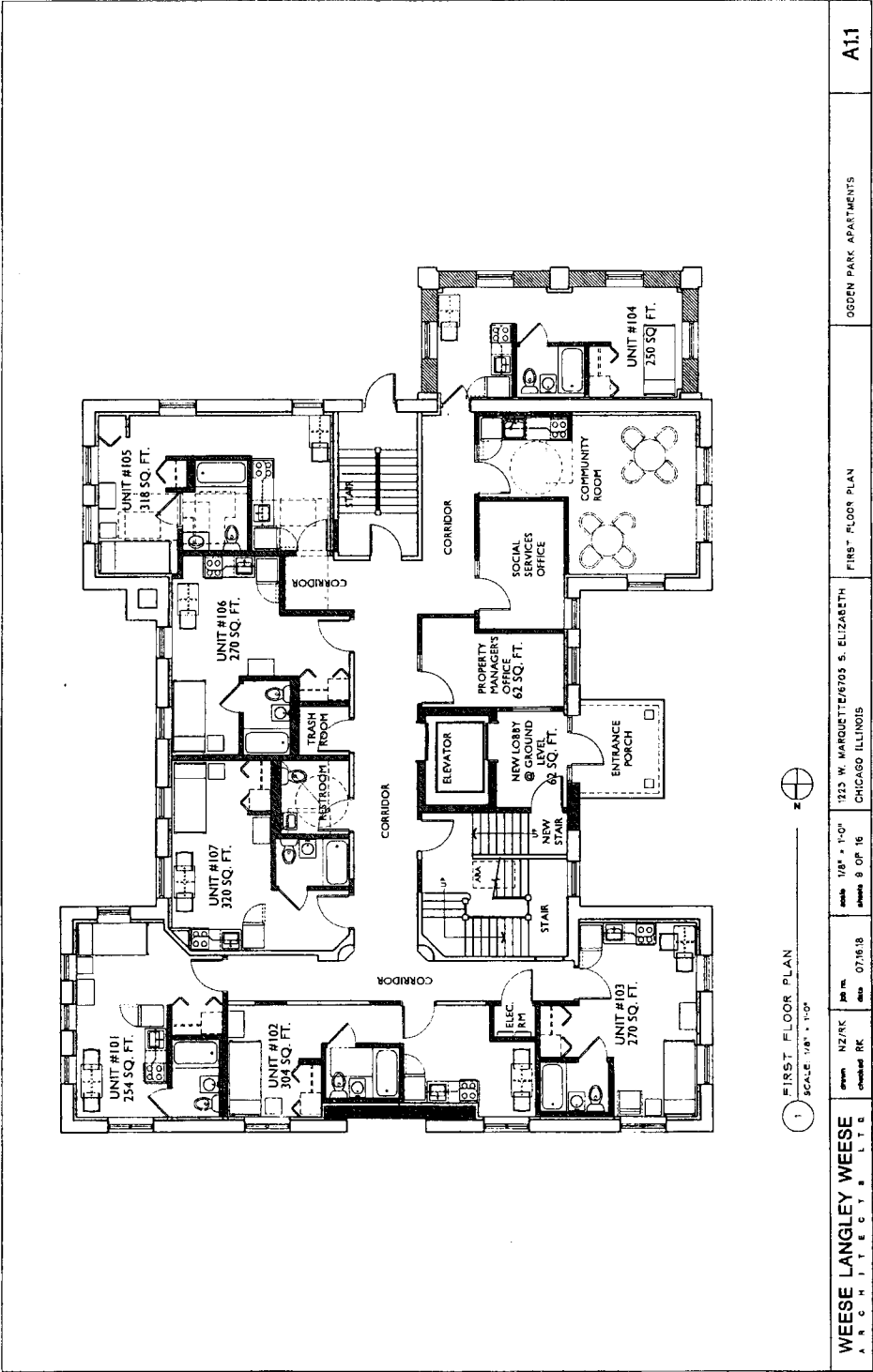
Gross Site Area:	121,763 (approximately 2.8 acres to the centerline of all streets and alleys)
Net Site Area:	85,900 square feet (approximately 1.97 acres)
Maximum Floor Area Ratio for Total Net Site Area:	1.55
Maximum Number of Dwelling Units:	151
Minimum Number of Off-Street Parking Spaces:	40
Minimum Number of Off-Street Loading Spaces:	2
Minimum Periphery Setbacks	(for Buildings): in accordance with the Site Plan
Maximum Building Height:	in accordance with the Building Elevations

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning and Development.



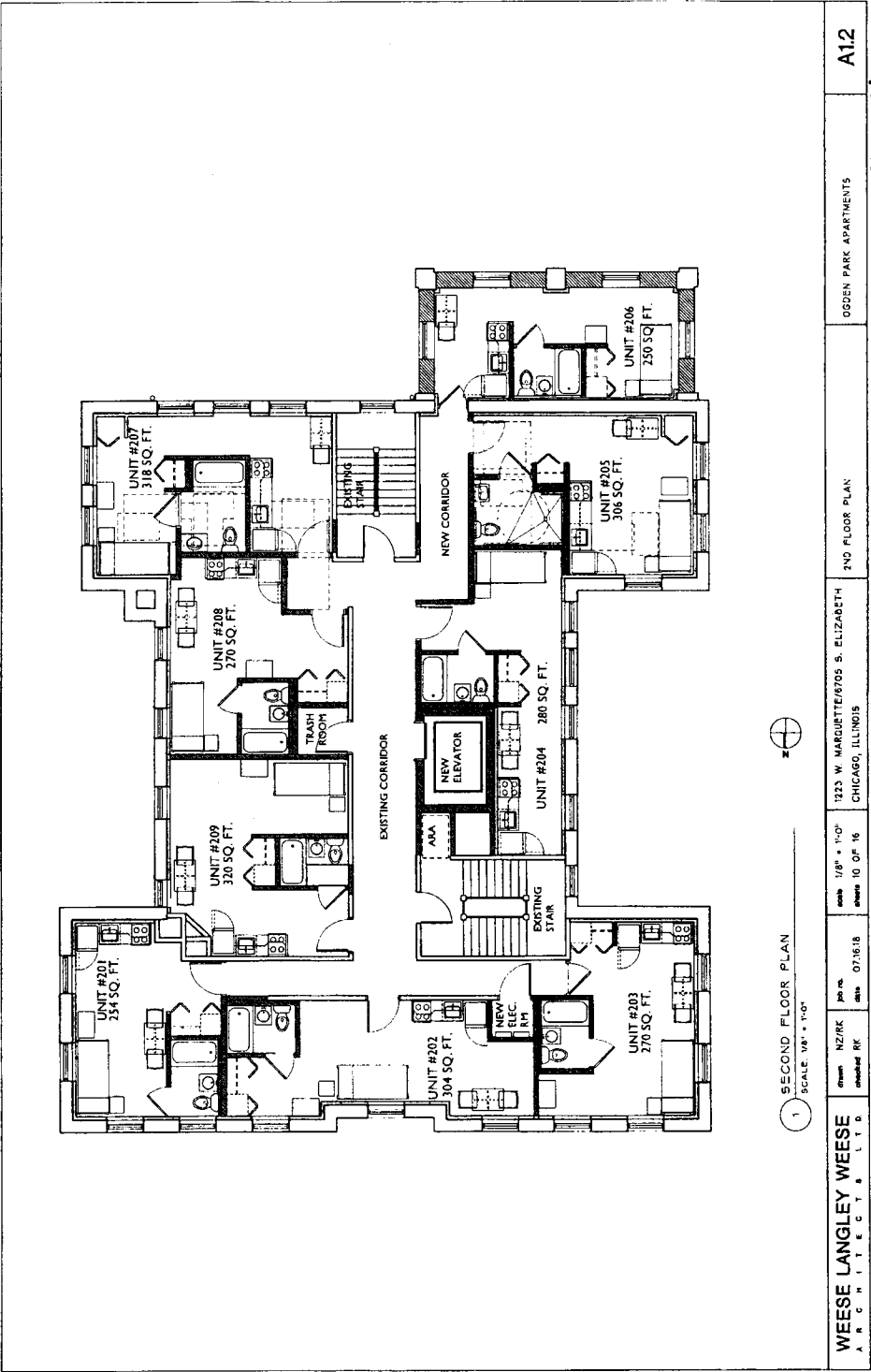






Final for Publication

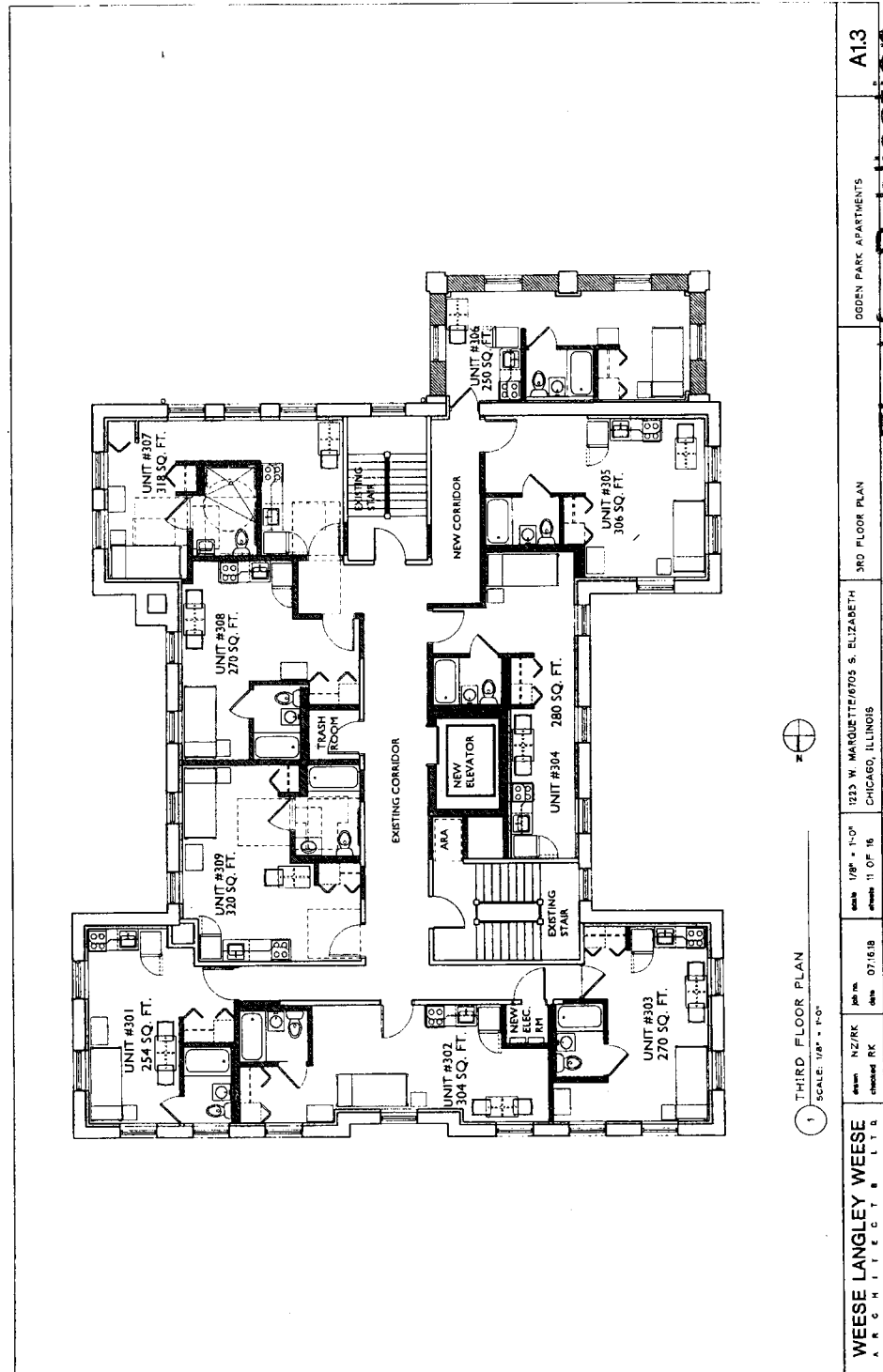




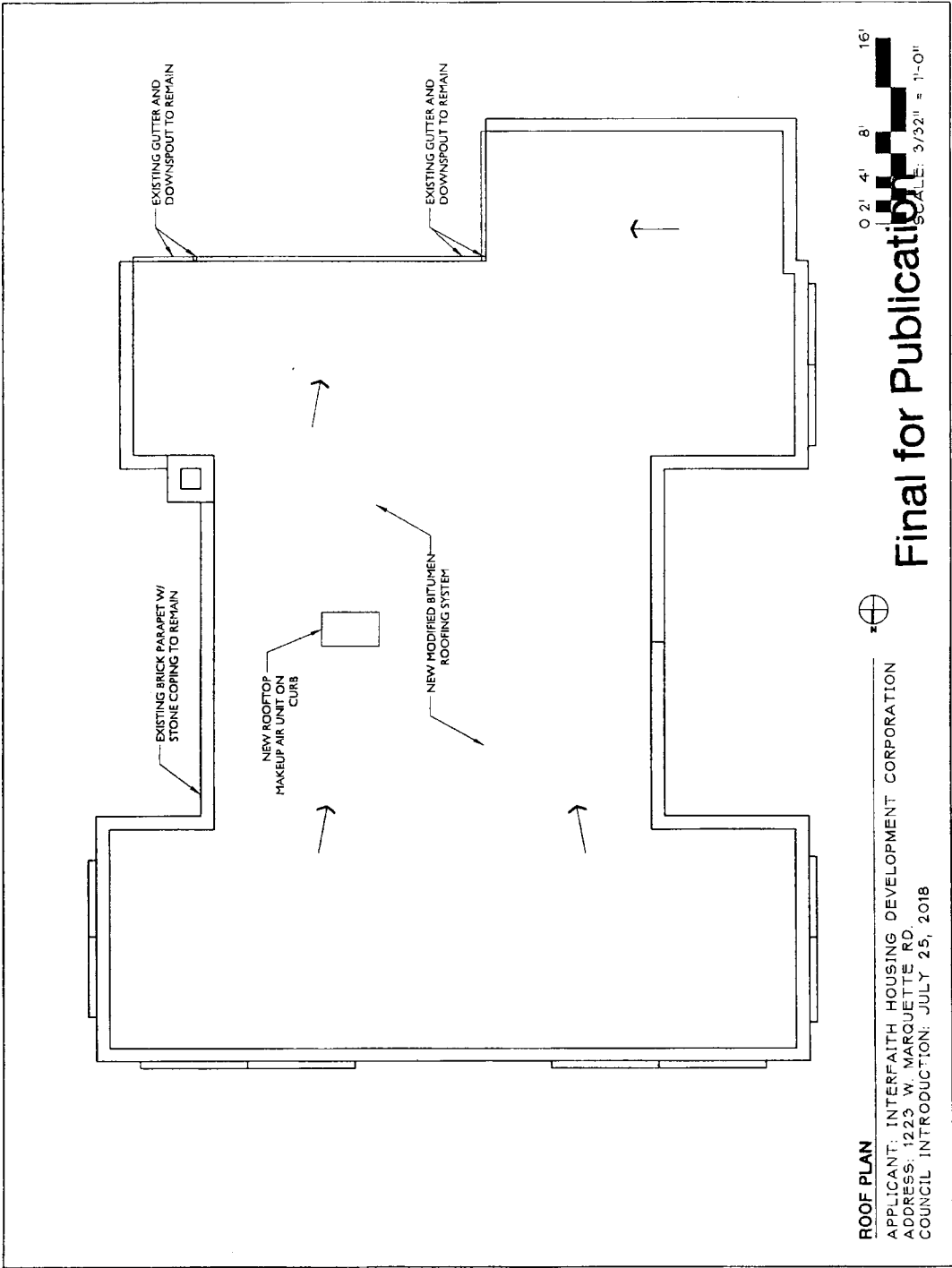
Final for Publication

WEESE LANGLEY WEESE ARCHITECT, LTD.		client N2/RK	date 07/16/18	scale 1/8" = 1'-0"	notes 10 01 16	2ND FLOOR PLAN	ODDEN PARK APARTMENTS	A1:2
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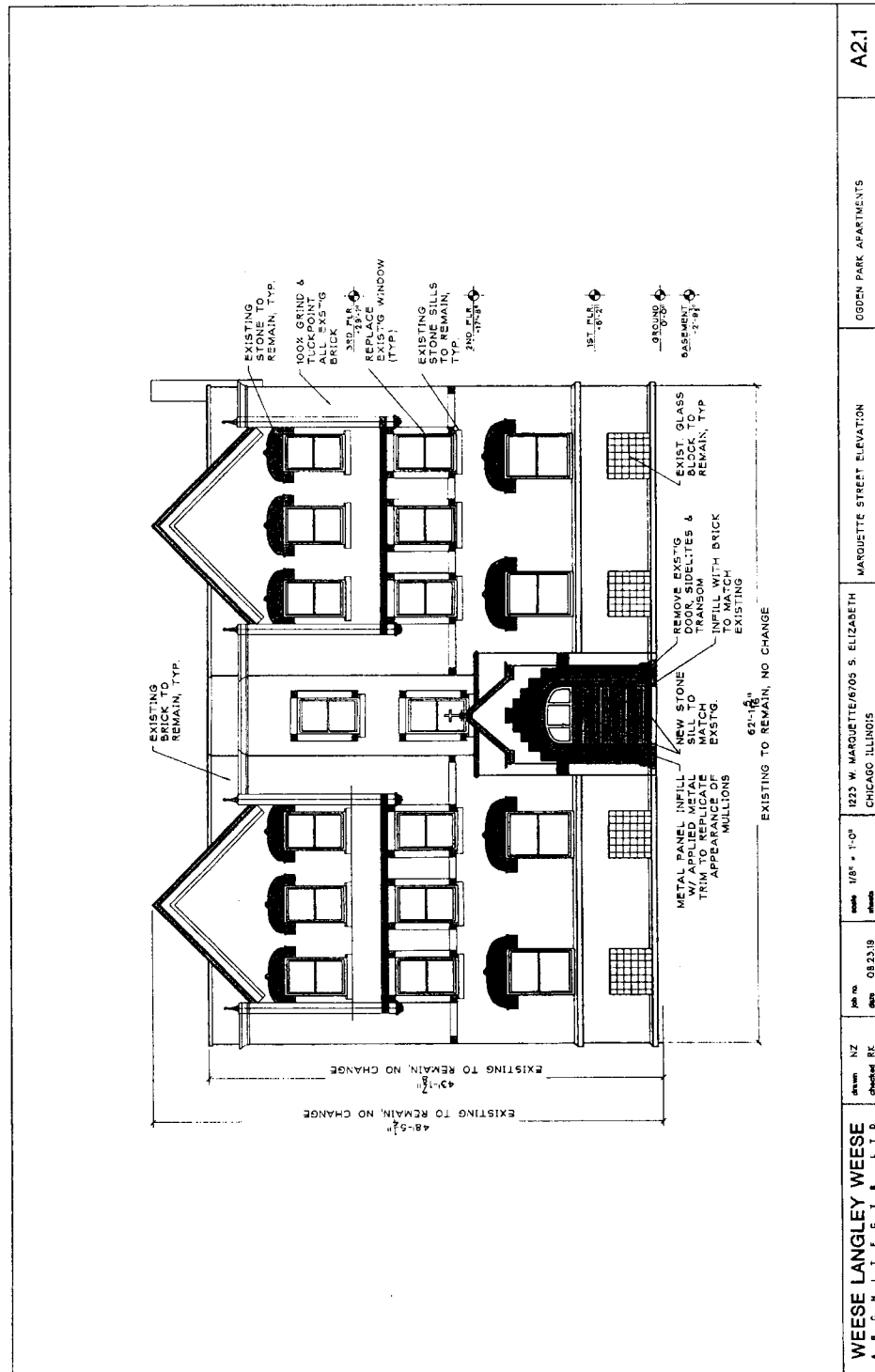




ROOF PLAN

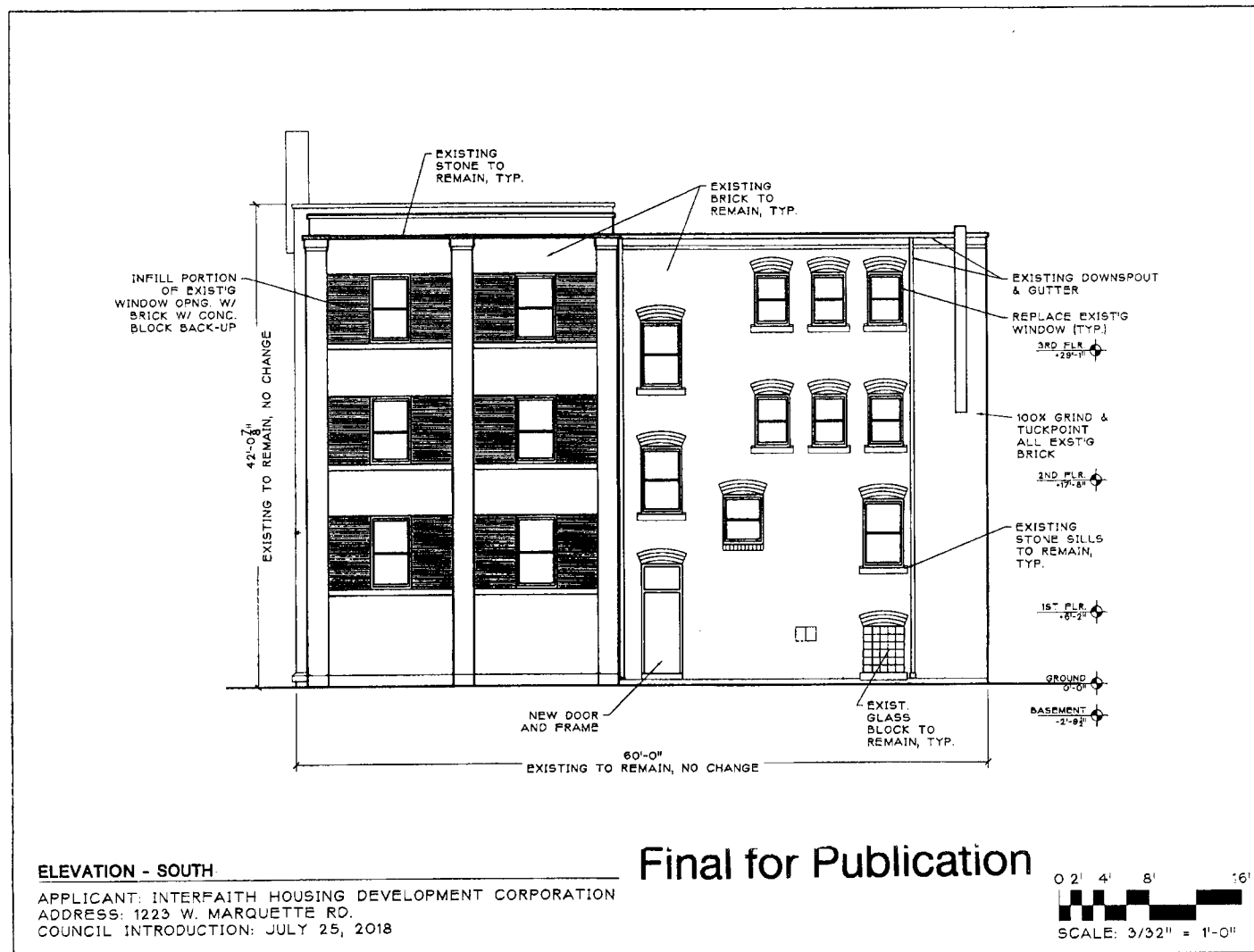
APPLICANT: INTERFAITH HOUSING DEVELOPMENT CORPORATION  
ADDRESS: 1223 W. MARQUETTE RD.  
COUNCIL INTRODUCTION: JULY 25, 2018



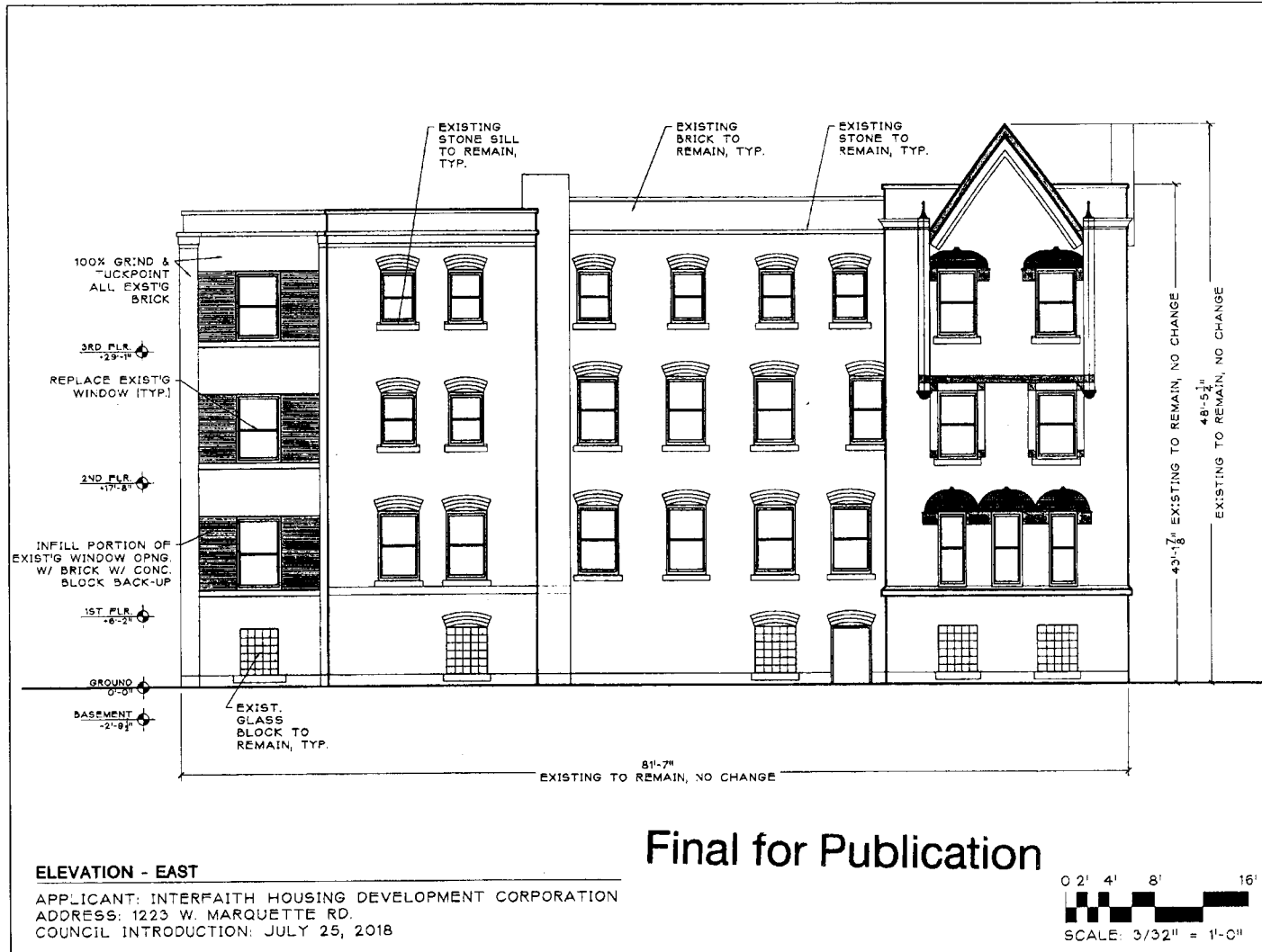


**Final for Publication**

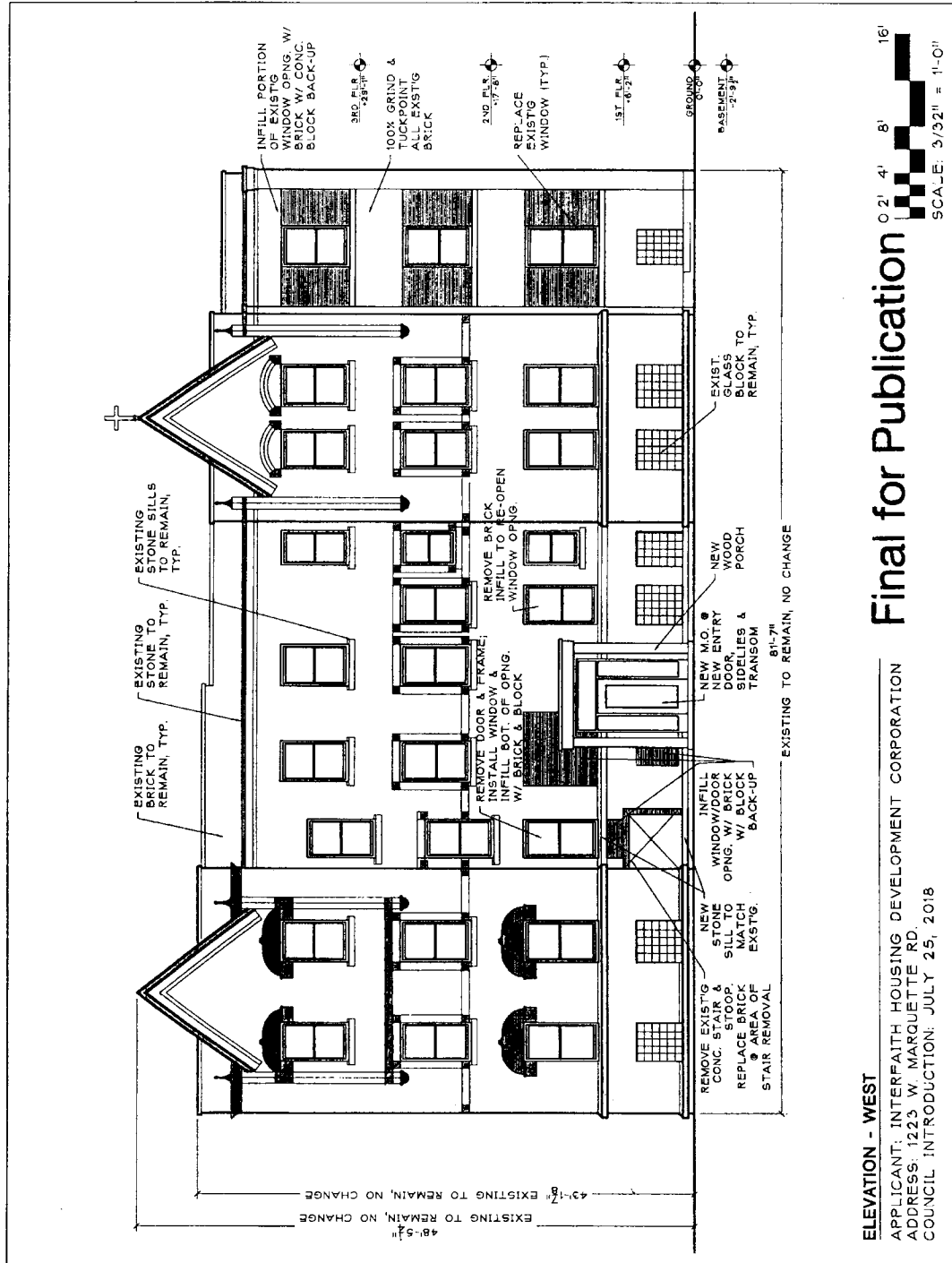




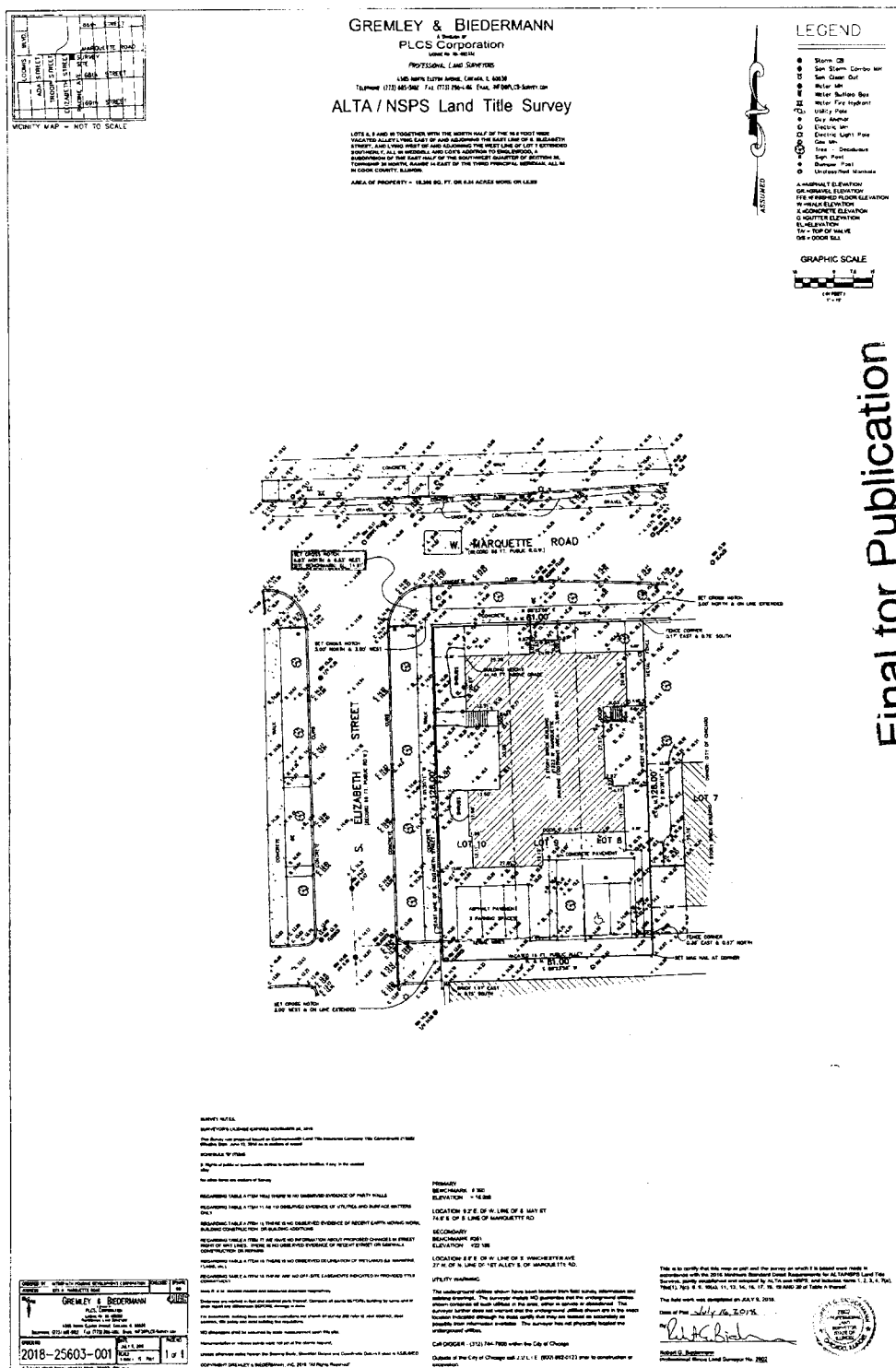














*Reclassification Of Area Shown On Map No. 16-G.*

(Application No. 20143)

(Common Address: 954 W. 71<sup>st</sup> St.)

[O2019-6807]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 16-G in the area bounded by:

a line 57.0 feet east of and parallel to South Morgan Street; West 71<sup>st</sup> Street; a line 32 feet east of and parallel to South Morgan Street; and the public alley next north of and parallel to West 71<sup>st</sup> Street,

to those of a B2-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 17-H.*

(Application No. 20136)

(Common Address: 2119 W. Touhy Ave.)

[O2019-6817]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 17-H in an area bounded by:

West Touhy Avenue; the public alley 154.04 feet west of the westerly line of North Ridge Road; the public alley first south of and parallel to West Touhy Avenue; and a line 215.85 feet west of the westerly line of North Ridge Road and perpendicular to West Touhy Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.



*Reclassification Of Area Shown On Map No. 28-G.*

(Application No. 20181)

(Common Address: 11500 S. Halsted St.)

[O2019-6857]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-G in the area bounded by:

West 115<sup>th</sup> Street; South Halsted Street; a line 200 feet south of and parallel to West 115<sup>th</sup> Street; and the alley next west of and parallel to South Halsted Street,

to those of a C1-1 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

(Committee Meeting Held October 15, 2019 At 2:00 P.M.)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 16, 2019.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on October 15, 2019 at 2:00 P.M., the following items were passed by a majority of the members present:

Page 1 contains the appointment of Maurice Cox as Commissioner of Planning and Development.



Page 1 also contains the appointment of Guacolda Reyes as a member of the Chicago Plan Commission.

Page 1 further contains the appointment of Paola Aguirre Serrano as a member of the Commission on Chicago Landmarks.

Page 1 further contains an amendment of Municipal Code Section 2-120-600 regarding Chicago Landmark Commission membership.

Page 1 further contains an amendment of Municipal Code Title 17 regarding cannabis-related activities.

Page 1 further contains amendment of Municipal Code Chapters 17-10 and 17-17 by adding new Sections 17-10-1011 and 17-17-0251.5 concerning electric vehicles and electric vehicle supply.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 4<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 27<sup>th</sup>, 35<sup>th</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 43<sup>rd</sup>, 44<sup>th</sup> and 46<sup>th</sup> Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):



3443 W. Addison St.  
(North Elevation)

[Or2019-436]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: AGC Addison Owner LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3443 West Addison Street, Chicago, Illinois 60618

Zoning District: Planned Development Number 534

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 27 feet, \_\_\_\_\_ inches; height, 4 feet, 5 inches  
Total square feet in area: 119.25 feet, \_\_\_\_\_ inches
6. Height above grade: 16 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: \_\_\_\_\_

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



3443 W. Addison St.  
(West Elevation)

[Or2019-437]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: AGC Addison Owner LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3443 West Addison Street, Chicago, Illinois 60618

Zoning District: Planned Development Number 534

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

1. On-premises:   X   Or Off-premises: \_\_\_\_\_
2. Static sign:   X   Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 27 feet, 1 inch; height, 5 feet, 10 inches  
Total square feet in area: 157.5 feet, \_\_\_\_\_ inches
6. Height above grade: 28 feet, 1 inch
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: \_\_\_\_\_

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*800 W. Belden Ave.*

[Or2019-438]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: DePaul University

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 800 West Belden Avenue, Chicago, Illinois 60614

Zoning District: Planned Development Number 2

DOB Sign Permit Application Number: 100840592

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 34 feet, 5 inches; height, 1 foot, 2 inches  
Total square feet in area: 40 feet,        inches
6. Height above grade: 29 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Poblocki Sign Company`

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*210 N. Carpenter St.*

[Or2019-336]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Google, Inc.

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 210 North Carpenter Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 1360

DOB Sign Permit Application Number: 100838035

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 26 feet, 0 inches; height, 4 feet, 0 inches  
Total square feet in area: 104 feet, 0 inches
6. Height above grade: 116 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East Elevation
8. Name of Sign Contractor/Erector: Identity Services LLC

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*3519 N. Clark St.*  
(Permit No. 100839399)

[Or2019-344]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Cheeky Monkey Addison Clark LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3519 North Clark Street, Chicago, Illinois 60657

Zoning District: Planned Development Number 1164

DOB Sign Permit Application Number: 100839399

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   2
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1142087
5. Dimensions: length, 2 feet, 4 inches; height, 16 feet, 4 inches  
Total square feet in area: 38 feet, 0 inches
6. Height above grade: 26 feet, 4 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Landmark Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



3519 N. Clark St.  
(Permit No. 100839400)

[Or2019-348]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Cheeky Monkey Addison Clark LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3519 North Clark Street, Chicago, Illinois 60657

Zoning District: Planned Development Number 1164

DOB Sign Permit Application Number: 100839400

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1142088
5. Dimensions: length, 23 feet, 0 inches; height, 6 feet, 10 inches  
Total square feet in area: 157 feet, 0 inches
6. Height above grade: 15 feet, 10 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Landmark Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*3519 N. Clark St.*  
(Permit No. 100839401)

[Or2019-347]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Cheeky Monkey Addison Clark LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3519 North Clark Street, Chicago, Illinois 60657

Zoning District: Planned Development Number 1164

DOB Sign Permit Application Number: 100839401

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1142088
5. Dimensions: length, 23 feet, 0 inches; height, 6 feet, 10 inches  
Total square feet in area: 157 feet, 0 inches
6. Height above grade: 15 feet, 10 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Landmark Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*3519 N. Clark St.*  
(Permit No. 100839402)

[Or2019-346]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Cheeky Monkey Addison Clark LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3519 North Clark Street, Chicago, Illinois 60657

Zoning District: Planned Development Number 1164

DOB Sign Permit Application Number: 100839402

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1142088
5. Dimensions: length, 26 feet, 5 inches; height, 6 feet, 10 inches  
Total square feet in area: 181 feet, 0 inches
6. Height above grade: 15 feet, 10 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Landmark Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*8101 S. Cottage Grove Ave.*

[Or2019-435]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Khalid, Mohammed

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 8101 South Cottage Grove Avenue, Chicago, Illinois 60619

Zoning District: B3-2

DOB Sign Permit Application Number: 100830660

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 29 feet, 0 inches; height, 4 feet, 0 inches  
Total square feet in area: 116 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): 16 feet
8. Name of Sign Contractor/Erector: Premier Design & Awnings, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*4646 S. Drexel Blvd.*  
(Permit No. 100840540)

[Or2019-366]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Blink Holdings, Inc.

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 4646 South Drexel Boulevard, Chicago, Illinois 60653

Zoning District: RM5

DOB Sign Permit Application Number: 100840540

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 30 feet, 2 inches; height, 5 feet, 0 inches  
Total square feet in area: 150 feet, 10 inches
6. Height above grade: 12 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South (Sign W1)
8. Name of Sign Contractor/Erector: H.M. Witt & Company Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



4646 S. Drexel Blvd.  
(Permit No. 100840543)

[Or2019-367]

**Ordered, That the City Council hereby approves the following sign application submitted by:**

**Applicant\*: Blink Holdings, Inc.**

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 4646 South Drexel Boulevard, Chicago, Illinois 60653

**Zoning District: RM5**

DOB Sign Permit Application Number: 100840543

### Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1

4. Projecting over the public way (Yes or No): No

If yes, Public Way Use Number: \_\_\_\_\_

5. Dimensions: length, 30 feet, 2 inches; height, 5 feet, 0 inches

**Total square feet in area: 150 feet, 10 inches**

6. Height above grade: 12 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East (Sign W2)
8. Name of Sign Contractor/Erector: H.M. Witt & Company Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*1001 W. Fulton Market.*

[Or2019-339]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Vequity

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1001 West Fulton Market, Chicago, Illinois 60607

Zoning District: Planned Development Number 1386

DOB Sign Permit Application Number: 100820220

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1140456
5. Dimensions: length, 11 feet, 0 inches; height, 3 feet, 7 inches  
Total square feet in area: 39 feet, 0 inches
6. Height above grade: 65 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: RGD Sign Service LLC

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



2290 S. Grove St.

[Or2019-368]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: IUOE Local 399

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2290 South Grove Street, Chicago, Illinois 60616

Zoning District: Planned Development Number 868

DOB Sign Permit Application Number: 100828411

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 24 feet, 2 inches; height, 4 feet, 0 inches  
Total square feet in area: 97 feet, 0 inches
6. Height above grade: 24 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Best View Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*670 W. Hubbard St.*

[Or2019-337]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: 670 West Hubbard LLC, in care of A. Anovitz

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 670 West Hubbard Street, Chicago, Illinois 60654

Zoning District: C1-5

DOB Sign Permit Application Number: 100834801

Sign Details:

1. On-premises: \_\_\_\_\_ Or Off-premises:   X
2. Static sign:   X   Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1141842
5. Dimensions: length, 12 feet, 6 inches; height, 25 feet, 0 inches  
Total square feet in area: 312 feet, 5 inches
6. Height above grade: 15 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Supreme Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



620 N. LaSalle Dr.

[Or2019-341]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Regus

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 620 North LaSalle Drive, Chicago, Illinois 60654

Zoning District: DX-7

DOB Sign Permit Application Number: 100827881

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1141257
5. Dimensions: length, 27 feet, 5 inches; height, 5 feet, 6 inches  
Total square feet in area: 151 feet,        inches
6. Height above grade: 95 feet,        inches
7. Elevation (side of building or lot where the sign will be erected): East Elevation
8. Name of Sign Contractor/Erector: Jones Sign Company, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*112 N. May St.*

[Or2019-338]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Coats US, Inc.

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 112 North May Street, Chicago, Illinois 60607

Zoning District: DX-3

DOB Sign Permit Application Number: 100826319

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   2
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1141197
5. Dimensions: length, 19 feet, 8 inches; height, 16 feet, 0 inches  
Total square feet in area: 315 feet, 0 inches
6. Height above grade: 25 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Landmark Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*646 N. Michigan Ave.*  
(Permit No. 100809159)

[Or2019-378]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Starbucks Roastery Reserve

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 646 North Michigan Avenue, Chicago, Illinois 60611

Zoning District: DX-16

DOB Sign Permit Application Number: 100809159

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1139129
5. Dimensions: length, 7 feet, 7 inches; height, 9 feet, 3 inches  
Total square feet in area: 70 feet, 0 inches
6. Height above grade: 44 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*646 N. Michigan Ave.*  
(Permit No. 100809164)

[Or2019-380]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Starbucks Roastery Reserve

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 646 North Michigan Avenue, Chicago, Illinois 60611

Zoning District: DX-16

DOB Sign Permit Application Number: 100809164

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1139129
5. Dimensions: length, 7 feet, 7 inches; height, 9 feet, 3 inches  
Total square feet in area: 70 feet, 0 inches
6. Height above grade: 44 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*646 N. Michigan Ave.*  
(Permit No. 100809165)

[Or2019-379]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Starbucks Roastery Reserve

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 646 North Michigan Avenue, Chicago, Illinois 60611

Zoning District: DX-16

DOB Sign Permit Application Number: 100809165

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1139129
5. Dimensions: length, 7 feet, 7 inches; height, 9 feet, 3 inches  
Total square feet in area: 70 feet, 0 inches
6. Height above grade: 44 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*919 W. Montrose Ave. And 4334 N. Hazel St.*

[Or2019-434]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Waterton Residential

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 919 West Montrose Avenue and 4334 North Hazel Street, Chicago, Illinois 60613

Zoning District: Planned Development Number 132

DOB Sign Permit Application Number: 100827119

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   2
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 2 feet, 8 inches; height, 10 feet,          inches  
Total square feet in area: 27 feet,          inches
6. Height above grade: 30 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Southwater Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*1001 W. North Ave.*  
(Permit No. 100801680)

[Or2019-342]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Weed – Sheffield LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1001 West North Avenue, Chicago, Illinois 60607

Zoning District: C-3

DOB Sign Permit Application Number: 100801680

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1137588
5. Dimensions: length, 15 feet, 9 inches; height, 1 foot, 8 inches  
Total square feet in area: 26 feet,        inches
6. Height above grade: 23 feet,        inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Billboards, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



1001 W. North Ave.  
(Permit No. 100819272)

[Or2019-340]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Weed – Sheffield LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1001 West North Avenue, Chicago, Illinois 60607

Zoning District: C-3

DOB Sign Permit Application Number: 100819272

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1137588
5. Dimensions: length, 15 feet, 9 inches; height, 1 foot, 8 inches  
Total square feet in area: 26 feet,        inches
6. Height above grade: 23 feet,        inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Billboards, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



58 E. Oak St.  
(Permit No. 100815200)

[Or2019-343]

**Ordered, That the City Council hereby approves the following sign application submitted by:**

**Applicant\*:** Cooper's Hawk Chicago LLC, doing business as Cooper's Hawk Winery & Restaurant

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

**Address of Sign:** 58 East Oak Street, Chicago, Illinois 60611

**Zoning District: DX-5**

DOB Sign Permit Application Number: 100815200

### Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 7 feet, 6 inches; height, 1 foot, 8 inches  
Total square feet in area: 12 feet, 6 inches
6. Height above grade: 23 feet, 3 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: International Contractors, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



58 E. Oak St.  
(Permit No. 100815204)

[Or2019-350]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Cooper's Hawk Chicago LLC, doing business as Cooper's Hawk Winery & Restaurant

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 58 East Oak Street, Chicago, Illinois 60611

Zoning District: DX-5

DOB Sign Permit Application Number: 100815204

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 9 feet, 3 inches; height, 2 feet, ½ inch  
Total square feet in area: 19 feet, 0 inches
6. Height above grade: 54 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: International Contractors, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*300 E. Ohio St.*  
(Permit No. 100834661)

[Or2019-373]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

**Applicant\*:** Hilton Grand Vacations Chicago Downtown

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 300 East Ohio Street, Chicago, Illinois 60611

Zoning District: DX-12

DOB Sign Permit Application Number: 100834661

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1141791
5. Dimensions: length, 42 feet, 4 inches; height, 3 feet, 0 inches  
Total square feet in area: 127 feet, 0 inches
6. Height above grade: 57 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Identity Services LLC

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*300 E. Ohio St.*  
(Permit No. 100836516)

[Or2019-374]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

**Applicant\***: Hilton Grand Vacations Chicago Downtown

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 300 East Ohio Street, Chicago, Illinois 60611

Zoning District: DX-12

DOB Sign Permit Application Number: 100836516

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 50 feet, 0 inches; height, 6 feet, 0 inches  
Total square feet in area: 300 feet, 0 inches
6. Height above grade: 17 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Identity Services LLC

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*565 W. Randolph St.*  
(Permit No. 100833415)

[Or2019-375]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Randolph Street Building Partners

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 565 West Randolph Street, Chicago, Illinois 60661

Zoning District: DX-7

DOB Sign Permit Application Number: 100833415

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1141763
5. Dimensions: length, 15 feet, 0 inches; height, 8 feet, 8 inches  
Total square feet in area: 130 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Thatcher Oaks

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*565 W. Randolph St.*  
(Permit No. 100833416)

[Or2019-376]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Randolph Street Building Partners

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 565 West Randolph Street, Chicago, Illinois 60661

Zoning District: DX-7

DOB Sign Permit Application Number: 100833416

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1141763
5. Dimensions: length, 15 feet, 0 inches; height, 8 feet, 8 inches  
Total square feet in area: 130 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Thatcher Oaks

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*565 W. Randolph St.*  
(Permit No. 100833417)

[Or2019-377]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Randolph Street Building Partners

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 565 West Randolph Street, Chicago, Illinois 60661

Zoning District: DX-7

DOB Sign Permit Application Number: 100833417

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1141763
5. Dimensions: length, 15 feet, 0 inches; height, 8 feet, 8 inches  
Total square feet in area: 130 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Thatcher Oaks

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



639 W. Roosevelt Rd.  
(North Elevation)

[Or2019-369]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Bob's Discount Furniture

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 639 West Roosevelt Road, Chicago, Illinois 60605

Zoning District: DS-3

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

1. On-premises:   X   Or Off-premises: \_\_\_\_\_
2. Static sign:   X   Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 26 feet, 3<sup>11</sup>/<sub>16</sub> inches; height, 2 feet, 10 inches  
Total square feet in area: 79.47 feet, \_\_\_\_\_ inches
6. Height above grade: 30 feet, 3 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: All Right Sign, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



639 W. Roosevelt Rd.  
(South Elevation)

[Or2019-370]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Bob's Discount Furniture

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 639 West Roosevelt Road, Chicago, Illinois 60605

Zoning District: DS-3

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

1. On-premises:   X   Or Off-premises: \_\_\_\_\_
2. Static sign:   X   Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 32 feet, 6 inches; height, 3 feet, 8<sup>3</sup>/<sub>8</sub> inches  
Total square feet in area: 121.28 feet, \_\_\_\_\_ inches
6. Height above grade: 44 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: All Right Sign, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



639 W. Roosevelt Rd.  
(West Elevation)

[Or2019-371]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Bob's Discount Furniture

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 639 West Roosevelt Road, Chicago, Illinois 60605

Zoning District: DS-3

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number:
5. Dimensions: length, 13 feet, 3¼ inches; height, 7 feet, 3 inches  
Total square feet in area: 96.62 feet,        inches
6. Height above grade: 41 feet, 3 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All Right Sign, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*1007 N. Rush St.*  
(Permit No. 100838632)

[Or2019-345]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Robert Smits, Frye Retail LLC The Frye Company

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1007 North Rush Street, Chicago, Illinois 60611

Zoning District: DX-5

DOB Sign Permit Application Number: 100838632

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   2
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1142074
5. Dimensions: length, 3 feet, 0 inches; height, 16 feet, 0 inches  
Total square feet in area: 48 feet, 0 inches
6. Height above grade: 28 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: The Holland Design Group, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*1007 N. Rush St.*  
(Permit No. 100838635)

[Or2019-349]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Robert Smits, Frye Retail LLC The Frye Company

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1007 North Rush Street, Chicago, Illinois 60611

Zoning District: DX-5

DOB Sign Permit Application Number: 100838635

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   2
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1142074
5. Dimensions: length, 3 feet, 0 inches; height, 16 feet, 0 inches  
Total square feet in area: 48 feet, 0 inches
6. Height above grade: 28 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: The Holland Design Group, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



331 W. Surf St.  
(Permit No. 100834854)

[Or2019-334]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Amita Health

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 331 West Surf Street, Chicago, Illinois 60657

Zoning District: Planned Development Number 1019

DOB Sign Permit Application Number: 100834854

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 30 feet, 0 inches; height, 7 feet, 5 inches  
Total square feet in area: 222 feet, 6 inches
6. Height above grade:        feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Icon Identity Solutions, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



331 W. Surf St.  
(Permit No. 100834855)

[Or2019-333]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Amita Health

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 331 West Surf Street, Chicago, Illinois 60657

Zoning District: Planned Development Number 1019

DOB Sign Permit Application Number: 100834855

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 18 feet, 0 inches; height, 5 feet, 10 inches  
Total square feet in area: 105 feet, 0 inches
6. Height above grade:        feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Icon Identity Solutions, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*7435 W. Talcott Ave.*

[Or2019-335]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Amita Health Resurrection Medical Center

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 7435 West Talcott Avenue, Chicago, Illinois 60631

Zoning District: Planned Development Number 72

DOB Sign Permit Application Number: 100836635

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   2
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 23 feet, 1 inch; height, 5 feet, 4 inches  
Total square feet in area: 123 feet,        inches
6. Height above grade: 1 foot, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Icon Identity Solutions, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*12600 S. Torrance Ave.*

[Or2019-332]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Ford Motor Company

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 12600 South Torrance Avenue, Chicago, Illinois 60633

Zoning District: Planned Manufacturing District Number 6

DOB Sign Permit Application Number: 100833918

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:
5. Dimensions: length, 36 feet, 6 inches; height, 15 feet, 5 inches  
Total square feet in area: 563 feet, 0 inches
6. Height above grade: 10 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*101 N. Wacker Dr.*

[Or2019-372]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: BAEV -- LaSalle Chicago North Wacker Drive LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 101 North Wacker Drive, Chicago, Illinois 60606

Zoning District: Planned Development Number 480

DOB Sign Permit Application Number: 100838030

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: 1142240
5. Dimensions: length, 28 feet, 5 inches; height, 1 foot, 11 inches  
Total square feet in area: 54 feet, 0 inches
6. Height above grade: 31 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Cushing

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*110 N. Wacker Dr.*  
(Permit No. 100834224)

[Or2019-330]

Ordered, That the City Council hereby approves the following sign application submitted by:

**Applicant\*: Bank of America**

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 110 North Wacker Drive, Chicago, Illinois 60606

Zoning District: Planned Development Number 1369

DOB Sign Permit Application Number: 100834224

**Sign Details:**

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 69 feet, 0 inches; height, 6 feet, 11 inches  
Total square feet in area: 477 feet, 0 inches
6. Height above grade: 796 feet, 11 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Olympik Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*110 N. Wacker Dr.*  
(Permit No. 100834226)

[Or2019-328]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Bank of America

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 110 North Wacker Drive, Chicago, Illinois 60606

Zoning District: Planned Development Number 1369

DOB Sign Permit Application Number: 100834226

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 22 feet, 1 inch; height, 2 feet, 2 inches  
Total square feet in area: 48 feet, 0 inches
6. Height above grade: 28 feet, 2 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Olympik Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*110 N. Wacker Dr.*  
(Permit No. 100834227)

[Or2019-329]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Bank of America

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 110 North Wacker Drive, Chicago, Illinois 60606

Zoning District: Planned Development Number 1369

DOB Sign Permit Application Number: 100834227

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 22 feet, 1 inch; height, 2 feet, 2 inches  
Total square feet in area: 48 feet, 0 inches
6. Height above grade: 28 feet, 2 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Olympik Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



*110 N. Wacker Dr.*  
(Permit No. 100834228)

[Or2019-331]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Bank of America

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 110 North Wacker Drive, Chicago, Illinois 60606

Zoning District: Planned Development Number 1369

DOB Sign Permit Application Number: 100834228

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 22 feet, 1 inch; height, 2 feet, 2 inches  
Total square feet in area: 48 feet, 0 inches
6. Height above grade: 28 feet, 2 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Olympik Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



***AGREED CALENDAR.***

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On motion of Alderman Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein-- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

***ALDERMAN DOWELL (3<sup>rd</sup> Ward):***

***COMMEMORATION OF OCTOBER 2019 AS "BLACK FINE ART MONTH".***

[R2019-724]

WHEREAS, Artists of color inspire the citizens of Chicago with the power of their imaginations, and create works that heal, uplift and transform our community; and

WHEREAS, Artists of color create works in all art forms that reflect a wide range of experiences and perspectives; and

WHEREAS, The appreciation of the full diversity and complexity of multicultural lives is crucial for the common good of our local, national, and international communities; and

WHEREAS, Multicultural artists play a leading role in shaping public attitudes about diversity and provide valuable role models for future generations; and

WHEREAS, Artists create work that touches our deepest emotions and build bridges among people of all ages, abilities, races, religions, and sexual preferences; and



WHEREAS, Pigment International™ in collaboration with The DuSable Museum of African American History, a Smithsonian affiliate, and in partnership with the bold gallerists, esteemed art purveyors, talented curators, and prominent arts organizations across Chicago, the country and globally has organized a new international holiday called Black Fine Art Month or BFAM, which is celebrated annually during October; and

WHEREAS, The celebration affords us a moment to toast those who revere the global Black art aesthetic; drive its value; and invest in the artists who continue to expand the definition of the Black art aesthetic; and

WHEREAS, Citizens of Chicago are joining with artists and art supporters around the world to celebrate the Black fine art aesthetic and its global impact during the inaugural Black Fine Art Month Celebration Kick-Off event on October 3, 2019; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly this 16<sup>th</sup> day of October 2019 A.D., do hereby commemorate October 2019 as Black Fine Art Month; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Pigment International™ and The DuSable Museum of African American History.

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*Presented By*

**ALDERMAN SAWYER (6<sup>th</sup> Ward):**

**TRIBUTE TO LATE DR. BOBBIE M. ANTHONY-PEREZ.**

[R2019-703]

WHEREAS, In His infinite wisdom, almighty God has granted eternal peace to Dr. Bobbie M. Anthony-Perez, an outstanding educator and exceptional community activist, on July 13, 2019 after a long and well-lived life; and

WHEREAS, On November 15, 1923, Dr. Anthony-Perez started that life in Macon, Georgia as Bobbie Cotton, born to the union of Maude Alice Lockett Cotton and Solomon Richard Cotton, Sr. Her family migrated to this city and settled in the Oakland neighborhood, Bobbie was educated in that community's public schools and worshiped with her family at Blackwell Memorial AME Zion Church where she remained a lifetime member; and



WHEREAS, Dr. Anthony-Perez was greatly influenced by the youth and cultural programs she attended at the renowned Abraham Lincoln Center designed by Frank Lloyd Wright that served a diverse population and crossed racial, socio-economic, ethnic and religious lines, which was unique for its time. She graduated from Englewood High School as class valedictorian and matriculated to DePaul University where she received a bachelor's and a master's degree in mathematics, another master's in psychology. At The University of Illinois, she earned a master's in education and mathematical research and was awarded her Ph.D. in measurement, evaluation and statistical analysis at the prestigious the University of Chicago that was the basis of her many honors including several National Science Foundation Fellowships; and

WHEREAS, As a lifelong advocate of educational and economic opportunities for all, Dr. Bobbie Anthony-Perez enjoyed an illustrious, three-decade tenure at Chicago State University where she was one of the founders of the Black Student Psychological Association through which she mentored many students. As an ardent civic activist, she devoted much of her time engaged with grassroots neighborhood and community organizations such as the Chatham Avalon Park Community Council and the Chatham Business Association. In conjunction with her late husband, Dr. Andrew Perez, an optometrist and Tuskegee Airman, she endowed scholarships for students pursuing careers in aviation and other fields; and

WHEREAS, Dr. Anthony-Perez had a keen sense of humor, outgoing personality and upbeat attitude which made her beloved by all with whom she worked. She became an active member of her Chatham neighborhood church, Ingleside-Whitfield United Methodist, where she served as a youth coordinator. Dr. Bobbie Anthony-Perez was preceded in passing by her husband, Dr. Andrew S. Perez; her brother, Solomon Richard Cotton, Jr.; three sisters, Willa Mae Cotton, Carronetta White and Fannie Hunter as well as a granddaughter, Stephanie Scott. She leaves behind to mourn her loss and cherish her memory, her daughter, Freida Chapman; grandchildren, Karla Scott, Jay Levit, and Chad Wiesenfeld; great-grandchildren, Alexander and Aiden Levit; nieces, Lynetta and Edrene White; a goddaughter, Ashley Garrison Hegwood; and a host of family and friends; and

WHEREAS, The Honorable Roderick Sawyer, Alderman of the 6<sup>th</sup> Ward, has informed this august body of the passing of this remarkable woman; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered together this 16<sup>th</sup> day of October 2019 A.D., do hereby express our sincere sorrow upon the passing of Dr. Bobbie M. Anthony-Perez and extend our deepest condolences to all her family and the many friends whose lives she touched; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Dr. Bobbie M. Anthony-Perez.



*Presented By*

**ALDERMAN QUINN (13<sup>th</sup> Ward):**

**TRIBUTE TO LATE FRANCISCA ALVARADO.**

[R2019-725]

WHEREAS, God in His infinite wisdom has called Francisca Alvarado to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Beloved mother Francisca (Pachita) Alvarado passed away peacefully in her home, 10 days shy of turning 90 years old. She is survived by her children Ramon, Elvia, Adelina, Miguel, Guillermina, Jacinto, Angelica, Cecilia and Zulema. She enjoyed being surrounded by her 22 grandkids, 22 great-grandkids and two step-great-grandkids. She was also deeply loved by both her sons- and daughters-in-law and a numerous amount of nieces and nephews; and

WHEREAS, Francisca touched the lives of many through her faith, hard work, charity, sense of humor, strength and caring heart. Her hobbies were knitting, crocheting and making traditional Mexican dishes like Tamales and Enchiladas Potosinas. Her cherished memories were seeing the family together. She wore family picnic T-shirts with pride; and

WHEREAS, Francisca is now in heaven joined by her husband Ramon, her parents, siblings, daughter-in-law, and many other family members and friends. She will be deeply missed; and

WHEREAS, Francisca Alvarado leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 16<sup>th</sup> of October 2019, do hereby express our sorrow on the death of Francisca Alvarado and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Francisca Alvarado.

---

**TRIBUTE TO LATE AGNES R. BILEK.**

[R2019-700]

WHEREAS, God in His infinite wisdom has called Agnes R. Bilek to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and



WHEREAS, Agnes R. Bilek, (nee McFee), beloved wife of the late Norman "Bud" Bilek; loving mother of Cathy (the late Ken) Keselica, Frank (Linda), John (Robin), Norman "Noisey" (Cindy), Joe (Cathy) and the late Michael "Mickey" Bilek; devoted grandmother of Barbara and Kenny Keselica, Frankie Bilek, Cathy (Nick) Leno, Jenny Ponzetti, Robyn, Cassey, Johnny, Kevin, Bridget, Nicole, Blaine, Alex, Hanna and Norm Bilek; cherished great-grandmother of Benjamin, Greyson and Callie; dear sister of the late John (Phyllis) McFee, Sheila (Tom) Brennan, Mary (Charles) Warner, Chuck McFee and Ed (Lois) McFee; fond sister-in-law of Rita McFee; dearest aunt of many nieces and nephews. Agnes will be sorely missed by Faith Marren and many loving relatives and friends. Agnes worked in the lunch room at St. Mary Star of the Sea School for many of years; and

WHEREAS, Agnes R. Bilek leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 16<sup>th</sup> day of October 2019, do hereby express our sorrow on the death of Agnes R. Bilek and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Agnes R. Bilek.

---

*TRIBUTE TO LATE GRACE E. CANTONE.*

[R2019-701]

WHEREAS, God in His infinite wisdom has called Grace E. Cantone to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Grace E. Cantone (nee Sorfleet), of Orland Park, passed away at the age of 101 on September 6, 2019. Beloved wife of the late Antimo J. "Dom" Cantone, former 13<sup>th</sup> Ward Democratic committeeman; loving mother of Robert (Kathleen Maida) Cantone; devoted grandmother of Jason (Keri Marie) Cantone and Rebecca (Erin Boyd) Cantone; dear great-grandmother of Zander and Everett Cantone; cherished sister of the late John (the late Eleanor) Sorfleet, the late William (the late Francis) Sorfleet, the late Irene Sorfleet and the late June (the late Robert) Crowley; devoted daughter of the late John and Isabel Sorfleet; fond aunt of many nieces, nephews, grandnieces and grandnephews. Born May 3, 1918 in Chicago, Grace was a former sales clerk, administrative assistant for the Chicago Board of Mental Health and former 15<sup>th</sup> Ward Democratic committeewoman. Always concerned and caring, she will be missed; and



WHEREAS, Grace E. Cantone leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 16<sup>th</sup> day of October 2019, do hereby express our sorrow on the death of Grace E. Cantone and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Grace E. Cantone.

---

*TRIBUTE TO LATE JONATHAN C. RAMIREZ.*

[R2019-702]

WHEREAS, God in His infinite wisdom has called Jonathan C. Ramirez to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Jonathan C. Ramirez, CFD member of Chicago Fire Department Bureau of Logistics. Beloved husband of Paula, nee Balnis. Loving father of David (fiancée Princess Karen Galano) Ramirez, Jason (Samantha) Ramirez and Vanessa (fiancée Edward Kodatt) Ramirez. Proud grandfather of Rylann. Cherished son of Sharon Ramirez and stepson of Ross Haynes. Jonathan will be missed by his many family members, friends and fellow firemen. He was a member of Firefighters Local Number 2; and

WHEREAS, Jonathan C. Ramirez leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 16<sup>th</sup> day of October 2019, do hereby express our sorrow on the death of Jonathan C. Ramirez and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Jonathan C. Ramirez.

---

*TRIBUTE TO LATE CHARLES J. ROHACIK, JR.*

[R2019-726]

WHEREAS, God in His infinite wisdom has called Charles J. Rohacik, Jr. to his eternal reward; and



WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Charles J. Rohacik, Jr. was born into this life on November 5, 1979, in Chicago, Illinois, and passed into the next on September 27, 2019; and

WHEREAS, Charles is survived by his mother Janice Bryan-Rohacik, father Charles J. Rohacik, Sr., retired CPD Number 022 (Bonnie Hatfield); brother William and niece Isabella Rose Rohacik of Oklahoma City. Chuckie also leaves behind many loving aunts, uncles, and cousins. Godfather to sweet Fiona Murphy; and

WHEREAS, Chuckie had many friends that shared in his love of music and concerts. Chuck loved his work as a behavioral therapist and cared a great deal for his clients; and

WHEREAS, Charles J. Rohacik, Jr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 16<sup>th</sup> day of October 2019, hereby express our sorrow on the death of Charles J. Rohacik, Jr. and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Charles J. Rohacik, Jr.

---

*CONGRATULATIONS EXTENDED TO CHRISTOPHER GOMEZ, SR. AND EDITH GOMEZ ON BIRTH OF SON, ISAAC CHRISTOPHER GOMEZ.*

[R2019-727]

WHEREAS, Almighty God in His infinite wisdom has blessed retired Chicago Fire Department, and disabled United States Army Infantry veteran, Christopher Gomez, Sr. and Edith Gomez with his inheritance, Isaac Christopher Gomez, a miracle, born on July 1, 2019, 22½ inches long and 7 pounds and 15 ounces; and

WHEREAS, Isaac is preceded in death by his brother, Christopher, Jr. who was born again of the Spirit and a native born resident of Chicago and decorated second generation firefighter/EMT, who was called home by our Lord God and Savior Jesus Christ during 2014 at 24 years of age; also his grandmother, Ruth in 1975 and aunt Katherine in 2019, who were both sanctified; and

WHEREAS, Isaac has two more brothers, Josiah and Elijah Joshua; and

WHEREAS, Isaac is a bloodline descendent of Captain Myles Standish of the Mayflower; and



WHEREAS, Isaac is a member of the National Society of the Sons of the American Revolution and the Illinois Society of the Sons of the American Revolution, Ft. Dearborn Chapter in Chicago; and

WHEREAS, Isaac is a descendent of French-Indian War and Revolutionary War patriots Robert Muzzy, Sr. and Robert Muzzy, Jr., Thomas Standish and numerous other patriots who have served in every major American war and some having made the ultimate sacrifice; and

WHEREAS, With God all things are possible, according to His will; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby congratulate Christopher, Sr. and Edith on the birth of their son Isaac; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Christopher, Sr. and Edith Gomez.

---

*Presented By*

**ALDERMAN BURKE (14<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO POLICE OFFICER RICK R. CABALLERO  
ON RETIREMENT.**

[R2019-712]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Rick R. Caballero, Star Number 11141, began his illustrious career with the Chicago Police Department on August 4, 1997; and

WHEREAS, Rick R. Caballero officially retired on September 16, 2019, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Rick R. Caballero devoted 22 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Rick R. Caballero on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 22 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Rick R. Caballero.

---

**CONGRATULATIONS EXTENDED TO POLICE OFFICER JOSEPH J. CIUS ON RETIREMENT.**

[R2019-713]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Joseph J. Cius, Star Number 16567, began his illustrious career with the Chicago Police Department on September 5, 1995; and

WHEREAS, Joseph J. Cius officially retired on January 16, 2019, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Joseph J. Cius devoted 22 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Joseph J. Cius on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 22 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Joseph J. Cius.

---

**CONGRATULATIONS EXTENDED TO POLICE SERGEANT JANET J. COMISKEY  
ON RETIREMENT.**

[R2019-711]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Janet J. Comiskey, Star Number 1747, began her illustrious career with the Chicago Police Department on December 14, 1998; and

WHEREAS, Janet J. Comiskey officially retired on May 16, 2019, as a sergeant assigned to the 008<sup>th</sup> District; and

WHEREAS, Janet J. Comiskey devoted over 19 years of her life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Janet J. Comiskey on the occasion of her retirement for her dedication, professionalism and personal sacrifice that she provided during her over 19 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Janet J. Comiskey.

---

**CONGRATULATIONS EXTENDED TO POLICE LOCKUP KEEPER VICTOR A. EL  
ON RETIREMENT.**

[R2019-714]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Victor A. El began his illustrious career with the Chicago Police Department on June 1, 1990; and

WHEREAS, Victor A. El officially retired on December 1, 2019, as a lockup keeper assigned to the 008<sup>th</sup> District; and

WHEREAS, Victor A. El devoted 29 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Victor A. El on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 29 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Victor A. El.

---

**CONGRATULATIONS EXTENDED TO POLICE OFFICER RANDAL L. KING ON RETIREMENT.**

[R2019-715]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Randal L. King, Star Number 18502, began his illustrious career with the Chicago Police Department on October 3, 1994; and

WHEREAS, Randal L. King officially retired on May 16, 2019 as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Randal L. King devoted over 23 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Randal L. King on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his over 23 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Randal L. King.

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**CONGRATULATIONS EXTENDED TO POLICE OFFICER DAVID J. KOSIEWICZ ON RETIREMENT.**

[R2019-716]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, David J. Kosiewicz, Star Number 17256, began his illustrious career with the Chicago Police Department on December 5, 1988; and

WHEREAS, David J. Kosiewicz officially retired on April 16, 2019 as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, David J. Kosiewicz devoted 29 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to David J. Kosiewicz on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 29 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to David J. Kosiewicz.

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**CONGRATULATIONS EXTENDED TO POLICE OFFICER RICHARD A. MAHONEY  
ON RETIREMENT.**

[R2019-717]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Richard A. Mahoney, Star Number 5549, began his illustrious career with the Chicago Police Department on July 14, 1986; and

WHEREAS, Richard A. Mahoney officially retired on October 16, 2019, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Richard A. Mahoney devoted 33 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Richard A. Mahoney on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 33 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Richard A. Mahoney.

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**CONGRATULATIONS EXTENDED TO POLICE OFFICER ROBIN M. MAHONEY  
ON RETIREMENT.**

[R2019-718]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Robin M. Mahoney, Star Number 2850, began her illustrious career with the Chicago Police Department on April 13, 1998; and

WHEREAS, Robin M. Mahoney officially retired on May 16, 2019, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Robin M. Mahoney devoted 21 years of her life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Robin M. Mahoney on the occasion of her retirement for her dedication, professionalism and personal sacrifice that she provided during her 21 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Robin M. Mahoney.

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**CONGRATULATIONS EXTENDED TO POLICE SERGEANT MICHAEL J. MARTIN  
ON RETIREMENT.**

[R2019-719]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Michael J. Martin, Star Number 1891, began his illustrious career with the Chicago Police Department on December 22, 1986; and

WHEREAS, Michael J. Martin officially retired on May 09, 2019, as a sergeant assigned to the 008<sup>th</sup> District; and

WHEREAS, Michael J. Martin devoted 31 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Michael J. Martin on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his over 31 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Michael J. Martin.

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**CONGRATULATIONS EXTENDED TO POLICE OFFICER JOHN J. MC GOVERN ON RETIREMENT.**

[R2019-720]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, John J. McGovern, Star Number 18856, began his illustrious career with the Chicago Police Department on January 3, 1995; and

WHEREAS, John J. McGovern officially retired on January 16, 2019, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, John J. McGovern devoted 24 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to John J. McGovern on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 24 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to John J. McGovern.

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**CONGRATULATIONS EXTENDED TO POLICE FIELD TRAINING OFFICER  
JACQUELINE R. REGAN ON RETIREMENT.**

[R2019-721]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Jacqueline R. Regan, Star Number 13079, began her illustrious career with the Chicago Police Department on August 4, 1997; and

WHEREAS, Jacqueline R. Regan officially retired on August 16, 2019, as a field training officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Jacqueline R. Regan devoted 22 years of her life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Jacqueline R. Regan on the occasion of her retirement for her dedication, professionalism and personal sacrifice that she provided during her 22 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jacqueline R. Regan.

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**CONGRATULATIONS EXTENDED TO POLICE ADMINISTRATIVE ASSISTANT III  
PATRICIA W. SANTIAGO ON RETIREMENT.**

[R2019-722]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Patricia W. Santiago began her illustrious career with the Chicago Police Department on March 1, 1978; and

WHEREAS, Patricia W. Santiago officially retired on July 1, 2019, as an Administrative Assistant III assigned to the 008<sup>th</sup> District; and

WHEREAS, Patricia W. Santiago devoted 41 years of her life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Patricia W. Santiago on the occasion of her retirement for her dedication, professionalism and personal sacrifice that she provided during her 41 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Patricia W. Santiago.

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**CONGRATULATIONS EXTENDED TO POLICE OFFICER ROBERT V. THOMSEN  
ON RETIREMENT.**

[R2019-723]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and



WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Robert V. Thomsen, Star Number 2904, began his illustrious career with the Chicago Police Department on November 22, 1993; and

WHEREAS, Robert V. Thomsen officially retired on August 16, 2019, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Robert V. Thomsen devoted 26 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Robert V. Thomsen on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 26 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Robert V. Thomsen.

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*Presented By*

**ALDERMAN BROOKINS (21<sup>st</sup> Ward):**

**TRIBUTE TO LATE ANNETTE BUTLER.**

[R2019-728]

WHEREAS, Mrs. Annette Butler was called home by her Sovereign God "Come for I have prepared a place specifically for thee, a mansion designed with precious rubies, flawless diamonds and distinctive pearls. As you cross the threshold of your new home there you will find bookshelves filed with framed photographs of the lives that you have touched". Immediately, a single tear drop streamed down her face and her soul connected with Jesus. The Angels stood by Heaven's Gate and shouted, "Glory to God for her arrival".



WHEREAS, Everyone that knew Mrs. Annette Butler from far and near can attest to the pure love and friendship shown between her confidante and soul mate of 60 years her devoted husband, the Honorable Cook County Commissioner Jerry "Iceman" Butler. She was an amazing Woman of Faith and believed strongly in caring for the needs of her family on a consistent basis. Such a testament to the Proverbs 31 Woman God created Mrs. Annette Butler to be; and

WHEREAS, The Bible says, that our gift will make room for us and bring us before great men. Mrs. Annette Butler was a very talented woman. She enjoyed sharing her euphonious voice in song with Cook County Commissioner Butler and played the piano numerous times with a family group bearing her nickname, "The Bunny Smith Trio". Mrs. Annette Butler truly dedicated her time to things that brought untainted joy to the lives of every person she encountered; and

WHEREAS, It is my prayer for the Honorable Cook County Commissioner Jerry "Iceman" Butler; sons, Randy and Anthony; sister, Susan Hicks; brother, Earl Smith; and every grandchild and great-grandchild, friend, neighbor and associate that in this season of your lives you will find strength in one another. Peace for your weary souls and a determination to show the love of God to all mankind. As you emulate the legacy of Mrs. Annette Butler; remember every obstacle placed in your path is a stepping stone used to push you closer to your divine destiny; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council will meet on Wednesday, October 16, 2019 A.D. to express their sincere condolences on the passing of Mrs. Annette Butler; and

*Be It Further Resolved*, That this resolution was prepared by 21<sup>st</sup> Ward Alderman Howard B. Brookins, Jr. and a more suitable copy will be presented at a later date to the family of Mrs. Annette Butler.

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TRIBUTE TO LATE LEONARD MC KINNON.

[R2019-729]

WHEREAS, Mr. Leonard "Sarge" McKinnon was called home by the Great I AM on Sunday, September 29, 2019. Mr. McKinnon was a man of tremendous faith and undeniable integrity. He served faithfully as president of the 1300 West 97<sup>th</sup> Place Block Club and consistently advocated for the needs of his community. Mr. McKinnon was a true gentleman; he walked in undeniable integrity, and fought relentlessly for equitable fairness for people without an utter complaint; and

WHEREAS, Some people will remember Mr. Leonard "Sarge" McKinnon for his mouthwatering entrees and delicious desserts that would put some of Chicago's finest restaurants immediately out of business. Other people will reflect on the days he shared



intense words of wisdom with young men on street corners, assisted an elderly person up the stairs with their groceries or even shoveled the snow in front of several neighbors' homes. Sarge knew how to take the bull by the horns in any community and create a safe place for all to live and enjoy. Truly, Mr. Leonard "Sarge" McKinnon's lifestyle emulated a man after God's own heart; and

WHEREAS, There are so many wonderful things that we can expound upon regarding the life of this gracious man, note, Mr. Leonard "Sarge" McKinnon fought a good fight. He lived by faith and not by sight. He was a warrior and leader to the very end. No matter the trials and tribulations he faced Mr. Leonard "Sarge" McKinnon believed that positive change would come to those that persevere through it all. Mr. Leonard "Sarge" McKinnon was my constituent. Today, I am beyond grateful for our time of interaction and deep-thought out conversations; and

WHEREAS, As we wipe tears from our eyes, let us not say good-bye but instead let us hold close to our hearts that one day, if we live right before our Heavenly Father, there's a day that we will be caught up in the air and meet our dear friend, Mr. Leonard "Sarge" McKinnon again; now, therefore,

*Be It Resolved*, That the Mayor and the members of City Council will meet on Wednesday, October 16, 2019 A.D. to express their heartfelt condolences on the passing of Mr. Leonard "Sarge" McKinnon; and

*Be It Further Resolved*, That this resolution was prepared by 21<sup>st</sup> Ward Alderman Howard B. Brookins, Jr. and a more suitable copy will be presented to the family of Mr. Leonard "Sarge" McKinnon, at a later date.

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CONGRATULATIONS EXTENDED TO PASTOR CLARENCE GEORGE AND CO-PASTOR CHERISE GEORGE ON 22<sup>ND</sup> WEDDING ANNIVERSARY AND 15<sup>TH</sup> ANNIVERSARY AS PASTORS OF UPON THIS ROCK OUTREACH MINISTRIES.

[R2019-730]

WHEREAS, I am truly honored and overwhelmed with joy as I acknowledge this anointed couple: Pastor Clarence George and Co-Pastor Cherise George on their 22<sup>nd</sup> year wedding anniversary and 15 years as pastors at Upon This Rock Outreach Ministries. Your servitude in ministry as a married couple speaks volumes to everyone who serves alongside of you; and

WHEREAS, Your undying love for one another exudes peace and a joy to serve others above yourselves. On October 26, 2019, at Grace Memorial Missionary Baptist Church, cancer survivors will come together from far and near to celebrate the prayers of healing,



strength and unspeakable joy they have experienced in their lives. Thank you Pastor Clarence George and Co-Pastor Cherise George for following the vision that God has given you to fulfill the Lord's work within the Body of Christ; and

WHEREAS, It is my sincere hope for everyone attending this auspicious event will take delight in knowing, "God is not a man that HE would lie about HIS word. If the holy scriptures professes it, you can trust that HE will fulfill HIS promises to you". So hold on to your faith in Jesus and the very hope that is spoken about in the Book of Hebrews Chapter 11 verse 1: For faith is the substance of things hoped for and the evidence of things unseen. Thank you for showing the world what victorious looks like daily; and

WHEREAS, It is only appropriate to say that every letter in Pastor Clarence George and Co-Pastor Cherise last name (George) stands for something: G stands for Gracious for always showing kindness to those in need. E stands for Effective in everything that you have set your minds out to accomplish. O stands for Optimistic when others have given up hope you both remain faithful to God's word. R stands for Realistic about issues that oftentimes people have overlooked. G stands for Genuine it's the true expression of love shown between the both of you. E stands for Encouraging for your journey of serving the Lord without complaint has caused many to dedicate their lives to Jesus; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, will gather together on the 16<sup>th</sup> day of October 2019 A.D., to celebrate Pastor Clarence George and Co-Pastor Cherise George their divine appointment to serve alongside of one another every day of their lives; and

*Be It Further Resolved*, That a more suitable copy of this resolution will be prepared and presented to Pastor Clarence George and Co-Pastor Cherise George at a later date.

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**DECLARATION OF OCTOBER 12, 2019 AS "DORIS (DORIE) MILLER DAY" FOR WORLD WAR II MARITIME HEROICS.**

[R2019-706]

WHEREAS, Dorie Miller Post 915, The American Legion, Department of Illinois is an organization of wartime veterans who have dedicated themselves to the service of the community, state and nation and also dedicated to building a proper monument to honor Navy seaman Doris "Dorie" Miller; and

WHEREAS, The "Dorie Miller Day" was celebrated at the Jesse Brown VA Medical Center on June 12, 2019 to recognize his valiant devotion to duty December 7, 1941; and

WHEREAS, Doris "Dorie" Miller, now known all over the country for his heroic action aboard the USS West Virginia December 7, 1941, accepted a request for him to join the



direct marketing effort to raise war bonds for desperate military battles and successfully encouraged supporters nationwide to contribute; and

WHEREAS, Dorie Miller, a U.S. Navy Messman aboard the USS West Virginia when the Japanese attacked Pearl Harbor in 1941, without any formal training in naval gunnery and after pulling a wounded officer and several of his fellow shipmates to safety, he manned an anti-aircraft machine gun and shot down four enemy planes while damaging several others. For this action and his heroic efforts, Dorie Miller was awarded the Navy Cross by Admiral Chester Nimitz; and

WHEREAS, Dorie Miller was one of the first heroes of WWII and his heroism, in part, helped the movement to desegregate the Armed Forces by proving that African Americans were suitable for combat duty; and

WHEREAS, Dorie Miller, after serving in the effective capacity of helping to raise financial support, he gallantly requested to be transferred back to active battle; and

WHEREAS, Dorie Miller was assigned to the aircraft carrier USS Liscome Bay where he joined the eons as a result of his ship being torpedoed by the Japanese Navy; now, therefore,

*Be It Resolved*, That the City of Chicago, Illinois recognizes October 12, 2019 A.D., as "Doris (Dorie) Miller Day", with the expressed hope this honor will encourage the ultimate mission of the Chicago Dorie Miller American Legion Post, which is to secure the Congressional Medal of Honor for Doris (Dorie) Miller, posthumously; and

*Be It Further Resolved*, That the members of City Council agree this resolution should take effect 30 days after its passage and publication.

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*CONGRATULATIONS EXTENDED TO DEACON OFFICER CAD SHANNON ON 75<sup>TH</sup> BIRTHDAY.*

[R2019-731]

WHEREAS, It is with great privilege to pay a "Special Tribute" to Deacon Officer Cad Shannon as we thank the Lord for allowing us to recognize his most recent 75<sup>th</sup> birthday. Deacon Officer Cad Shannon is noted as a major pillar in the City of Chicago and across several state lines. His life exemplifies a person of Godly character. He continuously places himself on the frontline to serve others above his own personal needs. Deacon Officer Cad Shannon is an astute teacher of scripture and can easily decipher the truth from fiction in any given circumstance. Deacon Officer Cad Shannon is an absolute wonderful friend, brother in the Lord, family man, neighbor and someone that others admire and desire to emulate every moment of the day; and



WHEREAS, Deacon Officer Cad Shannon has diligently served in areas that most could not handle. He is a well-respected Vietnam Veteran and a man who spent incalculable hours working with the Chicago Police Department serving in this capacity for 33 years with the Mass Transit Unit before his retirement. He served in both positions with a spirit of integrity, faith in the Lord and an urgent desire to complete every assignment with a display of pure excellence. His appointment as deacon at Upon This Rock Outreach Ministries Incorporated is another testament of his faithfulness to prayer, fasting and love to follow his Lord and Savior Jesus Christ at all cost; and

WHEREAS, It is my hope that we never forget the spiritual and financial contributions he's made for the betterment of the church and the community in which we all reside; for he's always given to us without murmuring or complaint. As Deacon Officer Cad Shannon enjoys the fruits of his labor in this season of his life, I pray God will bless him and his household exceedingly, abundantly and above all that he could ever ask for or think. For I want the blessings of the Lord to overwhelm Deacon Officer Cad Shannon for the rest of his days; and

WHEREAS, There are not enough words to genuinely express my gratitude for your life I am so very humbled by this moment to publicly share my heartfelt sentiments about the amazing man of God that you have always been. Therefore, I hope that you will get to enjoy some time away on your favorite island, a stay at a magnificent hotel or a day of complete, and total rest because it so well deserved and more; now, therefore,

*Be It Resolved*, That the Mayor and the members of City Council will meet on the 16<sup>th</sup> day of October 2019 A.D. to celebrate the 75<sup>th</sup> birthday of Deacon Officer Cad Shannon; and

*Be It Further Resolved*, That this proclamation was prepared by 21<sup>st</sup> Ward Alderman Howard B. Brookins, Jr. and a more suitable copy will be presented, at a later date to Deacon Officer Cad Shannon.

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*GRATITUDE EXTENDED TO DELECE WILLIAMS ON 25<sup>TH</sup> ANNIVERSARY OF ESTABLISHMENT OF KIDZ KORNER AND FOR ENRICHMENT PROVIDED TO LIVES OF UNDERPRIVILEGED YOUTH.*

[R2019-732]

WHEREAS, It is with great privilege to honor Delece Williams, the founder and producer of Kidz Korner, NFP, an organization that has served thousands of underprivileged youth and their respective families within the boundaries of the 21<sup>st</sup> Ward, across the City of Chicago and beyond the State of Illinois. As a result of Delece Williams' undying passion and dedication to youth of different ethnic backgrounds, beliefs and the communities in which Kidz Korner serves, it has reached another pinnacle. Today, I am



proud to be a part of Delece Williams' 25<sup>th</sup> year anniversary of serving as a leader and visionary; and

WHEREAS, Without complaint, Delece Williams spends countless hours developing programs and finding resources pertinent to the communities in which she serves on a consistent basis. Her enthusiasm, compassion and commitment exudes through this dynamic organization and the smiles that we oftentimes see on the faces of every child and young adult being served; and

WHEREAS, Statistics show a decline in family structure and unity among races in today's society; Kidz Korner, NFP has provided children and families a safe place to reunite and form healthy relationships that project love and the utmost integrity. For this reason and so many more, the amazing Woman of Faith, Delece Williams deserves to be celebrated for following her God-given vision in the spirit of pure excellence; and

WHEREAS, Kidz Korner, NFP, New 50 Plus, Women of the Ages, Years of the Girls, Kidz Korner TV and so many other programs developed by Delece Williams is a direct result of her time in prayer and fasting. With an assurance, I can attest from watching the growth and success of everything that she births spiritually and naturally, God trusts Delece Williams with being a real representation of Him. It is my hope that we, as elected officials, educators, business owners and alike, will follow this same pattern for the decision and vision that God has given each of us; now, therefore,

*Be It Resolved*, That the Mayor and the members of City Council meet on the 16<sup>th</sup> day of October 2019 A.D. to celebrate the accomplishments of Delece Williams; and

*Be It Further Resolved*, That this proclamation was prepared by 21<sup>st</sup> Ward Alderman Howard B. Brookins, Jr. and a more suitable copy will be presented at a later date to Delece Williams.

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*Presented By*

**ALDERMAN BURNETT (27<sup>th</sup> Ward):**

**RECOGNITION EXTENDED TO AUTHOR LARRY BROUTMAN FOR ADVOCACY  
WORK ON BEHALF OF CHILDREN WITH DISABILITIES.**

[R2019-704]

WHEREAS, Chicagoan Larry Broutman, who has led an exemplary life as a distinguished plastics engineer and professor, was inducted in the National Plastics Hall of Fame; and



WHEREAS, The Mayor and City Council have been informed of this milestone by the Honorable Walter Burnett, Alderman of the 27<sup>th</sup> Ward; and

WHEREAS, Mr. Broutman has also gained acclaim as an award-winning author and photographer, whose work has been celebrated in prestigious publications around the world; and

WHEREAS, He is now spending his retirement years as a prolific author showcasing Chicago's historic and world renowned attractions, monuments and even the final resting places of many of the city's most notable citizens. His books, *Chicago Unleashed*, *Chicago Monumental*, *Chicago Eternal* and *Chicago Treasure* have all won rave reviews while educating and delighting readers; and

WHEREAS, Mr. Broutman has become a tireless advocate for children with disabilities by portraying them as their favorite nursery rhyme and fairy tale characters in his newest book, *Chicago Treasure*. By doing so and not specifically calling out their disability, he was sending a powerful message advocating inclusion; and

WHEREAS, Mr. Broutman has also devoted his considerable energy to serving his fellow Chicagoans through his active involvement with several of the City's major non-profit organizations, including The Chicago Lighthouse, Access Living, Lurie Children's Hospital and the Chicago Architecture Foundation; and

WHEREAS, Mr. Broutman's brilliant service as a philanthropist, champion for children with disabilities and crusader for social justice deserve recognition and appreciation from his fellow citizens; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16<sup>th</sup> day of October 2019, do hereby salute Larry Broutman as an outstanding Chicagoan.

*Be It Further Resolved*, That a suitable copy of this proclamation be prepared and presented to Larry Broutman.

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*Presented By*

**ALDERMAN REBOYRAS (30<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO POLICE OFFICER RAMON CALIXTO ON RETIREMENT.**

[R2019-733]

WHEREAS, Officer Ramon Calixto will retire from the Chicago Police Department following 31 years of dedicated and meritorious public service; and



WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Ariel Reboyras, Alderman of the 30<sup>th</sup> Ward; and

WHEREAS, Ramon Calixto began his illustrious career with the Chicago Police Department on January 25, 1988; and

WHEREAS, Ramon Calixto, Star Number 13959, retired on October 15, 2019 as a police officer assigned to the Near West District; and

WHEREAS, Officer Calixto has devoted his professional life to serving the people of the City of Chicago, working tirelessly to ensure that the city be a safe, healthy, vibrant and welcoming place for its citizens and visitors; and

WHEREAS, In his many years with the Department, Officer Calixto has received 90 awards for a wide variety of achievements, including: a Life Saving Award, a Crime Reduction Ribbon, a Crime Reduction Award, a Democratic National Convention Award, a Presidential Election Deployment Award, a NATO Summit Service Award, two Department Commendations, 48 Honorable Mentions and 14 Complimentary Letters; and

WHEREAS, For over three decades, Officer Calixto also worked diligently for his local community and has contributed much of his time and energy in volunteering; and

WHEREAS, Officer Calixto has volunteered at the Union League Boys and Girls Club, Erie Neighborhood House, Chicago Youth Centers, B.U.I.L.D. and Esperanza School; and

WHEREAS, While working in the former 13<sup>th</sup> Police District, Officer Calixto helped develop the Police Athletic League (PAL), a youth-oriented program focused on athletics and recreational activities; and

WHEREAS, For over 10 years, Officer Calixto served as the sergeant-at-arms for the Puerto Rican Police Association (PRPA); and

WHEREAS, After Hurricane Maria devastated the Island of Puerto Rico, Officer Calixto and the PRPA raised over \$40,000 to purchase a medical vehicle which provided desperately needed medical attention and treatment to citizens of Puerto Rico who were isolated; and

WHEREAS, Officer Calixto's consistent dedication to and fulfillment of the motto of the Chicago Police Department, "We Serve and Protect", exacts a substantial physical and emotional toll not only on the officers, but also on their families; and

WHEREAS, It is with deep gratitude that we acknowledge that Officer Calixto will celebrate this milestone in his life together with his wonderful wife, Marie Luz and sons, Julian and Joelh at his side; now, therefore,



*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby express our gratitude and heartfelt appreciation to Ramon Calixto on the occasion of his retirement for his dedication, service to the community and personal sacrifice during his tenure in public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ramon Calixto as a sign of our honor and respect.

---

*Presented By*

***ALDERMAN AUSTIN (34<sup>th</sup> Ward):***

***TRIBUTE TO LATE MELVIN GREGORY CALDWELL.***

[R2019-708]

WHEREAS, God, in His infinite wisdom has called Melvin Gregory Caldwell, most beloved citizen, to his eternal reward on August 29, 2019, at the age of 60; and

WHEREAS, This august body has been informed of his passing by the Honorable Carrie M. Austin, Alderman of the 34<sup>th</sup> Ward and Chairman of the Committee on Contracting Oversight and Equity; and

WHEREAS, Melvin was born on the West Side of Chicago on January 17, 1959 to loving parents Louis Caldwell and Ophelia Harper Caldwell. Melvin and his family were the first African Americans to move to the Park Manor neighborhood; and

WHEREAS, Melvin graduated from Hirsch High School in 1977 as vice president, and went on to attend the University of Iowa, where he majored in political science and public administration. While a student at the University of Iowa, he became a life member of the Alpha Phi Alpha Fraternity, Inc., and a Mason (Prince Hall Masonic Temple, North Star Lodge Number 1). Melvin was also active in civil rights issues, leading marches at the University's Pentacrest and student union to bring awareness to the Atlanta child murders, and inviting civil rights activists, including Julian Bond, to speak at Iowa NAACP Chapter events; and

WHEREAS, Melvin continued his education, receiving his law degree from Ohio Northern University in 1986, and a master's degree from Governor's State University in 2000. Melvin also encouraged learning in others, and taught as an adjunct professor at Triton College in River Grove, Illinois; and



WHEREAS, Melvin wrote for several independent Black-owned newspapers and major newspapers in Chicago and throughout Illinois; and

WHEREAS, Melvin also collaborated with noted journalists, television reporters, and producers on items focused on current local news and events, and served as a media consultant for Thornton Township; and

WHEREAS, Melvin produced his own television talk shows in Chicago, and used those shows as a platform to interview influential local politicians, business people, union leaders, television personalities, and others in the community on important local issues; and

WHEREAS, Known as the “go-to” person for both his family and friends, Melvin was always willing to assist with various legal and personal matters. He received great joy from helping others, and would be there any time someone needed help; and

WHEREAS, Melvin leaves to cherish his memories his daughter, Alexandria; grand-daughter, Rheegan; companion, Phyllis; sister, Franzcine; brother, Anthony; and a host of relatives and friends; and

WHEREAS, Melvin deeply touched the lives of all who knew him through his enthusiasm, eagerness to both learn and teach, and his willingness to help family, friends, and his community. He will be deeply missed, but the memory of his character and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 16<sup>th</sup> day of October 2019, do hereby extend our most heartfelt condolences to the family and friends of Melvin Gregory Caldwell; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Melvin Gregory Caldwell as a sign of our honor and respect.

---

*TRIBUTE TO LATE ALFRED CONNER.*

[R2019-709]

WHEREAS, God in His infinite wisdom has called Alfred Conner, most beloved citizen and friend to his community, to his eternal reward on September 21, 2019; and

WHEREAS, This august body has been informed of his passing by the Honorable Carrie M. Austin, Alderman of the 34<sup>th</sup> Ward and Chairman of the Committee on Contracting Oversight and Equity; and



WHEREAS, Alfred Conner was born December 10, 1940, in St. Louis, Missouri, to the union of Jesse C. and Odelia Conner. Alfred attended and graduated from Wilson Trade School in Wilson, Arkansas, and after moving to Chicago in 1959, he enrolled and graduated from Washburne Trade School; and

WHEREAS, Alfred accepted Christ at an early age and demonstrated throughout his life a sincere obedience to God. He attended Tremont Baptist Church and frequently taught the adult Sunday school class. In 2016, Alfred joined Bellevue Baptist Church; and

WHEREAS, In 1962, Alfred married the love of his life Roberta Robinson and to that union one daughter, Kenya, was born; and

WHEREAS, Alfred began his career with the City of Chicago as a cement finisher, and during his time of service, he ascended through the ranks and was recognized for his impeccable work ethic and ultimately promoted to the position of deputy commissioner of the Department of Transportation. He proudly served in that capacity until his retirement in 2004. Alfred was a dedicated employee, community servant, a loving and generous individual who loved people. After retirement, he found enjoyment in traveling and spending time with his grandchildren and their many activities; and

WHEREAS, Alfred loved working in the community, supporting and helping residents in various neighborhoods within Chicago, but especially the residents of the 34<sup>th</sup> Ward where he served as precinct captain in both the 44<sup>th</sup> and 21<sup>st</sup> Precincts for many years; and

WHEREAS, Alfred touched the lives of all who knew him through his love of Christ, dedication to family, kind heart and vivacious spirit. He will be deeply missed, but memories of his inspirational legacy of a life led with dignity and a focus on helping others will live on in those who knew and loved him; and

WHEREAS, Alfred leaves to cherish his memory: his loving and devoted wife Roberta; daughter Kenya (Tony); two grandchildren, Antonio "Mariano" and Alila; brothers, Jesse, Thurman (Dorathy), Urgentine (Debra); one sister, Clementine (Frank); and a host of family and close friends; and

WHEREAS, Alfred Conner was preceded in death by his parents, Jesse C. and Odelia Conner; four brothers, Primrose, Sonny, Morrison and Alfonzo; and one sister, Ina; and

WHEREAS, The Bible instructs us "Earth has no sorrow that heaven cannot heal" May this be especially true for your family as you mourn this incredible loss. I pray the Conner family be comforted by the many gifts and outpouring of love. God bless and keep you in His embrace; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16<sup>th</sup> day of October 2019, do hereby acknowledge Alfred Conner's remarkable achievements and many years of service and extend our most heartfelt condolences to his family and friends; and



*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Alfred Conner as a token of our honor, gratitude and respect.

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*Presented By*

***ALDERMAN RAMIREZ-ROSA (35<sup>th</sup> Ward) And  
ALDERMAN WAGUESPACK (32<sup>nd</sup> Ward):***

***GRATITUDE EXTENDED TO JANE HERON FOR 40 YEARS OF SERVICE TO  
LOGAN SQUARE NEIGHBORHOOD.***

[R2019-738]

WHEREAS, Jane Heron has been a fixture of the Logan Square neighborhood since 1979; and

WHEREAS, In the late 1970s, Jane recognized the importance of preserving Logan Square's graceful and historic built environment, and began leading neighborhood efforts to rehabilitate buildings, spur economic development, and showcase the beauty of the Logan Square community; and

WHEREAS, Soon after her arrival to the neighborhood, Jane joined the Logan Square Economic Redevelopment Corporation, which was part of a citywide initiative to rehab and occupy properties that were foreclosed on by the Federal Housing Authority (FHA); and

WHEREAS, In Jane's own words, she "just wanted to do what we could to make the neighborhood better, to fix up low-income housing for low-income people, to make Logan Square a nice place to live for everybody"; and

WHEREAS, In addition to her strong role in community organizations, Jane Heron wrote for *The Eagle*, a former biweekly tabloid-size newspaper that promoted community awareness and activities; and

WHEREAS, Jane helped organize events such as a 5K race, and also served on the Kosciuszko Park Advisory Council; and

WHEREAS, In 2006, Jane co-authored and edited *The Politics of Place: A History of Zoning in Chicago* with Joseph P. Schwieterman and Dana M. Caspall and published by Lake Claremont Press, a book that explores how the face of Chicago was shaped by enterprise, ingenuity, opportunity -- and zoning; and



WHEREAS, Jane is an individual of great integrity and accomplishment who has been warmly described by her Logan Square neighbors as "outspoken, pioneering, passionate"; and

WHEREAS, Jane's love of life and ability to live it to the fullest endears her to her family, friends and all who know her; and

WHEREAS, Our Chicago City Council has been informed by 32<sup>nd</sup> Ward Alderman Scott Waguespack and 35<sup>th</sup> Ward Alderman Carlos Ramirez-Rosa of Jane's 40 years of community service; and

WHEREAS, Jane's hard work, sacrifice, public service, and dedication to her neighborhood serves as an example to all Chicagoans; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 16<sup>th</sup> day of October 2019, do hereby recognize Jane Heron as an exemplary Chicagoan for her 40 years of community service to the Logan Square neighborhood; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jane Heron.

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*Presented By*

**ALDERMAN MITTS (37<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO POLICE CAPS COORDINATOR  
RICK CONTRERAS ON RETIREMENT.**

[R2019-734]

WHEREAS, Rick Contreras, CAPS Coordinator for the Chicago Police Department is retiring after 37 years of distinguished service to the City of Chicago and the State of Illinois; and

WHEREAS, The members of the Chicago City Council have been informed of this significant occasion by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Rick earned his bachelor's degree in political science and criminal justice from Michigan State University in East Lansing, Michigan in 1979; and



WHEREAS, In 1980, Rick made Chicago his permanent home when he launched his career with the City of Chicago in the Departments of Housing and Economic Development, where he discovered his natural ability as an advocate for community outreach through his contributions over four years in programs that focused on mortgage assistance, affordable housing and neighborhood business development; and

WHEREAS, Rick also served the State of Illinois and citizens of Cook County for seven years as regional manager of a network of satellite offices for the Illinois Attorney General, providing access to consumer protection programs and senior citizen support services; and

WHEREAS, Rick functioned for three years as area manager for the Chicago Park District, based at Hamilton Park at 72<sup>nd</sup> and Normal, responsible for programs and operations in the former Central Region, serving diverse neighborhoods including Back of the Yards, Bridgeport, Chatham, and Englewood; and

WHEREAS, Rick dutifully and successfully fulfilled various positions in community relations within the Chicago Police Department for the last 23 years preceding his retirement, where he was instrumental in expanding and implementing the CAPS program that is now operational citywide, including frequent collaboration with aldermen from throughout the city, particularly in the 3<sup>rd</sup>, 9<sup>th</sup>, 30<sup>th</sup>, 34<sup>th</sup> and 37<sup>th</sup> Wards; and

WHEREAS, Rick concentrated on youth engagement in diverse neighborhoods, including facilitating parent patrols for schools, and directing a summer program known as "Neighborhood Youth Corps" in collaboration with the Chicago Housing Authority for teen residents, and under Rick's stewardship, Chicago Police partnered with Target Corporation to pilot a program of youth forums for students titled "Making the Right Choice" to introduce pathways to stay on the right track toward achievement and graduation; and

WHEREAS, Rick has been an invaluable asset to the communities he has served, always sharing his expertise to innovate and implement programs to deliver services and improve neighborhoods; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16<sup>th</sup> day of October 2019, do hereby express our deep gratitude to Rick Contreras for his service and extend our very best wishes for a wonderful retirement and continued happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Rick Contreras as a sign of our utmost honor and respect.

At this point in the proceedings, Aldermen Mitts, Dowell, Cárdenas and Reboyras rose to congratulate Police CAPS Coordinator Rick Contreras for his service to the people of Chicago and to extend their best wishes on his retirement.



*PROCLAMTION OF SEPTEMBER 17 AS "DEMETRIUS GRIFFIN, JR. DAY" AND  
DECLARATION OF MONTH OF SEPTEMBER AS "ALL CHILDREN LIVES  
MATTER; A HOPE FOR OUR CHILDREN".*

[R2019-707]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Demetrius Griffin, Jr. on September 17, 2016, at the age of 15; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Demetrius, known as "Nunnie", was the youngest of two children, his mother's only son; and

WHEREAS, Nunnie was a freshman at Steinmetz Academic High School, a lover of all animals, dogs being his favorite, and a typical teenager that did not participate in gangs, did not steal, smoke or drink and everyone spoke highly of; and

WHEREAS, With this brief look into his life, it is sad and heartbreaking that someone stole this young life full of promise in the early morning hours of September 17, 2016, when, for the first time, Nunnie did not meet curfew. Two blocks from home, Nunnie' body was found burning in a trash bin, changing the world for his loved ones; and

WHEREAS, This resolution is not to only focus on Demetrius, but all African-Americans who have lost their lives and their loved ones; who are still grieving their familial losses caused by incomprehensible, heinous crimes; and

WHEREAS, According to the most recent figures, from accredited resources such as *Time* magazine, the *Chicago Tribune* and CNN, the homicide rate towards African-Americans has reached its highest, including but not limited to, the death of Demetrius Griffin, Jr., who was fatally burned alive, at the young age of 15 -- an age where our children are supposed to be enjoying life in all of its innocence and glory; and

WHEREAS, We all understand that we may never see Demetrius and others that have perished again. We may never see justice unfold nor a decrease in senseless murders that have taken the lives of our people and we may never get the chance to be seen in a brighter light than the dull one that is typically shown of our people, but what we do know is that we live in a country that stands strong in its decree of Godliness and with that being said, justice or injustice, we shall overcome!; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this 16<sup>th</sup> day of October 2019, call public attention to and in that regard do hereby declare that the month of September be known as:

"All Children Lives Matter; A Hope for our Children".



This, due in remembrance of the thousands of African-American children lives that have been taken; to show that not only is this month deserving to the African-American communities but also that we have the support, understanding, compassion and acknowledgement of our grievances; and

*Be It Further Resolved*, That September 17<sup>th</sup> to be proclaimed "Demetrius Griffin, Jr. Day", in remembrance of a great child who not only suffered an unimaginable death but was also a great person to his family and his community.

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*Presented By*

**ALDERMAN SMITH (43<sup>rd</sup> Ward):**

**TRIBUTE TO LATE MARGARET BARBER AND TOM O'ROURKE.**

[R2019-737]

WHEREAS, Margaret "Peggy" Barber and Tom "Cowboy" O'Rourke were the exemplar of good neighbors on their block Peggy worked for the Chicago-based American Library Association for over 30 years until opening her own consultant firm; and

WHEREAS, Tom was a celebrated photographer, whose images captured the simplicity and daily life in what he saw in the Lincoln Park Neighborhood, Chicago, and the world; and

WHEREAS, Peggy and Tom are lived on through their daughters, Betsy, Haley, Kate, Rose and Donna; son, Mike; Peggy's brother, Gary; and 13 grandchildren; and

WHEREAS, They are also lived on through the children lucky enough to grow up on their block on Fremont Street; and

WHEREAS, Peggy and Tom would bring the magic of the North Pole to their street in the form of a 'Santa's List' that was hung up on their window, which included every single child on the block's name; and

WHEREAS, Peggy and Tom were always known for their vivacious personalities, big hearts, and warm smiles that helped the block build the bridge between simply being neighbors, to developing life-long friendships; and

WHEREAS, Professionally, Peggy -- described by the previous CEO of the American Library Association, Robert Wedgeworth -- revolutionized how libraries across the country promote their services through National Library Week, and annual communications audits; and



WHEREAS, Peggy's life centered around the transformative power that libraries and the works they hold; her colleague Art Plotnik put it best, "Her style was from the heart -- never false or overbearing -- and her career was one of action, not just words", and her goals always stayed the same; and

WHEREAS, Tom was by Peggy's side through it all, focusing on displaying his photography of community at local businesses, and sometimes even at Peggy's beloved libraries; and

WHEREAS, While Tom and Peggy will be dearly missed, the impact they have had on not just the Lincoln Park community, but on all of Chicago and beyond will continue on; and

WHEREAS, We will take this time to thank them for their contributions to our community, and to sincerely thank them for the legacy they have left, the memories we will cherish, and the people they have touched with their generosity and kindness; now, therefore,

*Be It Resolved*, That Alderman Michele Smith, and we, the City Council of the City of Chicago, proclaim this resolution in honor of Peggy Barber and Tom O'Rourke, whose lives will be forever missed, celebrated, and lived on by others; and

*Be It Further Resolved*, That suitable copies of this resolution are presented to Peggy Barber and Tom O'Rourke's family members as a sign of our respect and gratitude.

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**CONGRATULATIONS EXTENDED TO PARK SUPERVISOR MAUREEN BELLING  
ON RETIREMENT FROM CHICAGO PARK DISTRICT.**

[R2019-736]

WHEREAS, Maureen Belling has worked as a park supervisor for the Chicago Park District since 1999; and

WHEREAS, During her tenure, Maureen Belling served as the supervisor of Adams Park, Privet Park, Clybourn Park and Pocket Park Number 535 (Wisconsin Pocket Park), all located within the RANCH TRIANGLE neighborhood in the 43<sup>rd</sup> Ward; and

WHEREAS, Maureen Belling worked with the community, the Park District, and the Alderman on numerous renovations and upgrades for her parks; and

WHEREAS, Under her supervision, Adams Park underwent a full renovation in 2006. In 2018, she worked with the community to successfully raise over 20,000 Dollars for the renovation of the Adams Park water feature; and

WHEREAS, In 2016, Maureen Belling played a big role in the renovation of the basketball court at the historic Clybourn Park; and

WHEREAS, Maureen Belling administered a summer camp and offered numerous preschool classes to educate children in the neighborhood. Classes ranged from Moms,



Pops and Tots; Circus Arts; Kiddie College and Junior Detectives, to the little artist's playground; and

WHEREAS, Maureen Belling has been invaluable in teaching numerous staff members at the Park District how best to educate children; and

WHEREAS, Maureen Belling has left a lasting imprint on many former students and campers who return as camp counselors, and some who followed in her footsteps to work as Chicago Park District employees; and

WHEREAS, Maureen Belling has gone above and beyond to influence generations of Chicago youth with her early childhood education experience; and

WHEREAS, Maureen Belling has touched the lives and imaginations of countless families in Chicago with her year-round programming; and

WHEREAS, The Chicago Park District will miss her dedication, her knowledge, her love and empathy as she begins the next stage of her life. We wish her and her two daughters, Kate and Meghan; and her husband, Kenneth, the best in all their future endeavors; now, therefore,

*Be It Resolved*, That Alderman Michele Smith, and we, the City Council of the City of Chicago, proclaim this resolution in honor of Maureen Belling, who after 30 years of service to the Chicago Park District is retiring; and

*Be It Further Resolved*; That suitable copies of this resolution are presented to Ms. Maureen Belling as a sign of our honor, gratitude, and respect.

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*Presented By*

**ALDERMAN GARDINER (45<sup>th</sup> Ward):**

CONGRATULATIONS EXTENDED TO MARIE GALLAGLY ON 102<sup>ND</sup> BIRTHDAY.  
[R2019-739]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marie Gallagly in honor of her 102<sup>nd</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderman James Gardiner would like to extend his personal tribute to Marie Gallagly on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and



WHEREAS, Marie Gallagly and the ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 16<sup>th</sup> of October 2019 A.D., do hereby congratulate Marie Gallagly on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our warmest and heartfelt best wishes to Marie Gallagly for her continued good health, happiness and success following this, her 102<sup>nd</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Marie Gallagly in honor of her 102<sup>nd</sup> birthday as a token of our esteem and good wishes.

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*Presented By*

**ALDERMAN MARTIN (47<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO CROSSING GUARD ROXIE CALHOUN ON RETIREMENT AND BEING RECOGNIZED AS CITY'S "CROSSING GUARD OF THE YEAR 2019".**

[R2019-705]

WHEREAS, Roxie Calhoun served the City of Chicago as a crossing guard for a total of 51 years, 10 years with Our Lady of Lourdes Catholic School and 41 years with St. Benedict Preparatory School and Coonley Elementary; and

WHEREAS, Roxie Calhoun frequently took two trains and a bus from her South Side home to help students in Ravenswood and Northcenter cross the street safely; and

WHEREAS, Roxie Calhoun brought joy to the lives of thousands of Chicagoans during her professional tenure; and

WHEREAS, Roxie Calhoun was recognized as the City of Chicago's "Crossing Guard of the Year" for 2019; and

WHEREAS, Roxie Calhoun retired from the City of Chicago's Office of Emergency Management in June of 2019; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 16<sup>th</sup> day of October 2019, do hereby honor Roxie Calhoun for her 51 years of service as a crossing guard in the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Roxie Calhoun as a token of our appreciation.



**MATTERS PRESENTED BY THE ALDERMEN.**

***(Presented By Wards, In Order, Beginning  
With The Fiftieth Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

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*Referred* -- ESTABLISHMENT OF LOADING ZONE AT 1000 W. WASHINGTON ST.  
[O2019-8156]

Alderman Burnett (27<sup>th</sup> Ward) presented a proposed ordinance to establish a loading zone at 1000 West Washington Street -- 10:00 A.M. to 12:00 A.M. -- all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- ESTABLISHMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT.

Alderman Cárdenas (12<sup>th</sup> Ward) presented a proposed ordinances to restrict the movement of vehicular traffic to a single direction on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

West 30<sup>th</sup> Street (both sides of the street) from South Albany Avenue to South Troy Street  
-- westerly;

[O2019-8040]

South Albany Avenue, from West 31<sup>st</sup> Street to West 30<sup>th</sup> Street -- northerly.

[O2019-8039]



*Referred --* AMENDMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT ON PORTION OF S. KILDARE AVE.

[O2019-8233]

Alderman Rodriguez (22<sup>nd</sup> Ward) presented a proposed ordinance to amend an ordinance passed June 16, 1975 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 808) which reads: "South Kildare Avenue, from West 26<sup>th</sup> Street to West 31<sup>st</sup> Street -- one-way southerly" by striking: "West 31<sup>st</sup> Street" and inserting in lieu thereof: "the first alley north of West 31<sup>st</sup> Street", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred --* REMOVAL OF PARKING METERS ON PORTIONS OF VARIOUS PUBLIC WAYS.

The aldermen named below presented proposed ordinances to remove parking meters on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Distance
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*HOPKINS*  
(2<sup>nd</sup> Ward)

West North Avenue (south side), from North Clark Street to North Sandburg Terrace Avenue; and North Clark Street (west side), from West North Avenue to a point approximately 50 feet south.

[O2019-7981]

*REILLY*  
(42<sup>nd</sup> Ward)

Removal of 20 feet of metered parking on the west side of North Beaubien Court, approximately 20 feet south of East Lake Street.

[O2019-8239]

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*Referred --* PROHIBITION OF PARKING AT ALL TIMES.  
(Except For Disabled)

The aldermen named below presented proposed ordinances which prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:



## Alderman

## Location And Permit Number

*LA SPATA*  
(1<sup>st</sup> Ward)

North Talman Avenue, at 1533 (Handicapped Parking Permit 124723);

[O2019-8059]

*SAWYER*  
(6<sup>th</sup> Ward)

South Calumet Avenue, at 8203 (Handicapped Parking Permit 100360);

[O2019-7974]

South Langley Avenue, at 8134 (Handicapped Parking Permit 120661);

[O2019-7976]

South St. Lawrence Avenue, at 8303 (Handicapped Parking Permit 100359);

[O2019-7975]

South Prairie Avenue, at 7312 (Handicapped Parking Permit 123062);

[O2019-7977]

*HARRIS*  
(8<sup>th</sup> Ward)

South Bennett Avenue, at 8919 (Handicapped Parking Permit 121894);

[O2019-8062]

South Blackstone Avenue, at 8344 (Handicapped Parking Permit 117479);

[O2019-8064]

South Blackstone Avenue, at 8904 (Handicapped Parking Permit 121891);

[O2019-8067]

South Blackstone Avenue, at 9219 (Handicapped Parking Permit 109986);

[O2019-8069]

South Clyde Avenue, at 7632 (Handicapped Parking Permit 113934);

[O2019-8072]

South Euclid Avenue, at 8422 (Handicapped Parking Permit 121881);

[O2019-8074]



10/16/2019

NEW BUSINESS PRESENTED BY ALDERMEN

8269

Alderman

Location And Permit Number

South Oglesby Avenue, at 8421 (Handicapped Parking Permit 119351);

[O2019-8075]

East 81<sup>st</sup> Street, at 1130 Unit G (Handicapped Parking Permit 121893);

[O2019-8077]

East 82<sup>nd</sup> Street, at 856 (Handicapped Parking Permit 118964);

[O2019-8079]

East 82<sup>nd</sup> Street, at 915 (Handicapped Parking Permit 121895);

[O2019-8082]

East 88<sup>th</sup> Place, at 838 (Handicapped Parking Permit 121922);

[O2019-8084]

*SADLOWSKI GARZA*

(10<sup>th</sup> Ward)

South Hoxie Avenue, at 10706 (Handicapped Parking Permit DB 21506);

[O2019-8093]

*THOMPSON*

(11<sup>th</sup> Ward)

South Haynes Court, at 3016 (Handicapped Parking Permit 120621);

[O2019-8095]

South Parnell Avenue, at 2912 (handicapped permit parking);

[O2019-8115]

West 47<sup>th</sup> Place, at 606 (Handicapped Parking Permit 4552);

[O2019-8116]

West 48<sup>th</sup> Place, at 737 (Handicapped Parking Permit 120625);

[O2019-8118]

*QUINN*

(13<sup>th</sup> Ward)

South Kedzie Avenue, at 6405 (Handicapped Parking Permit 119952);

[O2019-8120]



## Alderman

## Location And Permit Number

South Kilpatrick Avenue, at 6514 (Handicapped Parking Permit 120724);

[O2019-8122]

South Kostner Avenue, at 6442 (Handicapped Parking Permit 120726);

[O2019-8124]

South Moody Avenue, at 5729 (Handicapped Parking Permit 121659);

[O2019-8126]

South Newcastle Avenue, at 5721 (Handicapped Parking Permit 121660);

[O2019-8128]

West 57<sup>th</sup> Street, at 3908 (Handicapped Parking Permit 119971);

[O2019-8129]

*BURKE*

(14<sup>th</sup> Ward)

South Kenneth Avenue, at 5050 (Handicapped Parking Permit 122197);

[O2019-8132]

South Melvina Avenue, at 5145 (Handicapped Parking Permit 120742);

[O2019-8134]

South Sacramento Avenue, at 5201 (Handicapped Parking Permit 118894);

[O2019-8136]

South Sawyer Avenue, at 4534 (Handicapped Parking Permit 118896);

[O2019-8137]

South Tripp Avenue, at 4755 (Handicapped Parking Permit 118877);

[O2019-8138]

South Washtenaw Avenue, at 5308 (Handicapped Parking Permit 116299);

[O2019-8140]



10/16/2019

NEW BUSINESS PRESENTED BY ALDERMEN

8271

Alderman

Location And Permit Number

*BROOKINS*  
(21<sup>st</sup> Ward)

South Elizabeth Street, at 9424 (Handicapped Parking Permit 121546);

[O2019-7990]

South Justine Street, at 8525 (Handicapped Parking Permit 116349);

[O2019-7991]

South Justine Street, at 8548 (Handicapped Parking Permit 119115);

[O2019-7989]

South Morgan Street, at 8009 (Handicapped Parking Permit 117034);

[O2019-7983]

South Lafayette Avenue, at 8326 (Handicapped Parking Permit 119104);

[O2019-7987]

South Racine Avenue, at 8921 (Handicapped Parking Permit 121741);

[O2019-7988]

South Halsted Street, at 9401 (signs to be posted at 805 West 94<sup>th</sup> Street) (Handicapped Parking Permit 119089);

[O2019-7986]

West 97<sup>th</sup> Street, at 440 (Handicapped Parking Permit 109989);

[O2019-7982]

*RODRIGUEZ*  
(22<sup>nd</sup> Ward)

South Keeler Avenue, at 3002 (Handicapped Parking Permit 120465);

[O2019-8142]

South Kilpatrick Avenue, at 4540 (Handicapped Parking Permit 122971);

[O2019-8143]

South Lavergne Avenue, at 4806 (Handicapped Parking Permit 119569);

[O2019-8144]



## Alderman

## Location And Permit Number

South Millard Avenue, at 3016 (Handicapped Parking Permit 122778);  
[O2019-8147]

South Springfield Avenue, at 2840 (Handicapped Parking  
Permit 119570);  
[O2019-8148]

*TABARES*  
(23<sup>rd</sup> Ward)

South Kildare Avenue, at 6225 (Handicapped Parking Permit 120725);  
[O2019-8155]

South Menard Avenue, at 5652 (Handicapped Parking Permit 124253);  
[O2019-8159]

South Neva Avenue, at 5230 (Handicapped Parking Permit 124262);  
[O2019-8162]

West 56<sup>th</sup> Street, at 3713 (Handicapped Parking Permit 124254);  
[O2019-8166]

West 60<sup>th</sup> Place, at 3329 (Handicapped Parking Permit 124257);  
[O2019-8170]

West 61<sup>st</sup> Place, at 3941 (Handicapped Parking Permit 119974);  
[O2019-8172]

West 64<sup>th</sup> Place, at 6818 (Handicapped Parking Permit 121667);  
[O2019-8174]

West 64<sup>th</sup> Place, at 7015 (Handicapped Parking Permit 124263);  
[O2019-8177]

West 65<sup>th</sup> Street, at 3323 (Handicapped Parking Permit 117874);  
[O2019-8182]

*ERVIN*  
(28<sup>th</sup> Ward)

West Lexington Street, at 1300 (Handicapped Parking  
Permit 121999);  
[O2019-8187]



10/16/2019

NEW BUSINESS PRESENTED BY ALDERMEN

8273

Alderman

Location And Permit Number

West Maypole Avenue, at 4319 (Handicapped Parking Permit 119784);

[O2019-8189]

West Polk Street, at 2826 (Handicapped Parking Permit 97619);

[O2019-8195]

West Washington Boulevard, at 4838 (Handicapped Parking Permit 119782);

[O2019-8197]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

North Nagle Avenue, at 1850 (Handicapped Parking Permit 122130);

[O2019-8207]

*REBOYRAS*  
(30<sup>th</sup> Ward)

North Lockwood Avenue, at 2452 (Handicapped Parking Permit 118300);

[O2019-8211]

North Parkside Avenue, at 2558 (Handicapped Parking Permit 115613);

[O2019-7980]

*AUSTIN*  
(34<sup>th</sup> Ward)

South Carpenter Street, at 10115 (Handicapped Parking Permit 118510);

[O2019-8216]

South Green Street, at 9817 (Handicapped Parking Permit 122308);

[O2019-8219]

West 101<sup>st</sup> Street, at 331 (Handicapped Parking Permit 116869);

[O2019-8223]

*VILLEGAS*  
(36<sup>th</sup> Ward)

West Henderson Street, at 6128 (signs to be posted at 6126 West Henderson Street) (Handicapped Parking Permit 119244);

[O2019-8228]



## Alderman

## Location And Permit Number

North Lamon Avenue, at 2206 (Handicapped Parking Permit 119234);  
[O2019-8374]

North Nagle Avenue, at 2212 (Handicapped Parking Permit 119191);  
[O2019-8232]

*GARDINER*  
(45<sup>th</sup> Ward)

North Mulligan Avenue, at 5523 (Handicapped Parking Permit 67532);  
[O2019-8234]

*SILVERSTEIN*  
(50<sup>th</sup> Ward)

North Artesian Avenue, at 6317 (Handicapped Parking Permit 121692);  
[O2019-8236]

North Artesian Avenue, at 6509 (Handicapped Parking Permit 119264);  
[O2019-8238]

West Arthur Avenue, at 2035 (Handicapped Parking Permit 115095);  
[O2019-8265]

North Claremont Avenue, at 6325 (Handicapped Parking  
Permit 119292);  
[O2019-8268]

North Francisco Avenue, at 6428 (handicapped permit parking);  
[O2019-8274]

West Greenleaf Avenue, at 2082 (Handicapped Parking  
Permit 122203);  
[O2019-8276]

West Jarvis Avenue, at 3046 (Handicapped Parking Permit 121693);  
[O2019-8278]

West Jarvis Avenue, at 3115 (Handicapped Parking Permit 119274);  
[O2019-8281]

North Maplewood Avenue, at 6340 (Handicapped Parking  
Permit 121712);  
[O2019-8284]

North Ridge Boulevard, at 6826 (Handicapped Parking Permit 121694).  
[O2019-8286]



*Referred --* AMENDMENT OF PROHIBITION OF PARKING AT ALL TIMES.  
(Disabled Permit Parking)

The aldermen named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Permit Number
<b>LA SPATA</b> (1 <sup>st</sup> Ward)	Amend ordinance by striking: "West Huron Street, at 1942 (Handicapped Parking Permit 30163)"; [O2019-8133]
<b>QUINN</b> (13 <sup>th</sup> Ward)	Amend ordinance by striking: "South Moody Avenue, at 5643 (Handicapped Parking Permit 110619)"; [O2019-8215]
	Amend ordinance by striking: "South Narragansett Avenue, at 6154 (Handicapped Parking Permit 93219)"; [O2019-8212]
	Amend ordinance by striking: "South Normandy Avenue, at 6204 (Handicapped Parking Permit 115199)"; [O2019-8224]
	Amend ordinance by striking: "West 62 <sup>nd</sup> Street, at 5641 (Handicapped Parking Permit 119456)"; [O2019-8221]
<b>BROOKINS</b> (21 <sup>st</sup> Ward)	Amend ordinance by striking: "South Eggleston Avenue, at 8847 (Handicapped Parking Permit 118074)"; [O2019-7993]
	Amend ordinance by striking: "South Harvard Avenue, at 9202 (Handicapped Parking Permit 113816)"; [O2019-7992]



## Alderman

## Location And Permit Number

*TABARES*  
(23<sup>rd</sup> Ward)

Amend ordinance by striking: "South Kedvale Avenue, at 6146  
(Handicapped Parking Permit 42870)";

[O2019-8249]

*REBOYRAS*  
(30<sup>th</sup> Ward)

Amend ordinance by striking: "North Long Avenue, at 3403  
(Handicapped Parking Permit 90107)";

[O2019-7979]

Amend ordinance by striking: "West School Street, at 4053  
(Handicapped Parking Permit 95152)";

[O2019-8037]

*CARDONA*  
(31<sup>st</sup> Ward)

Amend ordinance by striking: "West Henderson Street, at 5008  
(Handicapped Parking Permit 74651)";

[O2019-7978]

*WAGUESPACK*  
(32<sup>nd</sup> Ward)

Amend ordinance by striking: "West Wolfram Street, at 1910  
(Handicapped Parking Permit 53731)";

[O2019-8135]

*GARDINER*  
(45<sup>th</sup> Ward)

Amend ordinance by striking: "West Gunnison Street, at 5728  
(Handicapped Parking Permit 111731)";

[O2019-8139]

*HADDEN*  
(49<sup>th</sup> Ward)

Amend ordinance by striking: "West Howard Street, at 1342  
(Handicapped Parking Permit 106260)".

[O2019-8230]



*Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT 5713 N. NATOMA AVE.*

[O2019-8253]

Alderman Napolitano (41<sup>st</sup> Ward) presented a proposed ordinance to prohibit the parking of vehicles on North Natoma Avenue, from 5713 North Natoma Avenue to the first driveway north (east side of the street) -- no parking -- 7:00 A.M. -- 9:00 A.M., which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- AMENDMENT OF ONE-HOUR PARKING ON PORTION OF N. KEATING AVE.*

[O2019-8032]

Alderman Nugent (39<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance by striking: "North Keating Avenue, from the alley on the south end of 6012 North Keating Avenue to West Peterson Avenue thereof (east side of the street) -- one-hour parking -- Monday through Friday -- 8:00 A.M. to 8:00 P.M." and inserting in lieu thereof: " North Keating Avenue, from the alley on the south end of 6012 North Keating Avenue to West Peterson Avenue thereof, on the east side of the street -- three-hour parking -- Monday through Friday -- 8:00 A.M. to 8:00 P.M.", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- ESTABLISHMENT OF TWO-HOUR PARKING AT ALL TIMES.*

The aldermen named below presented proposed ordinances to establish two-hour parking at the below listed locations, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Permit Number
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NAPOLITANO (41 <sup>st</sup> Ward)	North Neva Avenue, from West Higgins Avenue to West Gregory Street (west side) -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
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[O2019-8258]



Alderman

Location And Permit Number

**GARDINER**  
(45<sup>th</sup> Ward)

North Leamington Avenue (west side) from a point 45 feet south of North Elston Avenue to the first alley south thereof -- 7:00 A.M. to 8:00 P.M. -- Monday through Friday and Saturdays -- 7:30 A.M. to 3:00 P.M.

[O2019-8034]

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*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.*

The aldermen named below presented proposed ordinances and orders to establish residential permit parking zones at the locations designed and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman

Location, Distance And Time

**BURKE**  
(14<sup>th</sup> Ward)

South Christiana Avenue (both sides) at 5514 -- 5559 -- at all times -- all days;

[Or2019-418]

**LOPEZ**  
(15<sup>th</sup> Ward)

South Fairfield Avenue, at 5600 -- 5699 -- at all times -- all days;

[O2019-8121]

South Hermitage Avenue, at 5500 -- 5599 -- at all times -- all days;

[O2019-8130]

South Washtenaw Avenue, at 4200 -- 4299 -- at all times -- all days;

[O2019-8127]

South Winchester Avenue, at 4700 -- 4799 -- at all times -- all days;

[O2019-8119]



## Alderman

## Location, Distance And Time

*MALDONADO*  
(26<sup>th</sup> Ward)

North Rockwell Street (both sides) at 1300 -- 1342 and 1301 -- 1333 --  
-- 6:00 P.M. to 6:00 A.M. -- all days;

[Or2019-426]

North Spaulding Avenue (both sides) in the 1714 -- 1751 and 1714 --  
1742 blocks -- 6:00 P.M. -- 6:00 A.M. -- all days;

[Or2019-424]

North Springfield Avenue (both sides) at 1900 -- 1924 -- at all times --  
all days;

[Or2019-425]

North Tripp Avenue (both sides) in the 1700 -- 1749 and 1709 -- 1749  
blocks -- 6:00 P.M. to 6:00 A.M. -- all days;

[Or2019-423]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

North Melvina Avenue (both sides) in the 1600 block -- at all times -- all  
days;

[Or2019-431]

*AUSTIN*  
(34<sup>th</sup> Ward)

West 123<sup>rd</sup> Street (both sides) at 1434 -- 1458, from  
South Loomis Street to South Bishop Street -- at all times -- all days;

[Or2019-430]

*VILLEGAS*  
(36<sup>th</sup> Ward)

North Merrimac Avenue (both sides) at 2200 -- 2208, from  
West Palmer Street to West Grand Avenue -- at all times -- all days;

[Or2019-428]

*GARDINER*  
(45<sup>th</sup> Ward)

West Dakin Street (both sides) at 4900 -- 4999;

[O2019-8035]

North La Crosse Avenue (both sides) at 4400 -- 4499.

[O2019-8036]



*Referred* -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed orders for the extension of residential permit parking zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
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**TABARES**  
(23<sup>rd</sup> Ward)

Extend Residential Permit Parking Zone 2073 to include the wrap-around West 54<sup>th</sup> Street (south side) from South Keeler Avenue to the first alley west thereof;

[Or2019-432]

**SILVERSTEIN**  
(50<sup>th</sup> Ward)

Extend Residential Permit Parking Zone 2166 to include North Campbell Avenue (both sides) from West Arthur Avenue to West Albion Avenue -- 5:00 P.M. to 9:00 A.M. -- all days;

[Or2019-421]

Extend Residential Permit Parking Zone 2166 to include West Albion Avenue (south side) from North Campbell Avenue to North Rockwell Street -- 5:00 P.M. to 9:00 A.M. -- all days.

[Or2019-422]

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*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONE AT 5700 -- 5718 N. PARKSIDE AVE.

[O2019-8131]

Alderman Gardiner (45<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which established a residential permit parking zone by striking: "North Parkside Avenue, from 5700 to 5718 -- at all times -- Residential Permit Parking Zone 73" and inserting in lieu thereof: "North Mason Avenue (west side) from 5700 to 5718 -- at all times -- all days -- Residential Permit Parking Zone 76", which was *Referred to the Committee on Pedestrian and Traffic Safety*.



*Referred -- ESTABLISHMENT OF STANDING ZONES.*

Alderman Burnett (27<sup>th</sup> Ward) presented proposed ordinances to establish standing zones, with tow-away zones to be in effect after expiration of the limits indicated, and require vehicles have hazard lights activated while at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

West Chicago Avenue, at 3337 -- 15 minute standing zone -- 5:00 A.M. to 10:00 P.M. -- Monday through Saturday;

[O2019-8157]

West Lake Street, at 1039 -- 15-minute standing zone -- at all times -- all days.

[O2019-8185]

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*Referred -- AMENDMENT OF STANDING ZONE AT 939 W. FULTON MARKET.*

[O2019-8193]

Alderman Burnett (27<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which established a no parking standing zone at 939 West Fulton Market -- 6:00 A.M. to 9:00 P.M. -- all days, by striking: "15-minute standing zone" and inserting: "no parking loading zone" in lieu thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- ESTABLISHMENT OF TOW-AWAY ZONES.*

The aldermen named below presented proposed ordinances to establish no parking tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman

Location, Distance And Time

REILLY

(42<sup>nd</sup> Ward)

North Wabash Avenue, between East Grand Avenue and East Illinois Street -- 200 feet -- no parking tow-away zone -- at all times -- all days.

[O2019-8245]



Alderman Location, Distance And Time

SMITH  
(43<sup>rd</sup> Ward)

West Draper Street (south side) from a point 20 feet west of North Racine Avenue to a point 580 feet west thereof (entire block) -- no parking tow-away zone -- 11:00 A.M. to 1:00 P.M. -- Wednesday (public benefit).

[O2019-8247]

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*Referred --* AMENDMENT OF TOW-AWAY ZONE AT 5250 N. CHRISTIANA AVE.

[O2019-8028]

Alderman Nugent (39<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance by striking: "North Christiana Avenue, in front of 5250 North Christiana Avenue -- no parking tow-away zone -- at all times" and inserting in lieu thereof: "North Christiana Avenue, in front of 5250 North Christiana Avenue -- 15-minute standing zone -- at all times", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred --* ESTABLISHMENT OF 20-MILE PER HOUR SPEED LIMIT ON PORTION OF N. MILWAUKEE AVE.

[O2019-8146]

Alderman La Spata (1<sup>st</sup> Ward) presented a proposed ordinance to establish a 20-mile per hour speed limitation for vehicular traffic movement on North Milwaukee Avenue, from North Western Avenue to North Sacramento Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred --* INSTALLATION OF TRAFFIC WARNING SIGNS.

The aldermen named below presented a proposed ordinance and orders for the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman Location And Type Of Sign

QUINN  
(13<sup>th</sup> Ward)

West 64<sup>th</sup> Place and South Mayfield Avenue -- "Three-Way Stop";

[Or2019-427]

West 72<sup>nd</sup> Street and South Lawndale Avenue -- "All-Way Stop";

[Or2019-429]



10/16/2019

NEW BUSINESS PRESENTED BY ALDERMEN

8283

Alderman Location And Type Of Sign

**BURKE**

(14<sup>th</sup> Ward)

South Kildare Avenue and West 40<sup>th</sup> Street -- "Stop";

[Or2019-419]

West 40<sup>th</sup> Street and South Kildare Avenue -- "Stop";

[Or2019-420]

**BURNETT**

(27<sup>th</sup> Ward)

1000 West Grand Avenue -- "All-Way Stop";

[O2019-8117]

**NAPOLITANO**

(41<sup>st</sup> Ward)

North New Hampshire Avenue and West Ardmore Avenue -- "Stop".

[Or2019-417]

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*Referred --* AMENDMENT OF "ALL-WAY STOP" AT E. 35<sup>TH</sup> ST. AND S. RHODES AVE.

[O2019-8090]

Alderman King (4<sup>th</sup> Ward) presented a proposed ordinance to amend an ordinance passed July 24, 2019 (*Journal of the Proceedings of the City Council of the City of Chicago* page 2704) which reads: "East 35<sup>th</sup> Street and South Rhodes Avenue -- "All-Way Stop" sign, stopping all approaches" by striking: "east leg of South Rhodes Avenue" and inserting: "the west leg of South Rhodes Avenue" in line thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred --* PROHIBITION OF PARKING ON PORTION OF N. KIMBALL AVE. FOR STREET CLEANING.

[O2019-8153]

Alderman Ramirez-Rosa (35<sup>th</sup> Ward) presented a proposed ordinance to prohibit the parking of vehicles on North Kimball Avenue, from West Addison Street to North Avondale Avenue (west side) for street cleaning on Wednesdays -- 7:00 A.M. to 9:00 A.M. (public benefit), which was *Referred to the Committee on Pedestrian and Traffic Safety*.



*Referred -- ESTABLISHMENT OF PERMIT PARKING ZONE DURING SCHOOL DAYS ON PORTION OF W. BARRY AVE.*

[Or2019-433]

Alderman Reboyras (30<sup>th</sup> Ward) presented a proposed order to give consideration to the establishment of a permit parking zone on West Barry Avenue (south side) and West Wellington Avenue (north side) from North Mango Avenue to the first alley west thereof during school days, to be in effect from 8:00 A.M. to 4:00 P.M. for Reilly Elementary School Personnel only, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- INSTALLATION OF "NO PARKING EXCEPT FOR OFFICIAL SCHOOL PERSONNEL ONLY" SIGNS ON PORTION OF W. NORMAN BOBBINS PL.*

[O2019-8099]

Alderman Burke (14<sup>th</sup> Ward) presented a proposed ordinance to give consideration to the installation of "No Parking Except for Official School Personnel Only" signs on West Norman Bobins Place and West 55<sup>th</sup> Street (both sides) to the end of the block including a wraparound to be in effect from 6:00 A.M. to 6:00 P.M. on school days with a tow-away zone in effect during such times, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- ESTABLISHMENT OF RESERVED DISABLED PARKING ON PORTION OF N. WASHTENAW AVE.*

[O2019-8114]

Alderman Silverstein (50<sup>th</sup> Ward) presented a proposed ordinance to establish 2 percent reserved disabled parking at North Washtenaw Avenue (west side) from a point 175 feet south of West Pratt Boulevard to a point 20 feet south thereof -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday (public benefit), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- REPEAL OF RESERVED DISABLED PARKING AT 6700 N. FAIRFIELD AVE.*

[O2019-8109]

Alderman Silverstein (50<sup>th</sup> Ward) presented a proposed ordinance to repeal 2 percent reserved disabled parking by striking: "North Fairfield Avenue (east side), at 6700 from a point



230 feet north of West North Shore Avenue to a point 20 feet north thereof -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday (public benefit), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred --* INSTALLATION OF "NO TRUCK PARKING" SIGNS.

The aldermen named below presented proposed ordinances for the installation of "No Truck Parking" signs on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location
<b>CÁRDENAS</b> (12 <sup>th</sup> Ward)	South Albany Avenue (both sides) from West 31 <sup>st</sup> Street to West 30 <sup>th</sup> Street -- at all times -- all days; [O2019-8205]  West 30 <sup>th</sup> Street (both sides) from South Albany Avenue to South Troy Street -- at all times -- all days; [O2019-8038]
<b>RAMIREZ-ROSA</b> (35 <sup>th</sup> Ward)	North Kimball Avenue (west side) from West Newport Avenue to West Addison Street -- at all times -- all days. [O2019-8200]

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*Referred --* ESTABLISHMENT OF "EGYPTIAN CONSULATE PARKING ONLY" ON PORTION OF N. BEAUBIEN COURT.  
[O2019-8241]

Alderman Reilly (42<sup>nd</sup> Ward) presented a proposed ordinance to establish "Egyptian Consulate Parking Only" on North Beaubien Court (west side) from a point 20 feet south of East Lake Street to a point 20 feet south thereof -- one car length -- at all times -- all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.



## 2. ZONING ORDINANCE AMENDMENTS.

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None.

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## 3. CLAIMS.

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None.

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## 4. UNCLASSIFIED MATTERS.

*(Arranged In Order According To Ward Number)*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERMAN LA SPATA (1<sup>st</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Foto Quetzal -- to maintain and use one sign at 2419 North Milwaukee Avenue;  
[O2019-8145]



Fulton Grace Realty -- to maintain and use one sign at 1448 North Western Avenue;  
[O2019-8149]

Milwaukee Avenue Properties LLC -- to maintain and use one fire escape adjacent to  
1272 North Milwaukee Avenue;  
[O2019-8141]

Property Consultants Realty, Inc. -- to maintain and use one sign at 2643 West  
North Avenue;  
[O2019-8151]

RSRC 1819 LLC -- to maintain and use two canopies at 1819 West Division Street;  
[O2019-8160]

Walgreens Number 258 -- to maintain and use three signs at 1650 West Chicago Avenue;  
[O2019-8152]

Walgreens Number 2877 -- to maintain and use one canopy at 2440 West North Avenue;  
[O2019-8164]

Walgreens Number 09000 -- to maintain and use eight light fixtures adjacent to 2001 North  
Milwaukee Avenue; and  
[O2019-8154]

Wonder Chop -- to construct, install, maintain and use one awning at 2418 West  
Fullerton Avenue.  
[O2019-8060]

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*Referred* -- CALL ON DEPARTMENT OF TRANSPORTATION TO FORMALLY  
RECOGNIZE COHESIVE CHARACTER OF DIVISION STREET STREETSCAPE  
DURING PUBLIC WAY PERMIT REVIEW PROCESS.

[R2019-743]

Also, a proposed resolution calling on the Department of Transportation to formally recognize the Division Street streetscape during the review process of public way permits; to study the cohesive streetscape along Division Street, especially between Ashland Avenue and Damen Avenue, in order to preserve the character of the streetscape throughout the public way permitting process; and further, to explore the historical origins of the Division Street streetscape to determine its eligibility for inclusion within the City of Chicago streetscape planning elements, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

**ALDERMAN LA SPATA (1<sup>st</sup> Ward)**  
**And OTHERS:**

*Referred -- CALL FOR HEARING ON LINCOLN YARDS REDEVELOPMENT AGREEMENT AND CORTLAND AND CHICAGO RIVER TAX INCREMENT FINANCING (TIF) DISTRICT.*

[R2019-741]

A proposed resolution, presented by Aldermen La Spata, Taylor, Sigcho-Lopez, Maldonado, Cardona, Rodriguez-Sanchez, Ramirez-Rosa, Vasquez, Smith, Martin and Hadden, calling on the Committee on Finance to hold a hearing concerning the Lincoln Yards Redevelopment Agreement and the Cortland and Chicago River Tax Increment Financing (TIF) District; calling on all City departments relevant to the determination, approval and administration of the Cortland and Chicago River Tax Increment Financing (TIF) District to appear at the aforementioned hearing; and further, calling on the Department of Planning and Development and the Department of Law to report on the determinations of blight, obsolescence and other related legal terms determining eligibility for the Cortland and Chicago River Tax Increment Financing (TIF) District, which was *Referred to the Committee on Finance*.

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*Referred -- CALL FOR HEARING ON E-SCOOTER PILOT PROGRAM.*

[R2019-742]

Also, a proposed resolution, presented by Aldermen La Spata, Hopkins, King, Beale, Sigcho-Lopez, Maldonado, Taliaferro, Cardona, Rodriguez-Sanchez, Ramirez-Rosa, Vasquez and Smith, calling on the Department of Business Affairs and Consumer Protection to appear at a hearing before the Committee on License and Consumer Protection to address public feedback received from aldermanic offices and e-scooter pilot companies concerning the E-Scooter Pilot Program's operational requirements, compliance with the laws and rules, safety regulations, and data sharing requirements, along with data collected from hospitals and health agencies on the injuries related to the pilot program, which was *Referred to the Committee on Pedestrian and Traffic Safety*.



Presented By

**ALDERMAN HOPKINS (2<sup>nd</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 9-64-206 OF MUNICIPAL CODE CONCERNING HOURS OF OPERATION AND INSTALLATION OF PARKING METERS ON PORTIONS OF W. FULLERTON AVE.

[O2019-7924]

A proposed ordinance to amend Title 9, Chapter 64, Section 206 of the Municipal Code of Chicago by establishing the hours of operation for parking meters on the north side of West Fullerton Avenue, from North Greenview Avenue to North Southport Avenue, and on the south side of West Fullerton Avenue, from North Bosworth Avenue to North Southport Avenue, to include from 10:00 A.M. to 8:00 P.M. on Sundays; and directing the City Comptroller to install parking meters thereto, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Alfred's -- to maintain and use one awning at 4 West Chicago Avenue;

[O2019-8043]

Archway Construction Company, Inc. -- to maintain and use one sign at 1962 North Clybourn Avenue;

[O2019-8158]

Corcoran's Grill & Pub -- to maintain and use four light fixtures adjacent to 1615 North Wells Street;

[O2019-8161]

Corcoran's Grill & Pub -- to maintain and use two steps adjacent to 1615 North Wells Street;

[O2019-8163]



Go Grocer Number 1 -- to maintain and use one awning at 2060 West North Avenue;  
[O2019-8044]

Pure Barre-Chicago Old Town -- to maintain and use one sign at 1350 North Wells Street;  
[O2019-8165]

Sunny Side Up -- to maintain and use one sign at 1028 North Clark Street;  
[O2019-8167]

Walgreens Number 1375 -- to maintain and use four signs at 1200 North Dearborn Street;  
and  
[O2019-8168]

938 West North Avenue LLC -- to maintain and use two flood lights adjacent to 938 West  
North Avenue.  
[O2019-8171]

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*Referred* -- STANDARDIZATION OF SOUTH SIDE OF 301 -- 399 BLOCK OF  
E. CHICAGO AVE. AS "JUSTICE JOHN PAUL STEVENS WAY".  
[O2019-7925]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the south side of the 301 -- 399 block of East Chicago Avenue, between North Lake Shore Drive and North Fairbanks Court, as "Justice John Paul Stevens Way", which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- EXPRESSION OF SUPPORT FOR ADULT USE OF ENTHEOGENIC PLANTS AND CALL FOR HEARING TO DISCUSS FINDINGS ON FEASIBILITY OF USE OF ENTHEOGENIC PLANTS AND PLANT-BASED COMPOUNDS AS NON-PHARMACOLOGICAL ALTERNATIVE TREATMENT OPTIONS.  
[R2019-735]

Also, a proposed resolution prohibiting any department, agency, board, commission, officer, employee or other individual representing the City of Chicago to use funds or resources to assist in the enforcement of laws imposing penalties for the adult use and possession of



Entheogenic Plants and plant-based compounds listed on the Federal Controlled Substances Schedule 1 List; calling on the Cook County States' Attorney and the Chief Judge of the Cook County Circuit Court to cease prosecution of persons involved in the use of Entheogenic Plants or plant-based compounds listed on the Federal Controlled Substances Schedule 1 List; and further, calling on the Chicago Department of Public Health to study the feasibility of the use of Entheogenic Plants and plant-based compounds as non-pharmacological alternative treatment options and discuss the findings at a hearing before the Committee on Health and Human Relations, which was *Referred to the Committee on Health and Human Relations*.

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Presented By

**ALDERMAN DOWELL (3<sup>rd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Cafe Bionda -- to maintain and use one awning at 1924 South State Street;  
[O2019-8045]

Cafe Bionda -- to maintain and use three awnings at 1924 South State Street;  
[O2019-8046]

Cafe Bionda -- to maintain and use 11 light fixtures adjacent to 1924 South State Street;  
[O2019-8173]

Red Apple Food & Liquor, Inc. -- to maintain and use one canopy at 317 East 51<sup>st</sup> Street;  
and  
[O2019-8169]

Red Apple Food & Liquor, Inc. -- to maintain and use two security cameras adjacent to  
315 -- 317 East 51<sup>st</sup> Street.  
[O2019-8175]



Presented By

**ALDERMAN DOWELL (3<sup>rd</sup> Ward)  
And OTHERS:**

*Referred --* CALL FOR HEARING TO ADDRESS UNRULY MOTORCYCLE AND BIKE STUNT-RIDING GROUPS OPERATING ON PUBLIC WAY.

[R2019-740]

A proposed resolution, presented by Aldermen Dowell, King, Sigcho-Lopez, Reilly, Smith and Tunney, calling on the Committee on Public Safety to hold a hearing to address the plans and strategies of the Chicago Police Department and the Office of Emergency Management and Communications to prevent unruly motorcycle and bike stunt-riding groups operating on highways and streets within the City of Chicago, which was *Referred to the Committee on Public Safety*.

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Presented By

**ALDERMAN KING (4<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Board of Trade of the City of Chicago, Inc. -- to maintain and use one occupation of space (Delta Barrier) adjacent to 400 South LaSalle Street;

[O2019-8176]

Chicago Bar Association Condominium Association -- to maintain and use two flagpoles adjacent to 321 South Plymouth Court; and

[O2019-8178]

Church of Scientology of Illinois -- to maintain and use one sign at 650 South Clark Street.

[O2019-8179]



Presented By

**ALDERMAN KING (4<sup>th</sup> Ward) And  
ALDERMAN DOWELL (3<sup>rd</sup> Ward):**

*Referred --* AMENDMENT OF SECTION 4-244-140(b) OF MUNICIPAL CODE TO PROHIBIT PEDDLING ON VARIOUS PORTIONS OF PUBLIC WAY WITHIN 3<sup>RD</sup> AND 4<sup>TH</sup> WARDS.

[O2019-8027]

A proposed ordinance to amend Title 4, Chapter 244, Section 140(b) of the Municipal Code of Chicago to prohibit peddling of any merchandise or any other article or thing at any time on portions of the public way beginning at the intersection of South State Street and East 11<sup>th</sup> Street; thence east on East 11<sup>th</sup> Street to South Michigan Avenue; thence south on South Michigan Avenue to East Roosevelt Road; thence east on East Roosevelt Road to South Columbus Drive; thence west on East Roosevelt Road to South Indiana Avenue; thence south on South Indiana Avenue to East 13<sup>th</sup> Street; thence west on East 13<sup>th</sup> Street to South State Street; thence north on South State Street to West Roosevelt Road; thence west on West Roosevelt Road to South Clark Street; thence east on West Roosevelt Road to South State Street; and thence north on South State Street to the place of the beginning, which was *Referred to the Committee on License and Consumer Protection.*

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Presented By

**ALDERMAN HAIRSTON (5<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Del Prado LLC -- to maintain and use two fire escapes adjacent to 5301 South Hyde Park Boulevard; and

[O2019-8180]

Taste of Chicago 2 -- to maintain and use four light fixtures adjacent to 1912 East 71<sup>st</sup> Street.

[O2019-8181]



Presented By

**ALDERMAN HAIRSTON (5<sup>th</sup> Ward),  
ALDERMAN RAMIREZ-ROSA (35<sup>th</sup> Ward)  
And OTHERS:**

*Referred --* AMENDMENT OF TITLE 2 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 2-83 ENTITLED "CIVILIAN POLICE ACCOUNTABILITY COUNCIL".

[O2019-8058]

A proposed ordinance, presented by Aldermen Hairston, Ramirez-Rosa, La Spata, Harris, Beale, Sadlowski Garza, Lopez, Coleman, Taylor, Brookins, Rodriguez, Sigcho-Lopez, Maldonado, Cardona, Rodriguez-Sanchez, Mitts, Vasquez, Martin and Hadden, to amend Title 2 of the Municipal Code of Chicago by adding new Chapter 2-83 to establish a municipal office to be known as the Civilian Police Accountability Council (CPAC) composed of elected individuals, one from each set of two contiguous police districts in the City, with voting powers in the council equal to the percentage of the population of the City that his or her district comprises and with powers to appoint a Superintendent of Police; adopt rules and regulations for the governance of the Department of Police; appoint members to the Police Board; select and supervise the Chief Administrator for the Civilian Office of Police Accountability (COPA); petition the Chief Judge of the United States District Court for the Northern District of Illinois to convene a Grand Jury if a member of the Department of Police has committed a crime; review, approve and submit to the City the annual budget of the Department of Police; provide required educational opportunities for CPAC members; establish officers, committees and subcommittees for the effective conduct of CPAC business; hire a CPAC attorney and staff to interpret rights and draft legislation; review and sign off on all complaint investigations and new Department of Police policies and special orders; disallow use of the Department of Police by outside law enforcement agencies; negotiate and approve contracts with police unions; remap City of Chicago police districts; and, investigate all allegations of misconduct by Department of Police not investigated by COPA, which was *Referred to the Committee on Public Safety*.

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Presented By

**ALDERMAN MITCHELL (7<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Dollar Tree -- to maintain and use one sign at 7158 South Stony Island Avenue; and  
[O2019-8183]

7139 Self Park -- to maintain and use one fire escape adjacent to 7139 South Exchange Avenue.  
[O2019-8184]

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Presented By

**ALDERMAN BEALE (9<sup>th</sup> Ward):**

*Referred* -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR EDWARD FASHION UNLIMITED.

[O2019-8194]

A proposed ordinance to grant permission and authority to Edward Fashion Unlimited to maintain and use one canopy at 11363 South Michigan Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 11417 S. FORRESTVILLE AVE.

[Or2019-401]

Also, a proposed order authorizing the Commissioners of Buildings, Environment, and Fire, the Director of Revenue and the Zoning Administrator to issue all necessary permits, free of charge, for the replacement of three second floor windows of the historic property located at 11417 South Forrestville Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN SADLOWSKI GARZA (10<sup>th</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Stony Island Reclamation Company -- to maintain and use one force sewer main adjacent to 12123 South Stony Island Avenue; and

[O2019-8186]

Walgreens Number 147 -- to maintain and use two signs at 3611 East 106<sup>th</sup> Street.

[O2019-8188]

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Presented By

**ALDERMAN THOMPSON (11<sup>th</sup> Ward):**

*Referred* -- DESIGNATION OF 31<sup>ST</sup> PRECINCT OF 11<sup>TH</sup> WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2019-8021]

A proposed ordinance designating the 31<sup>st</sup> Precinct of the 11<sup>th</sup> Ward as a Restricted Residential Zone pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago which prohibits all new or additional shared housing units and vacation rentals within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Petco Number 1989 -- to maintain and use three signs at 611 West Roosevelt Road;

[O2019-8190]

Three A Cleaners, Inc. -- to maintain and use one awning at 252 West 31<sup>st</sup> Street;

[O2019-8061]

Walgreens Number 04461 -- to maintain and use four signs at 501 West Roosevelt Road; and

[O2019-8191]



635 -- 647 West Roosevelt Venture LLC -- to construct, install, maintain and use one door swing adjacent to 639 West Roosevelt Road.

[O2019-8192]

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Presented By

**ALDERMAN CÁRDENAS (12<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 12.285 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. ARCHER AVE.

[O2019-7999]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 12.285 which restricted the issuance of additional package goods licenses on South Archer Avenue, from South Damen Avenue to South Leavitt Street, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR V&M TECNICENTRO AUTOMOTRIZ, INC.

[O2019-8113]

Also, a proposed ordinance to grant permission and authority to V&M Tecnicentro Automotriz, Inc. to maintain and use one awning at 3017 West 26<sup>th</sup> Street, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- EXEMPTION OF ARCHELINA PLACE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2019-8002]

Also, a proposed ordinance to exempt Archelina Place from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3211 South Archer Avenue,



pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN CÁRDENAS (12<sup>th</sup> Ward)**  
**And OTHERS:**

*Referred --* AMENDMENT OF CHAPTER 11-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 11-4-615 CONCERNING NOTIFICATION REQUIREMENT FOR AIR PERMIT APPLICATIONS.

[O2019-8047]

A proposed ordinance, presented by Aldermen Cárdenas, La Spata, Dowell, King, Lopez, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Sigcho-Lopez, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Villegas, Mitts, Nugent, Vasquez, Smith, Osterman and Hadden, to amend Title 11, Chapter 4 of the Municipal Code of Chicago by adding new Section 11-4-615 requiring any person applying for a facility or operating permit to give notice to the Commissioner of Public Health within seven days of applying for the permit if the facility has the potential to emit 100 tons or more of any air pollutant or 25 tons of a single hazardous air pollutant per year; requiring the Commissioner of Public Health to mail a copy of the notice within 14 days after receipt to all residents who live within 1,000 feet of the facility and any aldermen whose ward is affected by the 1,000-foot zone; and further, requiring the Commissioner of Public Health to notify the Chairman of the Committee on Environmental Protection and Energy when a facility, subject to the aforementioned permit requirement, is located in a community with a low-income and/or a minority population that is greater than twice the statewide average, and, after such notification, the Chairman will hold a hearing within 45 days to determine the impacts of the facility on the surrounding community, which was *Referred to the Committee on Environmental Protection and Energy*.

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*Referred --* CALL ON GOVERNOR J.B. PRITZKER AND ILLINOIS GENERAL ASSEMBLY TO SUPPORT PASSAGE OF CLEAN ENERGY JOBS ACT.

[R2019-747]

Also, a proposed resolution, presented by Aldermen Cárdenas, La Spata, Hopkins, Lopez, Curtis, O'Shea, Taylor, Tabares, Sigcho-Lopez, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Villegas, Mitts, Nugent, Vasquez, Smith, Osterman, Hadden and Silverstein, calling on Governor J.B. Pritzker and the Illinois General Assembly



to pass the Clean Energy Jobs Act which will implement the State of Illinois' commitment to 100 percent renewable energy use by 2050, a carbon-free power sector by 2030, the reduction of gas and diesel vehicles from the transportation sector, the creation of good-paying jobs and the support of economic opportunity for all of Illinois, which was *Referred to the Committee on Environmental Protection and Energy*.

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*Referred --* CALL FOR HEARING ON PEOPLES GAS SYSTEM MODERNIZATION PROGRAM.

[R2019-746]

Also, a proposed resolution, presented by Aldermen Cárdenas, La Spata, Hopkins, Dowell, Sadlowski Garza, Taylor, Rodriguez, Tabares, Sigcho-Lopez, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Nugent, Vasquez, Smith, Martin and Hadden, calling on Peoples Gas executives, the Illinois Commerce Commission and representatives from Chicago consumer advocacy and community organizations to appear at a hearing before the Committee on Environmental Protection and Energy to discuss the Peoples Gas System Modernization Program and the impacts this pipe replacement program will have on Peoples Gas customers; and further, urging Governor J.B. Pritzker and the Illinois General Assembly to restore the necessary oversight needed to the Peoples Gas System Modernization Program to protect Peoples Gas customers and the public interest, which was *Referred to the Committee on Environmental Protection and Energy*.

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Presented By

**ALDERMAN QUINN (13<sup>th</sup> Ward):**

*Referred --* DESIGNATION OF 15<sup>TH</sup> PRECINCT OF 13<sup>TH</sup> WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2019-8006]

A proposed ordinance designating the 15<sup>th</sup> Precinct of the 13<sup>th</sup> Ward as a Restricted Residential Zone pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago which prohibits all new or additional shared housing units and vacation rentals within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection*.



Presented By

**ALDERMAN BURKE (14<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Carnitas Don Rafa -- to maintain and use one sign at 4597 South Archer Avenue;  
[O2019-8196]

Cicero Archer Currency Exchange, Inc. -- to maintain and use two security cameras adjacent to 5354 South Archer Avenue;  
[O2019-8198]

El Tarasco -- to maintain and use four canopies at 4358 West 51<sup>st</sup> Street; and  
[O2019-8202]

McDonald's Number 335 -- to maintain and use two signs at 5733 South Kedzie Avenue.  
[O2019-8199]

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*Referred -- APPROVAL OF GAGE PARK COMMUNITY EDUCATION CAMPUS.*  
[O2019-8001]

Also, a proposed ordinance directing the Commissioner of Transportation or his designee to approve the Gage Park Community Education Campus in the block bounded by West 51<sup>st</sup> Street, South St. Louis Avenue, West 47<sup>th</sup> Street and South Homan Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN LOPEZ (15<sup>th</sup> Ward):**

*Referred -- AMENDMENT OF SECTION 8-4-127 OF MUNICIPAL CODE TO PROHIBIT CYBER-FLASHING.*

[O2019-8026]

A proposed ordinance to amend Title 8, Chapter 4, Section 127 of the Municipal Code of Chicago to prohibit any person from sending, knowingly and without lawful justification, intimate images of a person through the use of technology that enables the transfer of files,



pictures, videos or text by using wireless local area networking devices to cellular telephone users without the express consent of the person, which was *Referred to the Committee on Public Safety*.

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Presented By

**ALDERMAN LOPEZ (15<sup>th</sup> Ward),  
ALDERMAN BEALE (9<sup>th</sup> Ward),  
ALDERMAN NAPOLITANO (41<sup>st</sup> Ward),  
ALDERMAN GARDINER (45<sup>th</sup> Ward)  
And OTHERS:**

*Referred -- CALL FOR PUBLIC HEARING ON EMPLOYEE VACANCIES WITHIN CITY DEPARTMENTS.*

[R2019-744]

A proposed resolution, presented by Aldermen Lopez, Beale, Napolitano, Gardiner, Sawyer, Maldonado, Reilly and Smith, calling on all City department representatives to appear at a public hearing before the Committee on the Budget and Government Operations to discuss the employee vacancies in their departments, the duration of the vacancies and their objectives moving forward to determine if the vacant positions need to remain within the department; and further, requesting that the aforementioned hearing take place before the Committee on the Budget and Government Operations and start discussions regarding the 2020 appropriations and revenue ordinances to provide a more accurate budgeting perspective, which was *Referred to the Committee on the Budget and Government Operations*.

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Presented By

**ALDERMAN COLEMAN (16<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Extra Value Food & Liquor -- to maintain and use two fire shutters adjacent to 6257 South Ashland Avenue;

[O2019-8201]

Extra Value Food & Liquor -- to maintain and use four security cameras adjacent to 6257 South Ashland Avenue; and

[O2019-8203]

Mufflers 4 Less -- to maintain and use one sign at 2934 West 63<sup>rd</sup> Street.

[O2019-8204]

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Presented By

**ALDERMAN MOORE (17<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Costa Azul Travel -- to maintain and use one awning at 3123 West 63<sup>rd</sup> Street; and

[O2019-8048]

Walgreens Number 05825 -- to maintain and use four signs at 1213 West 79<sup>th</sup> Street.

[O2019-8206]

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Presented By

**ALDERMAN MOORE (17<sup>th</sup> Ward),  
ALDERMAN KING (4<sup>th</sup> Ward)  
And OTHERS:**

*Referred -- RENAMING OF PORTION OF LAKE SHORE DR. AS "JEAN BAPTISTE POINT DU SABLE DRIVE".*

[O2019-7918]

A proposed ordinance, presented by Aldermen Moore, King, Coleman, Curtis, Brookins, Sigcho-Lopez, Burnett, Taliaferro, Reboyras, Martin and Hadden authorizing the renaming of



Lake Shore Drive, from West Hollywood Avenue to the point where Lake Shore Drive merges into South South Shore Drive, which occurs just south of East 71<sup>st</sup> Street, as "Jean Baptiste Point Du Sable Drive, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN CURTIS (18<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR MOTHER'S TOUCH DAY CARE.*

[O2019-8066]

A proposed ordinance to grant permission and authority to Mother's Touch Day Care to maintain and use two awnings at 2501 West 71<sup>st</sup> Street, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN O'SHEA (19<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Barraco's Pizza -- to maintain and use three signs at 3047 West 111<sup>th</sup> Street; and  
[O2019-8209]

Jackson Hewitt Tax Services -- to construct, install, maintain and use one awning at 10332 South Western Avenue.

[O2019-8068]



Presented By

**ALDERMAN TAYLOR (20<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Blue Lotus Yoga -- to maintain and use two signs at 816 East 63<sup>rd</sup> Street;  
[O2019-8210]

Historic Stand L.P. Holsten Real Estate -- to maintain and use three door swings adjacent to 6321 South Cottage Grove Avenue;  
[O2019-8213]

Whiteside Liquors, Inc. -- to maintain and use three security cameras adjacent to 425 East 63<sup>rd</sup> Street; and  
[O2019-8217]

5929 South State Street -- to construct, install, maintain and use three door swings adjacent to 5929 South State Street.  
[O2019-8220]

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Presented By

**ALDERMAN BROOKINS (21<sup>st</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR INFINITI HAIR & NAIL SALON.*  
[O2019-8070]

A proposed ordinance to grant permission and authority to Infiniti Hair & Nail Salon to construct, install, maintain and use one awning at 1358 West 95<sup>th</sup> Street, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

**ALDERMAN BROOKINS (21<sup>st</sup> Ward)  
And OTHERS:**

*Referred -- CALL FOR MANDATORY ACTIVE SHOOTER TRAINING FOR ALL PUBLIC AND PRIVATE PROFESSIONAL BUILDINGS.*

[O2019-8051]

A proposed ordinance, presented by Aldermen Brookins, Curtis, Sposato, Napolitano and Gardiner, requiring all commercial and governmental businesses and agencies with more than 200 employees to conduct a minimum of two evacuation drills each calendar year to address and prepare their personnel for an active shooter incident, with each drill following the criteria contained in the Active Shooter Preparedness Enhancement Act of 2016; and further, requiring all Chicago Police and Fire Department officials to participate in mandatory training for mass casualty and active shooter incidents to better provide assistance in these incidents, which was *Referred to the Committee on Public Safety*.

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Presented By

**ALDERMAN RODRIGUEZ (22<sup>nd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Sonora Meats -- to maintain and use one awning at 4135 West 26<sup>th</sup> Street;

[O2019-8071]

Southwest Family Health Center -- to maintain and use one sign at 4839 West 47<sup>th</sup> Street;  
and

[O2019-8226]

Varela Grocery -- to maintain and use one awning at 4101 West 25<sup>th</sup> Street.

[O2019-8073]



*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

LNV Investment Corporation -- 2839 South Pulaski Road; and

[O2019-8003]

Roman Fences -- 2216 South Central Park Avenue.

[O2019-8004]

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Presented By

**ALDERMAN TABARES (23<sup>rd</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Boost Mobile -- to maintain and use one sign at 4012 West 55<sup>th</sup> Street;

[O2019-8227]

Dulceria M. Internacional, Inc. -- to maintain and use one canopy at 3334 West 63<sup>rd</sup> Street;

[O2019-8214]

Las Brisas -- to maintain and use one canopy at 5859 South Harlem Avenue;

[O2019-8218]

Moran Body Shop -- to maintain and use one sign at 5243 South Archer Avenue; and

[O2019-8229]

Walgreens Number 2711 -- to maintain and use three signs at 7150 West Archer Avenue.

[O2019-8231]



*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 5335 S. PULASKI RD.

Also, two proposed orders for the issuance of permits to install signs/signboards at 5335 South Pulaski Road, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard measuring 158 square feet; and

[Or2019-399]

one sign/signboard measuring 190 square feet.

[Or2019-400]

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Presented By

**ALDERMAN SCOTT (24<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

GW Properties -- 2950 West 26<sup>th</sup> Street; and

[O2019-7996]

David Terrell -- 705 South Kedzie Avenue.

[O2019-7997]



Presented By

**ALDERMAN SIGCHO-LOPEZ (25<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Eight proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Itty Bitty's Doggy Daycare Ltd. -- to maintain and use one awning at 1040 West 18<sup>th</sup> Street;  
[O2019-8049]

Noodles & Company Number 673 -- to maintain and use two signs at 1100 South Canal Street;  
[O2019-8235]

Walgreens Number 1417 -- to maintain and use three signs at 1931 West Cermak Road;  
[O2019-8237]

Wnдр Museum -- to construct, install, maintain and use two awnings at 1130 West Monroe Street;  
[O2019-8050]

The 024 Condominium Association -- to maintain and use three bay windows adjacent to 2354 South Oakley Avenue;  
[O2019-8240]

The 024 Condominium Association -- to maintain and use one staircase adjacent to 2354 -- 2358 South Oakley Avenue;  
[O2019-8242]

The 024 Condominium Association -- to maintain and use three steps adjacent to 2354 -- 2358 South Oakley Avenue; and  
[O2019-8243]

The 024 Condominium Association -- to maintain and use one turret adjacent to 2354 South Oakley Avenue.  
[O2019-8244]



Presented By

**ALDERMAN MALDONADO (26<sup>th</sup> Ward)**  
**And OTHERS:**

*Referred -- CALL FOR HEARING ON STAFF SHORTAGES AND CLASS SIZES IN CHICAGO PUBLIC SCHOOLS AND URGE CHICAGO PUBLIC SCHOOLS AND CHICAGO PARK DISTRICT TO REACH CONTRACT SETTLEMENT AGREEMENTS.*

[R2019-745]

A proposed resolution, presented by Aldermen Maldonado, La Spata, Dowell, King, Hairston, Sawyer, Beale, Sadlowski Garza, Cárdenas, Quinn, Lopez, Curtis, Taylor, Rodriguez, Tabares, Sigcho-Lopez, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Mitts, Sposato, Nugent, Vasquez, Napolitano, Tunney, Gardiner, Cappleman, Martin, Hadden and Silverstein, calling for the Committee on Education and Child Development to hold a hearing to address the critical staff shortages and class sizes in Chicago Public Schools; urging Chicago Public Schools to reach a contract settlement agreement that includes improved staffing numbers and appropriate class sizes to ensure the safety and wellbeing of all students; and further, urging the Chicago Park District to reach a contract settlement agreement that includes improved staffing numbers and appropriate compensation, benefits, and promotional opportunities to ensure that Chicago residents continue to receive high quality park services, which was *Referred to the Committee on Education and Child Development*.

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Presented By

**ALDERMAN BURNETT (27<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Fourteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Boqueria -- to construct, install, maintain and use three canopies at 801 -- 811 West Fulton Market;

[O2019-8222]



Boqueria -- to maintain and use two signs at 801 -- 811 West Fulton Market;  
[O2019-8248]

The Breakfast Club, Inc. -- to maintain and use two planters adjacent to 1381 West Hubbard Street;  
[O2019-8246]

Victor Damato -- to maintain and use one garbage enclosure adjacent to 509 North May Street;  
[O2019-8250]

Victor Damato -- to maintain and use one staircase adjacent to 509 North May Street;  
[O2019-8251]

FMW Holdings LLC -- to maintain and use one occupation of space adjacent to 1114 West Fulton Market;  
[O2019-8252]

Goose Island Beer Company -- to maintain and use one canopy at 1800 West Fulton Street;  
[O2019-8225]

Goose Island Beer Company -- to maintain and use 10 light fixtures adjacent to 1800 West Fulton Street;  
[O2019-8254]

Holsten Real Estate Development Corporation -- to maintain and use two park benches adjacent to 459 West Division Street;  
[O2019-8255]

Rush University Medical Center -- to maintain and use one manhole adjacent to 1653 West Congress Parkway;  
[O2019-8256]

The Spice House -- to maintain and use one sign at 1512 North Wells Street;  
[O2019-8257]

Square Roots Kitchen LLC -- to maintain and use one sign at 120 South Halsted Street;  
[O2019-8259]

Walgreens Number 03961 -- to maintain and use two signs at 2340 West Madison Street;  
and  
[O2019-8260]

Walgreens Number 04978 -- to maintain and use seven signs at 111 South Halsted Street.  
[O2019-8261]



*Referred* -- GRANT OF PRIVILEGE TO HERITAGE 1201 WEST LAKE LLC FOR SIDEWALK CAFE.

[O2019-8123]

Also, a proposed ordinance to grant permission and authority to Heritage 1201 West Lake LLC to maintain and use a portion of the public way adjacent to 172 North Racine Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Joudeh Investments LLC -- 2341 West Adams Street;

[O2019-8033]

Madlan Industries LLC -- 328 North Albany Avenue; and

[O2019-8030]

Mission of Our Lady of Angels -- 3814 West Iowa Street.

[O2019-8029]

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*Referred* -- STANDARDIZATION OF 1400 W. WASHINGTON BLVD. AS "HONORARY PLUMBERS CAMPUS".

[O2019-8031]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 1400 West Washington Boulevard, northwest corner of West Washington Boulevard and North Loomis Street, as "Honorary Plumbers Campus", which was *Referred to the Committee on Transportation and Public Way*.



*Referred --* ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, 10 proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

- one sign/signboard at 1216 West Cortez Street;  
[Or2019-406]
- one sign/signboard measuring 18 square feet at 916 West Fulton Market;  
[Or2019-407]
- one sign/signboard measuring 21 square feet at 916 West Fulton Market;  
[Or2019-408]
- one sign/signboard at 910 West Huron Street;  
[Or2019-409]
- one sign/signboard at 410 North Milwaukee Avenue -- Permit Number 100835308;  
[Or2019-410]
- one sign/signboard at 410 North Milwaukee Avenue -- Permit Number 100835309;  
[Or2019-411]
- one sign/signboard at 410 North Milwaukee Avenue -- Permit Number 100835310;  
[Or2019-412]
- one sign/signboard at 410 North Milwaukee Avenue -- Permit Number 100835311;  
[Or2019-413]
- one sign/signboard at 410 North Milwaukee Avenue -- Permit Number 100835313; and  
[Or2019-414]
- one sign/signboard at 410 North Milwaukee Avenue -- Permit Number 100835314.  
[Or2019-415]

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Presented By

**ALDERMAN ERVIN (28<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY FOR RS RETAIL LLC.

Three proposed ordinances to grant permission and authority to RS Retail LLC for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



to maintain and use five awnings at 1200 West Taylor Street;

[O2019-8076]

to maintain and use one awning at 1212 West Taylor Street; and

[O2019-8078]

to maintain and use one awning at 1226 West Taylor Street.

[O2019-8080]

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*Referred* -- EXEMPTION OF ISHMAEL RODRIGUEZ FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2019-8041]

Also, a proposed ordinance to exempt Ishmael Rodriguez from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 556 North Cicero Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN ERVIN (28<sup>th</sup> Ward)**  
**And OTHERS:**

*Referred* -- AMENDMENT OF CHAPTER 7-24 OF MUNICIPAL CODE BY ADDING NEW ARTICLE VIII AND IX TO PROHIBIT ADULT-USE CANNABIS BUSINESS ESTABLISHMENTS.

[O2019-8063]

A proposed ordinance, presented by Aldermen Ervin, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Coleman, Moore, Curtis, Taylor, Brookins, Scott, Burnett, Taliaferro, Austin, Mitts, Martin and Hadden, to amend Title 7, Chapter 24 of the Municipal Code of Chicago by adding new Article VIII and IX to prohibit any person from locating, operating, owning, suffering, allowing to be operated or aiding, abetting or assisting in the operation of adult-use cannabis craft growers, adult-use cannabis cultivation centers, adult-use cannabis dispensing organizations, adult-use cannabis infuser organizations or infusers, adult-use cannabis processing organizations or processors, adult-use cannabis transporting



organizations and transporters, and on-premises cannabis consumption establishments within the City of Chicago before July 1, 2020; and further, to establish fines for violations thereof, which was *Referred to the Committee on Contracting Oversight and Equity*.

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Presented By

**ALDERMAN TALIAFERRO (29<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF CHAPTER 2-84 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-84-197 TO REQUIRE SUPERINTENDENT OF DEPARTMENT OF POLICE TO PROVIDE QUARTERLY REPORTS ON MURDERS AND MURDER CLEARANCE RATES TO COMMITTEE ON PUBLIC SAFETY.

[O2019-8019]

A proposed ordinance to amend Title 2, Chapter 84 of the Municipal Code of Chicago by adding new Section 2-84-197 requiring the Superintendent of the Chicago Department of Police, or his designee, to appear before the Committee on Public Safety on a quarterly basis, if requested by the Chairman of the Committee on Public Safety, to report on and answer questions concerning the number of murders in the City of Chicago and the City's murder clearance rate during the preceding quarter, which was *Referred to the Committee on Public Safety*.

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*Referred --* DONATION OF TURN-OUT FIREFIGHTER GEAR AND EQUIPMENT TO INTERNATIONAL FIRE TRAINING FORCE FOR USE IN COUNTRY OF ANTIGUA.

[O2019-8018]

Also, a proposed ordinance authorizing the Commissioner of the Chicago Fire Department to enter into and execute such documents as may be necessary and proper to implement the donation of turn-out firefighter gear and equipment, free and clear of any liens and encumbrances, in an "as is" condition, to the International Fire Training Force to be used in the country of Antigua, which was *Referred to the Committee on Public Safety*.



*Referred* -- DONATION OF TURN-OUT FIREFIGHTER GEAR AND EQUIPMENT TO INTERNATIONAL FIRE TRAINING FORCE FOR USE IN COUNTRY OF GHANA.

[O2019-8016]

Also, a proposed ordinance authorizing the Commissioner of the Chicago Fire Department to enter into and execute such documents as may be necessary and proper to implement the donation of turn-out firefighter gear and equipment, free and clear of any liens and encumbrances, in an "as is" condition, to the International Fire Training Force to be used in the country of Ghana, which was *Referred to the Committee on Public Safety*.

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*Referred* -- DONATION OF OBSOLETE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS TO INTERNATIONAL FIRE TRAINING FORCE FOR USE IN COUNTRY OF HAITI.

[O2019-8013]

Also, a proposed ordinance authorizing the Commissioner of the Chicago Fire Department to enter into and execute such documents as may be necessary and proper to implement the donation of 500 obsolete Fire Department self-contained breathing apparatus, free and clear of any liens and encumbrances, in an "as is" condition, to the International Fire Training Force to be used in the country of Haiti, which was *Referred to the Committee on Public Safety*.

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*Referred* -- DONATION OF STOKES BASKETS, SAWS AND STRETCHERS TO INTERNATIONAL FIRE TRAINING FORCE FOR USE IN COUNTRY OF HAITI.

[O2019-8014]

Also, a proposed ordinance authorizing the Commissioner of the Chicago Fire Department to enter into and execute such documents as may be necessary and proper to implement the donation of 25 stokes baskets, 3 saws and 30 stretchers, free and clear of any liens and encumbrances, in an "as is" condition, to the International Fire Training Force to be used in the country of Haiti, which was *Referred to the Committee on Public Safety*.

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*Referred* -- DONATION OF OBSOLETE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS TO INTERNATIONAL FIRE TRAINING FORCE FOR USE IN COUNTRY OF JAMAICA.

[O2019-8015]

Also, a proposed ordinance authorizing the Commissioner of the Chicago Fire Department to enter into and execute such documents as may be necessary and proper to implement the



donation of obsolete Fire Department self-contained breathing apparatus, free and clear of any liens and encumbrances, in an "as is" condition, to the International Fire Training Force to be used in the country of Jamaica, which was *Referred to the Committee on Public Safety*.

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*Referred --* DONATION OF OBSOLETE FIRE DEPARTMENT AMBULANCE TO INTERNATIONAL FIRE TRAINING FORCE FOR USE IN COUNTRY OF LIBERIA.  
[O2019-8012]

Also, a proposed ordinance authorizing the Commissioner of Fleet and Facility Management to enter into and execute such documents as may be necessary and proper to implement the donation of one obsolete Fire Department ambulance, free and clear of any liens and encumbrances, in an "as is" condition, to the International Fire Training Force to be used in the country of Liberia, which was *Referred to the Committee on Public Safety*.

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*Referred --* GRANT OF PRIVILEGE IN PUBLIC WAY FOR LORETTO HOSPITAL.  
[O2019-8262]

Also, a proposed ordinance to grant permission and authority to Loretto Hospital to maintain and use one pipe adjacent to 645 South Central Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN REBOYRAS (30<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Belmont-Central Chamber of Commerce -- to maintain and use one sign at 5534 West Belmont Avenue;

[O2019-8263]

Crash Champions LLC -- to construct, install, maintain and use three awnings at 5350 -- 5354 West Belmont Avenue;

[O2019-8052]

Crash Champions LLC -- to maintain and use four signs at 5350 -- 5354 West Belmont Avenue;

[O2019-8264]

Dollar Tree Number 644 -- to maintain and use one sign at 5616 West Belmont Avenue;

[O2019-8266]

EZPAWN Illinois -- to maintain and use three signs at 5456 West Belmont Avenue; and

[O2019-8267]

Walgreens Number 07359 -- to maintain and use five signs at 3222 North Milwaukee Avenue.

[O2019-8269]

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*Referred* -- EXEMPTION OF R&R AUTOMOTIVE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2019-7923]

Also, a proposed ordinance to exempt R&R Automotive from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3443 North Pulaski Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN CARDONA (31<sup>st</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Central Extra Value Food & Liquor -- to maintain and use one awning at 2914 North Central Avenue;

[O2019-8053]

Dunkin Donuts -- to maintain and use one sign at 2337 North Cicero Avenue;

[O2019-8270]

Mr. Pollo -- to maintain and use one awning at 5222 West Diversey Avenue;

[O2019-8054]

Walgreens Number 03948 -- to maintain and use four signs at 5140 West Diversey Avenue;

[O2019-8271]

Walgreens Number 09470 -- to maintain and use five canopies at 4817 West Fullerton Avenue; and

[O2019-8301]

Walgreens Number 09470 -- to maintain and use eight light fixtures adjacent to 4817 West Fullerton Avenue.

[O2019-8272]

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Presented By

**ALDERMAN WAGUESPACK (32<sup>nd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

GW North & Western LLC -- to construct, install, maintain and use two planters adjacent to 2356 West North Avenue;

[O2019-8273]

L&M Properties -- to maintain and use one step adjacent to 1209 West Nelson Street;

[O2019-8275]



Lakeview Chamber of Commerce -- to maintain and use one park bench adjacent to 3008 -- 3024 North Lincoln Avenue;

[O2019-8277]

Lakeview Chamber of Commerce -- to maintain and use 14 park benches adjacent to 3011 -- 3071 North Lincoln Avenue;

[O2019-8279]

Lula Cafe -- to maintain and use two awnings at 2537 -- 2541 North Kedzie Boulevard;

[O2019-8081]

Mable's Table -- to construct, install, maintain and use one awning at 1653 -- 1655 West Cortland Street;

[O2019-8083]

The Vitamin Shoppe -- to maintain and use two signs at 2705 North Elston Avenue;

[O2019-8280]

Walgreens Number 04494 -- to maintain and use three signs at 1649 West Belmont Avenue; and

[O2019-8282]

2915 North Clybourn Condominium Association -- to maintain and use 36 balconies adjacent to 2915 North Clybourn Avenue.

[O2019-8283]

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*Referred* -- EXEMPTION OF BUCKTOWN PROPERTIES, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2019-8022]

Also, a proposed ordinance to exempt Bucktown Properties, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1919 North Paulina Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

**ALDERMAN RODRIGUEZ-SANCHEZ (33<sup>rd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Albany Park Coin Laundry -- to maintain and use one awning at 5000 North Kedzie Avenue;

[O2019-8085]

Charcoal Delight, Inc. -- to maintain and use one sign at 3139 West Foster Avenue;

[O2019-8285]

Fruityland -- to maintain and use one awning at 4610 North Kedzie Avenue;

[O2019-8087]

Mr. Pollo -- to maintain and use one awning at 3026 West Belmont Avenue;

[O2019-8086]

North River Commission -- to maintain and use one kiosk adjacent to 3365 West Lawrence Avenue; and

[O2019-8287]

T&C Grocery Market, Inc. -- to maintain and use three flagpoles adjacent to 4754 North Bernard Street.

[O2019-8288]

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Presented By

**ALDERMAN AUSTIN (34<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR HALSTED & 119<sup>TH</sup> CURRENCY EXCHANGE, INC.*

[O2019-8289]

A proposed ordinance to grant permission and authority to Halsted & 119<sup>th</sup> Currency Exchange, Inc. to maintain and use two signs at 11932 South Halsted Street, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

**ALDERMAN RAMIREZ-ROSA (35<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Capricornio Hair Studio -- to maintain and use one canopy at 3619 West Lawrence Avenue;

[O2019-8304]

EZPawn -- to maintain and use six signs at 3711 West Fullerton Avenue;

[O2019-8290]

Late Bar -- to maintain and use one door swing adjacent to 3534 West Belmont Avenue;

[O2019-8291]

Silver Leaf Wine & Spirits -- to construct, install, maintain and use one awning at 3402 West Fullerton Avenue; and

[O2019-8088]

Walgreens Number 07687 -- to maintain and use seven light fixtures adjacent to 3320 West Fullerton Avenue.

[O2019-8292]

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Presented By

**ALDERMAN VILLEGAS (36<sup>th</sup> Ward):**

*Referred -- AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-92-635 ENTITLED "TRUCKING SERVICES".*

[O2019-8008]

A proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by adding new Section 2-92-635 defining "Trucking Service" and "Construction Contract" and authorizing the Chief Procurement Officer to establish rules governing the solicitation of construction contracts, which was *Referred to the Committee on Contracting Oversight and Equity*.



*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Alexandra Foods Company -- to maintain and use five awnings at 3300 North Central Avenue;

[O2019-8055]

La Flor De Jalisco -- to construct, install, maintain and use one awning at 4935 West Fullerton Avenue; and

[O2019-8056]

Restaurant El Ranchito -- to maintain and use six security fences adjacent to 5959 West Grand Avenue.

[O2019-8293]

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*Referred -- EXEMPTION OF MARBELLA CORPORATION/ALFREDO MONTIEL FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.*

[O2019-8007]

Also, a proposed ordinance to exempt Marbella Corporation/Alfredo Montiel from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1913 North Leclaire Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN MITTS (37<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR GLITZ CAR WASH.*

[O2019-8089]

A proposed ordinance to grant permission and authority to Glitz Car Wash to construct, install, maintain and use one awning at 4521 West Grand Avenue, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

**ALDERMAN SPOSATO (38<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE TO TINTO & TAPAS FOR SIDEWALK CAFE.*  
[O2019-8125]

A proposed ordinance to grant permission and authority to Tinto & Tapas to maintain and use a portion of the public way adjacent to 7958 West Belmont Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN VASQUEZ (40<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

MB Financial Bank -- to maintain and use four signs at 4800 North Western Avenue;  
[O2019-8294]

Middle East Grill -- to maintain and use one door swing adjacent to 1512 West Foster Avenue;  
[O2019-8295]

Michael Monaghan -- to maintain and use one sign at 2609 West Peterson Avenue;  
[O2019-8296]

Walgreens Number 06980 -- to maintain and use five canopies at 3019 West Peterson Avenue; and  
[O2019-8344]

Walgreens Number 06980 -- to maintain and use six light fixtures adjacent to 3019 West Peterson Avenue.  
[O2019-8297]



Presented By

**ALDERMAN NAPOLITANO (41<sup>st</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR TEASER'S PUB.*  
[O2019-8091]

A proposed ordinance to grant permission and authority to Teaser's Pub to maintain and use one awning at 7123 West Higgins Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN REILLY (42<sup>nd</sup> Ward):**

*Referred -- AMENDMENT OF CHAPTERS 3-47 AND 4-64 OF MUNICIPAL CODE CONCERNING RETAIL SALE OF ELECTRONIC CIGARETTES, LIQUID NICOTINE PRODUCTS AND TOBACCO WITH DAILY LIMITATIONS.*  
[O2019-8010]

A proposed ordinance to amend Chapters 3-47 and 4-64 of the Municipal Code of Chicago by modifying various sections and defining "Illegitimate nicotine goods", "Liquid nicotine product" and "Product unit" and prohibiting retail tobacco dealers from selling, bartering, or exposing for sale any illegitimate nicotine goods, including through the use of a website or any other digital platform; beginning June 1, 2020, requiring retail tobacco dealers at the time of the transaction to keep a written record in English of all sales of electronic cigarettes and liquid nicotine products with specific name, address, date of transaction, license number and description of products sold and quantity, with records open to inspection, at all reasonable times, by the Commissioner of Health or the Comptroller or their respective designees or by any duly authorized member of the Department of Police, Department of Business Affairs and Consumer Protection or Department of Finance, subject to maximum limits pursuant to Section 4-64-505(b) of this Code; and further, beginning June 1, 2020, prohibiting retail tobacco dealers from selling, giving away, bartering or exchanging electronic cigarettes or liquid nicotine products to an individual in excess of the daily maximum quantities of two electronic cigarettes, eight individual refill cartridges, pods or other-use containers of consumable liquid, gel, salt-based nicotine liquid or other solution for use, sold separately or as part of a unit, per calendar week, and 125 fluid milliliters of consumable liquid, gel, salt-based nicotine liquid, or other solution in bulk, per calendar week, which was *Referred to the Committee on License and Consumer Protection*.



*Referred* -- AMENDMENT OF CHAPTERS 3-47 AND 4-64 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS CONCERNING RETAIL SALE OF ELECTRONIC CIGARETTES, LIQUID NICOTINE PRODUCTS AND TOBACCO WITH DAILY AND MONTHLY LIMITATIONS.

[O2019-8057]

Also, a proposed ordinance to amend Chapters 3-47 and 4-64 of the Municipal Code of Chicago by defining: "Illegitimate nicotine goods", "Liquid nicotine product" and "Product unit" and prohibiting retail tobacco dealers from selling, bartering, or exposing for sale any illegitimate nicotine goods, including through the use of a website or any other digital platform; and beginning June 1, 2020, requiring retail tobacco dealers at the time of the transaction are required to keep a written record in English of all sales of electronic cigarettes and liquid nicotine products with specific name, address, date of transaction, license number and description of product sold and quantity, with records open to inspection at all reasonable times, by the Commissioner of Health or the Comptroller or their respective designees or by any duly authorized member of the Department of Police, Department of Business Affairs and Consumer Protection or Department of Finance, subject to maximum limits pursuant to Section 4-64-505(b) of this Code; and also beginning June 1, 2020 no retail tobacco dealer may sell, give away, barter or exchange electronic cigarettes or liquid nicotine products to an individual in excess of the maximum quantities: two electronic cigarettes; eight individual refill cartridges, pods or other-use containers of consumable liquid, gel, salt-based nicotine liquid or other solution for use, sold separately or as part of a unit; and 125 fluid milliliters of consumable liquid, gel, salt-based nicotine liquid, or other solution in bulk, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- AMENDMENT OF SECTION 7-28-785 OF MUNICIPAL CODE BY INCREASING FINES FOR VIOLATION OF COLLECTION BIN REQUIREMENTS.

[O2019-8020]

Also, a proposed ordinance to amend Title 7, Chapter 28, Section 785 of the Municipal Code of Chicago by increasing the fines for violation of the regulations and requirements for bins, boxes, trucks, or other containers placed outdoors for the collection of clothes or other items as donations, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- AMENDMENT OF TAXICAB STAND ON PORTION OF E. ILLINOIS ST.

[O2019-8009]

Also, a proposed ordinance to amend an ordinance previously amended by the City Council on October 31, 1990 (*Journal of the Proceedings of the City Council of the City of Chicago*,



pages 22639 and 22640) by striking: "Taxicab Stand Number 606, on East Illinois Street (upper level), from 120 feet east of North Michigan Avenue to a point 80 feet east thereof -- 4 vehicles, in designated area" and inserting in lieu thereof: "No parking tow-away zone on the north side of East Illinois Street (upper level) from 120 feet east of North Michigan Avenue to a point 80 feet east thereof", which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Also, 60 proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

AT&T Mobility -- to construct, install, maintain and use one exterior mount adjacent to 118 North Clinton Street;

[O2019-8298]

Bijan Bistro -- to maintain and use four awnings at 661 -- 663 North State Street;

[O2019-8092]

Binny's Beverage Depot -- to maintain and use one sign at 213 West Grand Avenue;

[O2019-8299]

Blaze Pizza -- to maintain and use one sign at 227 East Ontario Street;

[O2019-8300]

The Board of Trade of the City of Chicago, Inc. -- to maintain and use 42 planters adjacent to 141 West Jackson Boulevard;

[O2019-8302]

CCA MDA II LLC -- to construct, install, maintain and use one canopy at 60 East Benton Place;

[O2019-8348]

Chicago Mercantile Exchange, Inc. -- to maintain and use two signs at 20 South Wacker Drive;

[O2019-8303]

Cooper's Hawk Winery & Restaurant -- to construct, install, maintain and use two canopies at 58 East Oak Street;

[O2019-8305]



Corner Bakery Cafe -- to maintain and use five awnings at 676 North St. Clair Street;  
[O2019-8094]

DePaul University -- to maintain and use six vaults adjacent to 14 East Jackson Boulevard;  
[O2019-8306]

Eataly -- to maintain and use 10 banners adjacent to 43 East Ohio Street;  
[O2019-8307]

Eataly -- to maintain and use two signs at 43 East Ohio Street;  
[O2019-8308]

Eataly -- to maintain and use one windscreen adjacent to 43 East Ohio Street;  
[O2019-8309]

Gilt Bar/Doughnut Vault/Sawada Match/Radio Anago -- to construct, install, maintain and use three awnings at 226 -- 230 West Kinzie Street;  
[O2019-8096]

Han Kief -- to maintain and use one vault adjacent to 642 North Clark Street;  
[O2019-8310]

Hecate Energy Randolph LLC -- to maintain and use one fire escape adjacent to 621 -- 623 West Randolph Street;  
[O2019-8311]

II-Tribune Tower LLC -- to maintain and use three pipes adjacent to 435 North Michigan Avenue;  
[O2019-8312]

II-Tribune Tower LLC -- to maintain and use one vault adjacent to 435 North Michigan Avenue;  
[O2019-8313]

Jimmy John's -- to maintain and use one awning at 216 West Jackson Boulevard;  
[O2019-8097]

Kriser's For Your Pet's All-Natural Life -- to maintain and use one sign at 356 East Ohio Street;  
[O2019-8314]

Macerich Management -- to maintain and use one arch adjacent to 520 North Michigan Avenue;  
[O2019-8315]

Macerich Management -- to maintain and use four building projections (decorative fins) adjacent to 520 North Michigan Avenue;  
[O2019-8316]



Macerich Management -- to maintain and use one door swing adjacent to 520 North Michigan Avenue;

[O2019-8317]

Macerich Management -- to maintain and use one permanent enclosure adjacent to 520 North Michigan Avenue;

[O2019-8318]

Macerich Management -- to maintain and use 12 planters adjacent to 520 North Michigan Avenue;

[O2019-8319]

Macerich Management -- to maintain and use one security camera adjacent to 520 North Michigan Avenue;

[O2019-8320]

Macerich Management -- to maintain and use one sign at 55 East Grand Avenue (Privilege Number 1142385);

[O2019-8321]

Macerich Management -- to maintain and use six signs at 55 East Grand Avenue (Privilege Number 1142386);

[O2019-8322]

Macerich Management -- to maintain and use one vault adjacent to 520 North Michigan Avenue;

[O2019-8323]

Marc Realty -- to maintain and use two vaults adjacent to 11 East Adams Street;

[O2019-8324]

McClurg Court Center -- to maintain and use five planters adjacent to 333 East Ontario Street;

[O2019-8325]

Mept McClurg Court LLC -- to maintain and use seven planters adjacent to 600 North McClurg Court;

[O2019-8326]

Mept McClurg Court LLC -- to maintain and use seven planters adjacent to 330 -- 350 East Ohio Street;

[O2019-8327]

Metra Market -- to maintain and use three awnings at 131 North Clinton Street;

[O2019-8098]



Mobili Mobil Ltd. -- to maintain and use four banners adjacent to 222 West Erie Street;  
[O2019-8328]

Music and Dance Theater Chicago -- to maintain and use 13 door swings adjacent to 205 East Randolph Street;  
[O2019-8329]

Northwestern Memorial Hospital -- to maintain and use two concrete slurry walls adjacent to 221 East Huron Street;  
[O2019-8330]

Northwestern Memorial Hospital -- to maintain and use two signs at 259 East Erie Street;  
[O2019-8331]

Northwestern Memorial Hospital -- to maintain and use 42 tieback systems adjacent to 221 East Huron Street;  
[O2019-8332]

Project Outdoor LLC -- to maintain and use four light fixtures adjacent to 549 North Wells Street;  
[O2019-8333]

Protein Bar -- to maintain and use one sign at 151 North Michigan Avenue;  
[O2019-8334]

The Purple Pig -- to construct, install, maintain and use two awnings at 444 North Michigan Avenue;  
[O2019-8100]

Quartino -- to maintain and use eight awnings at 626 North State Street;  
[O2019-8102]

River Point LLC -- to maintain and use one canopy at 444 West Lake Street;  
[O2019-8370]

River Point LLC -- to maintain and use one foundation support adjacent to 444 West Lake Street;  
[O2019-8335]

River Point LLC -- to maintain and use eight irrigation systems adjacent to 444 West Lake Street;  
[O2019-8336]

River Point LLC -- to maintain and use one staircase adjacent to 444 West Lake Street;  
[O2019-8337]



Ron of Japan, Inc. -- to maintain and use one sign at 230 East Ontario Street;  
[O2019-8338]

The Silversmith Hotel & Suites -- to construct, install, maintain and use one canopy at  
10 -- 16 South Wabash Avenue;  
[O2019-8371]

The Smith -- to maintain and use three security cameras adjacent to 400 -- 406 North  
Clark Street;  
[O2019-8339]

Su Casa -- to maintain and use two awnings at 49 East Ontario Street;  
[O2019-8103]

Subway 24453 -- to maintain and use one sign adjacent to 66 East  
Washington Street;  
[O2019-8340]

Tom Ford -- to maintain and use three signs at 66 East Oak Street;  
[O2019-8341]

3 FNP Owner LLC -- to maintain and use 32 bay windows adjacent to 70 West  
Madison Street;  
[O2019-8342]

3 FNP Owner LLC -- to maintain and use one canopy at 70 West Madison Street;  
[O2019-8372]

3 FNP Owner LLC -- to maintain and use one subway connection adjacent to 70 West  
Madison Street;  
[O2019-8343]

200 North Michigan Owner LLC -- to maintain and use six caissons adjacent to 201 North  
Garland Court;  
[O2019-8345]

200 North Michigan Owner LLC -- to maintain and use seven fences adjacent to 201 North  
Garland Court;  
[O2019-8346]

300 North Michigan Avenue -- to construct, install, maintain and use one canopy at  
300 North Michigan Avenue; and  
[O2019-8373]

757 Orleans at Chicago Condominium Association -- to maintain and use two manholes  
adjacent to 767 North Orleans Street.  
[O2019-8347]



*Referred --* ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 444 North Michigan Avenue; [Or2019-403]

one sign/signboard at 1 South Wacker Drive; and [Or2019-405]

one sign/signboard at 233 South Wacker Drive. [Or2019-404]

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Presented By

**ALDERMAN REILLY (42<sup>nd</sup> Ward) And  
ALDERMAN MARTIN (47<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF SECTION 17-10-1011-B OF MUNICIPAL CODE CONCERNING NEW CONSTRUCTION PROVIDING PARKING SPACES SERVICING ELECTRIC VEHICLE CHARGING STATIONS AT PARKING FACILITIES THAT SERVE NON-RESIDENTIAL USES.

[O2019-8025]

A proposed ordinance to amend Title 17, Chapter 10, Section 1011-B of the Municipal Code of Chicago concerning new construction projects submitted after June 30, 2019 by providing 50 or more parking spaces to serve nonresidential uses to specify the installation of electric vehicle supply equipment infrastructure to support the future installation of electric vehicle supply equipment for at least 20 percent of parking spaces, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN TUNNEY (44<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Ten proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Angle Gully LLC -- to maintain and use three planters adjacent to 3301 North Ashland Avenue;

[O2019-8349]

Cheeky Monkey Addison Clark LLC -- to construct, install, maintain and use three awnings at 3519 North Clark Street;

[O2019-8104]

Cheeky Monkey Addison Clark LLC -- to maintain and use one sign at 3519 North Clark Street;

[O2019-8351]

East Lakeview Food & Liquor -- to maintain and use one awning at 3814 North Clark Street;

[O2019-8105]

Kirkwood Bar & Grill -- to maintain and use two flagpoles adjacent to 2934 -- 2936 North Sheffield Avenue;

[O2019-8352]

Kirkwood Bar & Grill -- to maintain and use 14 light fixtures adjacent to 2934 -- 2936 North Sheffield Avenue;

[O2019-8353]

Kriser's Feeding Pets for Life -- to maintain and use two signs at 1033 West Belmont Avenue;

[O2019-8354]

The Northside Stretch -- to maintain and use one sign at 3485 North Clark Street;

[O2019-8355]

Underground Lounge -- to maintain and use one sign at 952 West Newport Avenue; and

[O2019-8356]

Walgreens Number 178 -- to maintain and use three signs at 740 West Diversey Parkway.

[O2019-8357]

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Presented By

**ALDERMAN GARDINER (45<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Phil's Pizza D'Oro -- to maintain and use one sign at 5800 North Michigan Avenue;  
[O2019-8358]

Rex Tavern -- to maintain and use one sign at 4933 North Milwaukee Avenue;  
[O2019-8359]

U-Haul Moving & Storage of Jefferson Park -- to maintain and use one sign at 5035 West Foster Avenue;  
[O2019-8360]

Walgreens Number 1593 -- to maintain and use four signs at 5230 North Milwaukee Avenue;  
[O2019-8361]

Walgreens Number 09038 -- to maintain and use six light fixtures adjacent to 4001 West Irving Park Road; and  
[O2019-8362]

Walgreens Number 09038 -- to maintain and use three signs at 4001 West Irving Park Road.  
[O2019-8363]

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*Referred* -- EXEMPTION OF EL RUISEÑOR ROJO ACADEMY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.  
[O2019-7994]

Also, a proposed ordinance to exempt El Ruisenor Rojo Academy from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5100 West Foster Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:



one sign/signboard at 3696 North Milwaukee Avenue; and

[Or2019-402]

one sign/signboard at 4701 North Milwaukee Avenue.

[Or2019-416]

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Presented By

**ALDERMAN CAPPLEMAN (46<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Jimmy's Nails 1 Ltd. -- to maintain and use one awning at 3920 North Broadway; and

[O2019-8106]

T-Mobile -- to maintain and use one sign at 4714 North Broadway.

[O2019-8364]

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Presented By

**ALDERMAN MARTIN (47<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Ten proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Amy's Candy Bar -- to maintain and use one park bench adjacent to 4704 North Damen Avenue;

[O2019-8365]



Dinkel's Bakery, Inc. -- to construct, install, maintain and use one awning at 3327 North Lincoln Avenue;

[O2019-8107]

Magic Star Nails Corporation -- to construct, install, maintain and use one awning at 3323 North Lincoln Avenue;

[O2019-8108]

Monty Gaels Tavern & Grill -- to maintain and use three flagpoles adjacent to 4356 North Leavitt Street;

[O2019-8366]

Monty Gaels Tavern & Grill -- to maintain and use eight light fixtures adjacent to 4356 North Leavitt Street;

[O2019-8367]

North Park Elementary School -- to construct, install, maintain and use one canopy at 2017 West Montrose Avenue;

[O2019-8350]

North Park Elementary School -- to construct, install, maintain and use four light fixtures adjacent to 2017 West Montrose Avenue;

[O2019-8368]

O'Donovan's -- to maintain and use one awning at 2100 West Irving Park Road;

[O2019-8110]

Ravenswood Event Center -- to maintain and use one awning at 4011 North Ravenswood Avenue; and

[O2019-8111]

Smile Cleaners -- to maintain and use one awning at 1849 West Addison Street.

[O2019-8112]

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Derrig Montrose LLC -- 2424 West Montrose Avenue; and

[O2019-8024]

Tullamore Development LLC -- 4727 North Winchester Avenue.

[O2019-8023]

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*Referred* -- AMENDMENT OF SECTION 17-3-0503-D OF MUNICIPAL CODE BY CLASSIFYING SEGMENT OF N. CLARK ST. AS PEDESTRIAN STREET.

[O2019-8011]

Also, a proposed ordinance to amend Title 17, Chapter 3, Section 0503-D of the Municipal Code of Chicago by reclassifying a portion of North Clark Street, from West Montrose Avenue to West Bryn Mawr Avenue (4400 north to 5600 north) as a pedestrian street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN OSTERMAN (48<sup>th</sup> Ward):**

*Rules Suspended* -- TRIBUTE TO LATE STARR CAMPBELL.

[R2019-710]

A proposed resolution reading as follows:

WHEREAS, Starr Campbell was born July 3, 1985 in Chicago, Illinois to her God fearing parents, Michael Campbell, Sr. and Mary Campbell; and

WHEREAS, Her mother prayed to be blessed with a daughter and God answered her prayer through a vision and named her daughter Starr, the only girl and the second youngest of five children; and

WHEREAS, She was born with big dreams, hopes, and wishes. She had drive and ambition in addition to a mean right hook. Her heart was as big as a house and her spirit filled with glitter and gold. She was blessed as an adult and refused to take less; and



WHEREAS, She served at Maple Wood Bible Baptist Church, under the leadership of Bob Heath, and used her grace to touch countless lives and her smile was like a ray of sunshine; and

WHEREAS, She was educated at John Marshall High School in the medical field. She held a health science degree from Eastern Illinois University and received her master's degree in public administration from Roosevelt University; and

WHEREAS, She held a position with the City of Chicago, Department of Housing, as a Project Coordinator for URA/SRO/AHPO programs that served the most vulnerable populations including the mentally ill, seniors and the homeless. Prior, she held positions as resident service manager with The Habitat Company, housing supervisor with Heartland Alliance and administration coordinator for the Rehabilitation Institute of Chicago; and

WHEREAS, She was outstanding in her field and all the organizations and executives who had the privilege of working with her were extremely impressed with her knowledge and professionalism. She was on track to achieve great accomplishments in her career and her life.

WHEREAS, She was quoted as saying "She Came, She Saw, She Conquered"; and

WHEREAS, She served in numerous organizations including The Order of Eastern Star and Pure Destiny Social Club; and

WHEREAS, She had a birthday fundraiser for the Suicide Prevention Association in order to raise awareness for the dire need for mental health intervention for those who are burdened with extreme depression and related mental illness; and

WHEREAS, She was greatly admired and loved by the City of Chicago, Department of Housing staff, where she always demonstrated support, knowledge, understanding and genuine concern and friendship towards her colleagues; and

WHEREAS, She transitioned from labor to reward on August 19, 2019; and

WHEREAS, She said, "You are a spirit in a body, not a body with a Spirit. So making the body beautiful is fun, but making the Sprit beautiful is the main goal of life"; and

WHEREAS, She leaves to cherish her memory, her loving and supportive mother, Mary Campbell; four brothers, Michael, Jr. (Laquana), Shaun, Richard and Christopher; two nephews, Michael III and Marshaun; one niece, Antarya; five uncles, Gary, Jerry (Schzelle), Dale, Gregory and Stanton; and one aunt, Diane (Anthony); and a host of family and friends; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled the 16<sup>th</sup> day of October 2019, honor the life and memory of Starr Campbell and extend our sincere condolences to her family; and



*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the parent of Starr Campbell, as a sign of our deep gratitude for the exceptional and selfless service of Starr Campbell to the people of Chicago and her caring friendship to her colleagues at the City.

Alderman Osterman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing resolution. The motion *Prevailed*.

Thereupon, on motion of Alderman Osterman, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

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Presented By

**ALDERMAN SILVERSTEIN (50<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 50.20 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. WESTERN AVE.

[SO2019-7998]

A proposed substitute ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 50.20 to allow the issuance of additional package goods licenses on the west side of North Western Avenue, from West Jarvis Avenue to West Touhy Avenue, which was *Referred to the Committee on License and Consumer Protection*.



*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR HOUSE OF BIRYANI.*  
[O2019-8369]

Also, a proposed ordinance to grant permission and authority to House of Biryani to maintain and use one security camera adjacent to 2036 West Devon Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- EXEMPTION OF 7300 CONTRE LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.*

[O2019-7995]

Also, a proposed ordinance to exempt 7300 Contre LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1333 North Wells Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.**

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

**SENIOR CITIZENS SEWER REFUNDS:  
(\$50.00)**

**BY ALDERMAN HOPKINS (2<sup>nd</sup> Ward):**

[O2019-8379]

Bloom, Albert

Mulroy, Michelle

Brown, Steven S.

Plackett, David E.

Kurland, Jeffrey

Radlove, Michael D.

McGree, Timothy V.

Rosten, Dawn



*BY ALDERMAN DOWELL (3<sup>rd</sup> Ward):*

[O2019-8380]

French, Steven

*BY ALDERMAN KING (4<sup>th</sup> Ward):*

[O2019-8381]

Berthola, Rasberry

Lourdes, Howard

Czapar, Carol

Najmah, Abdul-Ahad

Herzoff, Rhonda

Sadreddini, Naimeh

Johnson, Joycelyn

Sims, Sheila

Kay, Carolyn

Whaley, Yvonne

Kaess, Mary

*BY ALDERMAN TALIAFERRO (29<sup>th</sup> Ward):*

[O2019-8382]

Monti, Janice

*BY ALDERMAN NAPOLITANO (41<sup>st</sup> Ward):*

[O2019-8383]

Keegan, James

*BY ALDERMAN GARDINER (45<sup>th</sup> Ward):*

[O2019-8384]

Cwerenz, Thomas

Donash, Irene

Edwards, Pamela

Padlo, Jan

*BY ALDERMAN OSTERMAN (48<sup>th</sup> Ward):*

[O2019-8385]

Melamed, Vladimir



***APPROVAL OF JOURNAL OF PROCEEDINGS.***

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JOURNAL (September 18, 2019)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, September 18, 2019, at 10:00 A.M., signed by her as such City Clerk.

Alderman Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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***UNFINISHED BUSINESS.***

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None.

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***MISCELLANEOUS BUSINESS.***

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PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:



Polish Heritage Month guests: Frank J. Spula, President of the Polish National Alliance; Alicja Kuklinska, Secretary of the Polish National Alliance; Steve H. Tokarski, Treasurer of the Polish National Alliance; Alicja Otap, Polish Daily News; and Conrad Nowak, Warsaw Sister City Chair.

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**Time Fixed For Next Succeeding Regular Meeting.**

[O2019-8404]

By unanimous consent, Alderman Mitchell presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, the thirteenth (13<sup>th</sup>) day of November 2019, at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 50.

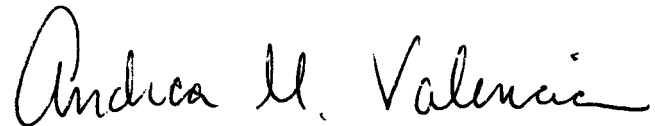
Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.



**Adjournment.**

Thereupon, Alderman Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, November 13, 2019, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in black ink that reads "Andrea M. Valencia". The signature is fluid and cursive, with the first name "Andrea" and last name "Valencia" clearly legible.

ANDREA M. VALENCIA,  
City Clerk.







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**APPENDIX A**  
**LEGISLATIVE INDEX**

**JOURNAL of the PROCEEDINGS**  
**of the**  
**CITY COUNCIL**  
**of the**  
**CITY of CHICAGO, ILLINOIS**

Regular Meeting – Wednesday, October 16, 2019







## **Main Category List**

# **LEGISLATIVE INDEX JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS**

Regular Meeting – October 16, 2019

**Agreements**

**Airports**

**Alley**

**Appointments**

**Bonds & Bond Issues**

**Budget & Appropriations**

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**Donation of City Equipment**

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**Lawsuits/Settlements**

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**Streets**

**Tax Incentives**

**Traffic**

**Tributes**

**Zoning Reclassifications**







## Abbreviations And Acronyms

### A

Admin.	Administration
Agcy.	Agency
a.k.a.	Also Known As
Ald.	Alderman
AME	African Methodist Episcopal Church
ANLAP	Adjacent Neighbors Land Acquisition Program
App.	Application
Apt(s).	Apartment(s)
Assn.	Association
Assoc.	Associates
Asst.	Assistant
Atty.	Attorney
Ave	Avenue
A.M.	Ante Meridian

### B

B.A..	Bachelor of Arts
Bd. of Ed.	Board of Education
Bldg.	Building
Bhp.	Bishop
Blvd	Boulevard
Bro.	Brother

### C

Capt.	Captain
Card.	Cardinal
CCL	Concealed Carry License
CDBG	Community Development Block Grant
CDC	Community Development Commission
CEO	Chief Executive Officer
CFD	Chicago Fire Department
CFO	Chief Financial Officer
CFP	Chicago Firearm Permit
CHA	Chicago Housing Authority
Chap.	Chapter
Chpl.	Chaplain
Chgo.	Chicago
Co.	Company
Col	Colonel
Com.	Committee/Community
Comdr.	Commander

### C

Coml.	Commercial
Comm.	Commerce/Commission
Comr.	Commissioner
Condo	Condominium
Co-Op	Cooperative
Corp.	Corporation
Corpl.	Corporal
Constr.	Construction
CPA	Certified Public Accountant
CPD	Chicago Police Department/
CPS	Chicago Public Schools
Ct	Court
CTA	Chicago Transit Authority

### D

DARLEP	Digital Automated Red Light Enforcement Program
d.b.a.	Doing Business As
Deferred	Action Deferred
deg.	Degree(s)
Det.	Detective
Dept.	Department
Devel.	Developer/Development
Dist.	District
Div.	Division
Dr.	Doctor
Dr	Drive

### E

E	East
EAV	Equalized Assessed Value
eb	eastbound
Elem.	Elementary
EMT	Emergency Medical Technician
Eng'r	Engineer
Equip.	Equipment
Exchg.	Exchange
Exec. Dir.	Executive Director
Expy.	Expressway

### F

FAA	Federal Aviation Administration
Fahr.	Fahrenheit
FAR	Floor Area Ratio
FBI	Federal Bureau of Investigation
FDA	Federal Drug Administration



## Abbreviations And Acronyms

### F

F.F.	Firefighter
Filed	Placed on File
FOID	Firearm Owner's Identification Card
Fr.	Father
ft.	feet
f.k.a.	formerly known as

### G

Gen.	General
Govt.	Government

### H

Hon.	Honorable
hrs.	Hours
HUD	Housing and Urban Development
Hwy.	Highway
HQ	Headquarters

### I

IDOT	Illinois Dept. of Transportation
IL	Illinois
Inc.	Incorporated
Ind.	Industries
Ins.	Insurance
Insp. Gen.	Inspector General
Inst'l.	Institutional
IPD	Institutional Planned Development

### J

Jr.	Junior
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### L

LCpl	Lance Corporal
LLC	Limited Liability Company
LP	Limited Partnership
Lt.	Lieutenant
Ltd.	Limited
LUCHA	Latin United Community Housing Association

### M

Maj.	Major
M.B.	Missionary Baptist
MBA	Master of Business Administration
MBE	Minority Business-Owned Enterprise

### M

MWBE	Minority Women Business Enterprise
Mfg.	Manufacturing
MFT	Motor Fuel Tax
Mgmt.	Management
mins.	Minutes
MOPD	Mayors Office for People with Disabilities
Msgr.	Monsignor
Mun.	Municipal

### N

N	North
Natl.	National
NFP	Not-for-profit corporation
No.	Number

### O

Off.	Officer
Org.	Organization

### P

pg(s)	page(s)
PhD	Doctor of Philosophy
Pkg.	Package/Parking
Pkwy	Parkway
Pl	Place
Plz	Plaza
P.M.	Post Meridian
P.O.	Police Officer
PFC	Private First Class

### R

RA	Very Reverend
Rd.	Road
Re-Ref.	Re-Refered
Redevel.	Redevelopment
Ref.	Referred
Rehab.	Rehabilitation
Res.	Residence/Residential
Rest.	Restricted/Restaurant
Rev.	Reverend
ROTC	Reserve Officer's Training Corps
ROW	Right-of-way
RR	Railroad
Rt. Rev.	Right Reverend



## Abbreviations And Acronyms

**R**  
Ry.  
RTA

Railway  
Regional Transportation Authority

**W**  
W

West

**Q**

01 1<sup>st</sup> Quarter (Jan - Mar)  
02 2<sup>nd</sup> Quarter (Apr - Jun)  
03 3<sup>rd</sup> Quarter (Jul - Sep)  
04 4<sup>th</sup> Quarter (Oct - Dec)

**Y**

YMCA Young Men's Christian Association  
YWCA Young Women's Christian Association

**S**

S South  
SBIF Small Business Improvement Fund  
St. Saint  
Sch. School  
Sgt. Sergeant  
SFC. Sergeant First Class  
Sist. Sister  
Soc. Society  
Sp. Square  
Sr. Senior  
SSA Special Service Area  
SSgt. Staff Sergeant  
St Street  
STEM Science, Technology, Engineering and Math  
Subdiv. Subdivision  
Supt. Superintendent

**T**

Terr Terrace  
thru thru  
TIF Tax Increment Financing  
Trans. Transportation

**U**

Univ. University  
U.S. United States  
u.t.a. Under trust agreement  
Util. Utility

**V**

v versus  
Veh. Vehicle

### **Zoning Districts**

B Business  
BPD Business Planned Development  
C Commercial  
CPD Commercial Planned Development  
DC Downtown Core  
DX Downtown Mixed-Use  
DR Downtown Residential  
IPD Institutional Planned Development  
OS Downtown Service  
M Manufacturing  
PD Planned Development  
PMD Planned Manufacturing  
POS Parks and Open Space  
R Residential  
RM Residential Multi-Unit  
RBPD Residential Business  
PD Planned Development  
RPD Residential Planned Development  
RS Residential Single Unit (Detached House)  
RT Residential Two-Flat, Townhouse and Multi-Unit  
SD Special Character Overlay  
WPD Waterway Planned Development  
WBPD Waterway Business Planned Development



# OFFICE OF THE CITY CLERK

Date: 10/16/2019

## CITY COUNCIL LEGISLATIVE INDEX

1

### AGREEMENTS

#### Collective Bargaining

Policemen's Benevolent & Protective Assn. of Illinois, Unit 156

Interim for Sergeants, Lieutenants, Captains

Lightfoot (Mayor) O2019-7985

Referred [C.J.p. 6804] Workforce Development

#### Easement

Commonwealth Edison Company, The  
3540 S Michigan Ave

Non-exclusive for "Bronzeville Microgrid" and Police Dept headquarters' electronic services

Lightfoot (Mayor) O2019-7183

Referred [C.J.p. 4484] Housing

Passed [C.J.p. 7244]

#### Intergovernmental

Chicago Board of Education

3244 W Ainslie St, 4929 N Sawyer Ave

Tax Increment Financing assistance for combined construction of turf field, playground, natural learning/landscape area at Hibbard Elementary School, Albany Park Multicultural Academy/Edison Regional Gifted Center

Lightfoot (Mayor) SO2019-7043

Referred [C.J.p. 4475] Finance

Passed as [C.J.p. 6832]

Substitute

#### Lease

Music Box Foundation

6843 S Harper Ave

Creation of center for music education and programs

Lightfoot (Mayor) O2019-8005

Referred [C.J.p. 6803] Housing

#### Loan & Security

Hope Manor Village Housing Limited Partnership, Hope Manor Village VOA Housing LLC

S Green St, S Sangamon St, 5900 to 6100 blocks

Redevelopment of numerous parcels for affordable housing and surface parking

Lightfoot (Mayor) O2019-7774

Referred [C.J.p. 4482] Housing

Passed [C.J.p. 7252]

### AGREEMENTS

#### Loan & Security

Parkside Four Phase II, LP, Parkside Four II LLC

Area bounded by N Larrabee St, Division St, N Cleveland St, W Oak St

Issuance of Mortgage Revenue bonds and Tax Increment Financing assistance for low and moderate income residential facilities and common elements

Lightfoot (Mayor) SO2019-5291

Referred [C.J.p. 233] Finance

Passed as [C.J.p. 6852]

Substitute

Roosevelt Road Veterans Housing, LP, ASH V LLC and A Safe Haven Foundation

2908-2920 W Roosevelt Rd, 1143 S Richmond St

Multi-family funds, donative tax credits for construction of affordable housing for homeless and disabled veterans

Lightfoot (Mayor) O2019-8065

Referred [C.J.p. 6798] Finance

#### Miscellaneous

EdgeAlliance, Inc., f.k.a. AIDSCARE, Inc.

S Sawyer Ave, 1200 block, and S Kedzie Ave, 1200 block, and north of W 13th St

Partial assignment, assumption and amendment agreement for September 28, 2004 agreement for conveyance of land and vacated public alley

Scott, Jr. (24) O2019-6937

Referred [C.J.p. 6722] Transportation

Passed [C.J.p. 7801]

Heartland Phoenix House LLC

1251 S Sawyer Ave

Restructuring of former borrower's HOME loans to facilitate sale

Lightfoot (Mayor) O2019-7773

Referred [C.J.p. 4476] Finance

Passed [C.J.p. 7085]

#### Redevelopment

Mercer Street Holdings Three LLC

3250 W Roosevelt Rd

Living Fresh Market

Lightfoot (Mayor) O2019-7113

Referred [C.J.p. 4479] Budget

Passed [C.J.p. 7105]



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## CITY COUNCIL LEGISLATIVE INDEX

Date: 10/16/2019

### AGREEMENTS

#### Redevelopment

Parkside Four Phase II LP, Parkside Four II LLC  
Area bounded by N Larrabee St, Division St, N Cleveland St and W Oak St  
Acquisition, construction and equipping of low and moderate income residential facilities and common elements of developer and affiliate  
Lightfoot (Mayor) SO2019-5291  
Referred [C.J.p. 233] Finance  
Passed as [C.J.p. 6852]  
Substitute  
Primstor 119 LLC, Prisa LHC LLC for 119th/ I-57  
Second amendment to allow certain retail and business office space  
Lightfoot (Mayor) O2019-7100  
Referred [C.J.p. 4474] Finance  
Passed [C.J.p. 7067]  
Roosevelt Road Veterans Housing, LP, ASH V LLC and A Safe Haven Foundation  
2908-2920 W Roosevelt Rd, 1143 S Richmond St  
Affordable housing for homeless and disabled veterans utilizing Tax Incremental Financing assistance, donative tax credits and loans  
Lightfoot (Mayor) O2019-8065  
Referred [C.J.p. 6798] Finance

### AIRPORTS

#### O'Hare Modernization Program

Taking Flight Concessions LLC  
Establishment of convenience and vending concessions program at Multimodal Facility under lease/license agreement  
Lightfoot (Mayor) O2019-8101  
Referred [C.J.p. 6799] Aviation

### ALLEY

#### Ingress/Egress

133 Ashland Land LLC  
133 S Ashland Ave  
Ervin (28) O2019-7167  
Referred [C.J.p. 6731] Transportation  
Passed [C.J.p. 7841]

### ALLEY

#### Ingress/Egress

2501 N Southport LLC  
2501-2503 N Southport Ave  
Hopkins (2) O2019-7129  
Referred [C.J.p. 6696] Transportation  
Passed [C.J.p. 7842]  
2910 W Montrose LLC  
2924 W Montrose Ave, 4405 N Richmond St  
Rodriguez Sanchez (33) O2019-7174  
Referred [C.J.p. 6741] Transportation  
Passed [C.J.p. 7842]  
7300 Contre LLC  
7300 N Western Ave  
Silverstein (50) O2019-7995  
Referred [C.J.p. 8339] Transportation  
Akhras, Mohammad/Heba's Finer Foods  
1924 E 87th St  
Harris (8) O2019-7148  
Referred [C.J.p. 6706] Transportation  
Passed [C.J.p. 7837]  
Archelina Place  
3211 S Archer Ave  
Cardenas (12) O2019-8002  
Referred [C.J.p. 8297] Transportation  
Brantley, Hebru J.  
1601 S Morgan St  
Sigcho-Lopez (25) O2019-7795  
Referred Transportation  
Passed [C.J.p. 7836]  
Bucktown Properties, Inc.  
1919 N Paulina St  
Waguespack (32) O2019-8022  
Referred [C.J.p. 8319] Transportation  
Derrig Montrose LLC  
2424 W Montrose Ave  
Martin (47) O2019-8024  
Referred [C.J.p. 8336] Transportation  
Dominguez Truck Repair  
4056 W 54th St  
Tabares (23) O2019-7159  
Referred [C.J.p. 6721] Transportation  
Passed [C.J.p. 7836]



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## CITY COUNCIL LEGISLATIVE INDEX

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### ALLEY

#### Ingress/Egress

El Ruisenor Rojo Academy  
5100 W Foster Ave  
Gardiner (45) O2019-7994  
Referred [C.J.p. 8333] Transportation  
GW Properties  
2950 W 26th St  
Scott, Jr. (24) O2019-7996  
Referred [C.J.p. 8307] Transportation  
Insite Real Estate LLC  
4644-4658 S Drexel Blvd  
King (4) O2019-7154  
Referred [C.J.p. 6700] Transportation  
Passed [C.J.p. 7837]  
Joudeh Investments LLC  
2341 W Adams St  
Burnett (27) O2019-8033  
Referred [C.J.p. 8311] Transportation  
JTM Auto LLC  
354 S Cicero Ave  
Ervin (28) O2019-7162  
Referred [C.J.p. 6731] Transportation  
Passed [C.J.p. 7838]  
Kitchen United LLC  
201 N Elizabeth St  
Burnett (27) O2019-7150  
Referred [C.J.p. 6729] Transportation  
Passed [C.J.p. 7838]  
LNV Investment Corp.  
2839 S Pulaski Rd  
Rodriguez (22) O2019-8003  
Referred [C.J.p. 8306] Transportation  
Madlan Industries LLC  
328 N Albany Ave  
Burnett (27) O2019-8030  
Referred [C.J.p. 8311] Transportation  
Meza, Guillermo  
2678 W Washington Blvd  
Burnett (27) O2019-7136  
Referred [C.J.p. 6729] Transportation  
Passed [C.J.p. 7838]

### ALLEY

#### Ingress/Egress

Mission of Our Lady of Angels  
3814 W Iowa St  
Burnett (27) O2019-8029  
Referred [C.J.p. 8311] Transportation  
Montiel, Alfredo/Marbella Corp.  
1913 N Leclaire Ave  
Villegas (36) O2019-8007  
Referred [C.J.p. 8322] Transportation  
Montrose Deli  
5407-5411 W Montrose Ave  
Sposato (38) O2019-7132  
Referred [C.J.p. 6747] Transportation  
Passed [C.J.p. 7839]  
Palmer Park LLC  
3228 W Palmer St  
Waguespack (32) O2019-7137  
Referred [C.J.p. 6739] Transportation  
Passed [C.J.p. 7839]  
Pro Motors  
4837 N Pulaski Rd  
Nugent (39) O2019-6904  
Referred [C.J.p. 6748] Transportation  
Passed [C.J.p. 7840]  
R&R Automotive/Spandiar, Richard/Roudi, Elia  
3443 N Pulaski Rd  
Reboyas (30) O2019-7923  
Referred [C.J.p. 8317] Transportation  
R+A Design LLC d.b.a. Unison Home  
5480 N Elston Ave  
Gardiner (45) O2019-7140  
Referred [C.J.p. 6769] Transportation  
Passed [C.J.p. 7840]  
RDLD Build 1425 Fullerton LLC  
1425 W Fullerton Ave  
Hopkins (2) O2019-6833  
Referred [C.J.p. 6696] Transportation  
Passed [C.J.p. 7840]  
Rodriguez, Ishmael  
556 N Cicero Ave  
Ervin (28) O2019-8041  
Referred [C.J.p. 8313] Transportation



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## CITY COUNCIL LEGISLATIVE INDEX

Date: 10/16/2019

### ALLEY

#### Ingress/Egress

Roman Fences		
2216 S Central Park Ave		
Rodriguez (22)	O2019-8004	
Referred [C.J.p. 8306]	Transportation	
Rose, Michael H./6001 LLC		
6001 N Clark St		
Osterman (48)	O2019-7144	
Referred [C.J.p. 6776]	Transportation	
Passed [C.J.p. 7836]		
Skyfall Owner LLC		
1020 N Elston Ave		
Burnett (27)	O2019-7134	
Referred [C.J.p. 6729]	Transportation	
Passed [C.J.p. 7841]		
Terrell, David		
705 S Kedzie Ave		
Scott, Jr. (24)	O2019-7997	
Referred [C.J.p. 8307]	Transportation	
Tullamore Development LLC		
4727 N Winchester Ave		
Martin (47)	O2019-8023	
Referred [C.J.p. 8336]	Transportation	

#### Vacation

Chicago Title Land Trust Co. as trustee u.t.a. Nos. 25320 and 25142		
Area bounded by N Sangamon St, W Lake St, N Morgan St and W Fulton Market		
Burnett (27)	O2019-4110	
Referred [C.J.p. 2090]	Transportation	
Passed [C.J.p. 7796]		

### APPOINTMENTS

Aguirre Serrano, Paola		
Commission on Chicago Landmarks (Member)		
Lightfoot (Mayor)	A2019-71	
Referred [C.J.p. 4469]	Zoning	
Approved [C.J.p. 7849]		
Blackstone Lukens, Sara J.		
Sheridan Road Commission (S.S.A. No. 54) (Member)		
Lightfoot (Mayor)	A2019-86	
Referred [C.J.p. 4461]	Economic	
Approved [C.J.p. 7130]		

### APPOINTMENTS

Brandenburger, Keith R.		
111th/Kedzie Commission (S.S.A. No. 55) (Member)		
Lightfoot (Mayor)	A2019-87	
Referred [C.J.p. 4462]	Economic	
Approved [C.J.p. 7131]		
Butt, Mohammed Junaid		
Devon Ave Commission (S.S.A. No. 43) (Member)		
Lightfoot (Mayor)	A2019-84	
Referred [C.J.p. 4460]	Economic	
Approved [C.J.p. 7128]		
Cox, Maurice		
Planning and Development (Commissioner)		
Lightfoot (Mayor)	A2019-73	
Referred [C.J.p. 4467]	Zoning	
Approved [C.J.p. 7846]		
Cox, Maurice D.		
Community Development Commission (Member)		
Lightfoot (Mayor)	A2019-70	
Referred [C.J.p. 4452]	Economic	
Approved [C.J.p. 7118]		
Dohe, Rebecca C.		
Wicker Park & Bucktown Commission (S.S.A. No. 33) (Member)		
Lightfoot (Mayor)	A2019-91	
Referred [C.J.p. 6793]	Economic	
Duncan, Kristin A.		
State Street Commission (S.S.A. No. 1-2015) (Member)		
Lightfoot (Mayor)	A2019-75	
Referred [C.J.p. 4453]	Economic	
Approved [C.J.p. 7119]		
Frangella-Quinn, Antonella		
111th/Kedzie Commission (No. 55) (Member)		
Lightfoot (Mayor)	A2019-88	
Referred [C.J.p. 4463]	Economic	
Approved [C.J.p. 7132]		
Ginople, David J.		
Wicker Park and Bucktown Commission (S.S.A. No. 33) (Member)		
Lightfoot (Mayor)	A2019-78	
Referred [C.J.p. 4455]	Economic	
Approved [C.J.p. 7121]		



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### APPOINTMENTS

Gomez, Julio  
59th Street Commission (S.S.A. No. 59)  
(Member)  
Lightfoot (Mayor) A2019-94  
Referred [C.J.p. 6795] Economic  
Gordon, Dallas F., Jr.  
103rd Halsted Commission (S.S.A. No. 45)  
(Member)  
Lightfoot (Mayor) A2019-85  
Referred [C.J.p. 4461] Economic  
Approved [C.J.p. 7129]  
Hughes, Tiara L  
Commission on Chicago Landmarks (Member)  
Lightfoot (Mayor) A2019-72  
Referred [C.J.p. 4467] Zoning  
Approved [C.J.p. 7851]  
Hurlock, Angela C.  
Chicago Housing Authority (Commissioner)  
Lightfoot (Mayor) A2019-67  
Referred [C.J.p. 4464] Housing  
Approved [C.J.p. 7202]  
Hurt, Suellen G.  
71st/Stony Commission (S.S.A. No. 42) (Member)  
Lightfoot (Mayor) A2019-80  
Referred [C.J.p. 4457] Economic  
Approved [C.J.p. 7124]  
Huttas, Marcy S.  
Wicker Park and Bucktown Commission (S.S.A.  
No. 33) (Member)  
Lightfoot (Mayor) A2019-77  
Referred [C.J.p. 4455] Economic  
Approved [C.J.p. 7122]  
Janik, Wayne A.  
Wicker Park & Bucktown Commission (S.S.A. No.  
33) (Member)  
Lightfoot (Mayor) A2019-92  
Referred [C.J.p. 6794] Economic  
Jashelski, Chad J.  
Wicker Park & Bucktown Commission (S.S.A. No.  
33) (Member)  
Lightfoot (Mayor) A2019-90  
Referred [C.J.p. 6794] Economic

### APPOINTMENTS

Karim, Ayesha A.  
71st/Stony Commission (S.S.A. No. 42) (Member)  
Lightfoot (Mayor) A2019-82  
Referred [C.J.p. 4458] Economic  
Approved [C.J.p. 7125]  
Lindbloom, Frank J.  
Chicago Emergency Telephone System Board  
(Member)  
Lightfoot (Mayor) A2019-68  
Referred [C.J.p. 4465] Public Safety  
Approved [C.J.p. 7336]  
Mahler, Emil C.  
95th Street Commission (S.S.A. No.4) (Member)  
Lightfoot (Mayor) A2019-89  
Referred [C.J.p. 6792] Economic  
Meltzer Cassel, Danielle  
Illinois International Port District Board (Member)  
Lightfoot (Mayor) A2019-96  
Referred [C.J.p. 6796] Transportation  
Minor-Jackson, Judy  
71st/Stony Commission (S.S.A. No. 42) (Member)  
Lightfoot (Mayor) A2019-81  
Referred [C.J.p. 4458] Economic  
Approved [C.J.p. 7126]  
Ortiz, Rita O.  
59th Street Commission (S.S.A. No. 59)  
(Member)  
Lightfoot (Mayor) A2019-93  
Referred [C.J.p. 6796] Economic  
Peterson, Elizabeth L.  
Uptown Commission (S.S.A. No. 34) (Member)  
Lightfoot (Mayor) A2019-79  
Referred [C.J.p. 4456] Economic  
Approved [C.J.p. 7123]  
Reyes, Guacolda E.  
Chicago Plan Commission (Member)  
Lightfoot (Mayor) A2019-63  
Referred [C.J.p. 2183] Zoning  
Approved [C.J.p. 7847]



# OFFICE OF THE CITY CLERK

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## CITY COUNCIL LEGISLATIVE INDEX

Date: 10/16/2019

### APPOINTMENTS

Smith, Gregory B.

71st Stony Commission (S.S.A. No. 42) (Member)

Lightfoot (Mayor) A2019-83

Referred [C.J.p. 4459] Economic

Approved [C.J.p. 7127]

Solis, Ivan

Illinois International Port District Board (Member)

Lightfoot (Mayor) A2019-95

Referred [C.J.p. 6797] Transportation

Uhler, Frank

Andersonville Commission (S.S.A. No. 22)  
(Member)

Lightfoot (Mayor) A2019-76

Referred [C.J.p. 4454] Economic

Approved [C.J.p. 7120]

### BONDS & BOND ISSUES

Amendment No. 2 to 1999 Master Indenture of  
Senior Lien Water Revenue Bonds

Authorization of closure and termination of intent  
to reissue additional bonds

Lightfoot (Mayor) O2019-7003

Referred [C.J.p. 4473] Finance

Passed [C.J.p. 6824]

### BUDGET & APPROPRIATIONS

Annual Appropriation Ordinance

Year 2019

Fund No. 925 amendment

Dept. of Public Health, Dept. of Family and  
Support Services, Chicago Police Department,  
and Office of Emergency Management and  
Communications

Lightfoot (Mayor) SO2019-6927

Referred [C.J.p. 4477] Budget

Passed as [C.J.p. 7111]

Substitute

Fund No. 925 Amendment

Office of Mayor and Dept. of Family and Support  
Services

Lightfoot (Mayor) O2019-7984

Referred [C.J.p. 6799] Budget

### BUDGET & APPROPRIATIONS

CDBG

Year XLV

Amendment for Dept. of Housing and Dept. of  
Family and Support Services

Lightfoot (Mayor) SO2019-6930

Referred [C.J.p. 4478] Budget

Passed as [C.J.p. 7115]

Substitute

### CITY COUNCIL

Miscellaneous

Adoption of FEMA approved 2019 Cook County  
Multi-Jurisdictional Hazard Mitigation Plan and  
2019 City of Chicago jurisdictional annex document

Lightfoot (Mayor) R2019-750

Referred [C.J.p. 6803] Public Safety

Expression of support for adult use of Entheogenic  
Plants

Hopkins (2) R2019-735

Referred [C.J.p. 8290] Health

Regular Meetings

November 13, 2019 at 10:00 A.M., Council  
Chambers

Mitchell (7) O2019-8404

Passed [C.J.p. 8342]

### CITY DEPARTMENTS/AGENCIES

Chicago Park District

Call for settling of contract

Maldonado (26), and Others R2019-745

Referred [C.J.p. 8309] Education

Chicago Public Schools

Call for settling of contract

Maldonado (26), and Others R2019-745

Referred [C.J.p. 8309] Education

Emergency Management & Communications

Call for hearing to address unruly motorcycle and  
bike stunt-riding on public way

Dowell (3), and Others R2019-740

Referred [C.J.p. 8292] Public Safety

Inspector General

Quarterly Report (2019 3Q)

Dept./Agency F2019-126

Filed [C.J.p. 6805]



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### CITY DEPARTMENTS/AGENCIES

#### Law

Call for hearing regarding Lincoln Yards  
Redevelopment Agreement and Cortland and  
Chicago River TIF district

La Spata (1), and Others R2019-741

Referred [C.J.p. 8288] Finance

Call for report on conditions determining eligibility  
for Cortland and Chicago River TIF

La Spata (1), and Others R2019-741

Referred [C.J.p. 8288] Finance

#### Planning & Development

Call for hearing regarding Lincoln Yards  
Redevelopment Agreement and Cortland and  
Chicago River TIF district

La Spata (1), and Others R2019-741

Referred [C.J.p. 8288] Finance

Call for report on conditions determining eligibility  
for Cortland and Chicago River TIF

La Spata (1), and Others R2019-741

Referred [C.J.p. 8288] Finance

#### Police

Call for hearing to address unruly motorcycle and  
bike stunt-riding on public way

Dowell (3), and Others R2019-740

Referred [C.J.p. 8292] Public Safety

#### Transportation

Call for recognition of cohesive character of  
Division St streetscape during review of public way  
process

La Spata (1) R2019-743

Referred [C.J.p. 8287] Transportation

### CLAIMS

#### Damage to Property

Anleitner, James M.

Misc. Transmittal CL2019-1876

Referred [C.J.p. 6815] Finance

Brown, Donald M.

Misc. Transmittal CL2019-1826

Referred [C.J.p. 6815] Finance

Chicago Housing Authority

Misc. Transmittal CL2019-1928

Referred [C.J.p. 6815] Finance

### CLAIMS

#### Damage to Property

Deibel, Diana D.

Misc. Transmittal CL2019-1909

Referred [C.J.p. 6816] Finance

Favela, Zoilo

Misc. Transmittal CL2019-1838

Referred [C.J.p. 6816] Finance

Inniss, Russell R.

Misc. Transmittal CL2019-1891

Referred [C.J.p. 6817] Finance

Mc Donagh Demolition

Misc. Transmittal CL2019-1908

Referred [C.J.p. 6817] Finance

Munguia, Mario

Misc. Transmittal CL2019-1849

Referred [C.J.p. 6818] Finance

Narducy, Annette M.

Misc. Transmittal CL2019-1907

Referred [C.J.p. 6818] Finance

Park Row HOA

Misc. Transmittal CL2019-1848

Referred [C.J.p. 6818] Finance

Stanhibel, Ken

Misc. Transmittal CL2019-1889

Referred [C.J.p. 6819] Finance

Strama, Matthew J.

Misc. Transmittal CL2019-1890

Referred [C.J.p. 6819] Finance

#### Damage to Vehicle

Agoras, Doris

Misc. Transmittal CL2019-1817

Referred [C.J.p. 6815] Finance

Allstate Ins. and Crawford, Nancy

Misc. Transmittal CL2019-1852

Referred [C.J.p. 6815] Finance

Allstate Ins. and Bruning, Kevin

Misc. Transmittal CL2019-1878

Referred [C.J.p. 6815] Finance

Austin, Jade S.

Misc. Transmittal CL2019-1851

Referred [C.J.p. 6815] Finance



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### CLAIMS

#### Damage to Vehicle

Bakker, Lori E.	
Misc. Transmittal	CL2019-1831
Referred [C.J.p. 6815]	Finance
Banda, Veronica	
Misc. Transmittal	CL2019-1815
Referred [C.J.p. 6815]	Finance
Barget, Joshua B.	
Misc. Transmittal	CL2019-1894
Referred [C.J.p. 6815]	Finance
DeRose, Wade C.	
Misc. Transmittal	CL2019-1879
Referred [C.J.p. 6816]	Finance
Doyle, Megan E.	
Misc. Transmittal	CL2019-1911
Referred [C.J.p. 6816]	Finance
Duran, Karla C.	
Misc. Transmittal	CL2019-1864
Referred [C.J.p. 6816]	Finance
Flood Brothers Disposal Co.	
Misc. Transmittal	CL2019-1830
Referred [C.J.p. 6816]	Finance
Flores, Edgar	
Misc. Transmittal	CL2019-1832
Referred [C.J.p. 6816]	Finance
Green, Kathryn	
Misc. Transmittal	CL2019-1865
Referred [C.J.p. 6816]	Finance
Hoogstraten, Cornelis	
Misc. Transmittal	CL2019-1910
Referred [C.J.p. 6817]	Finance
Houston, Jerry L.	
Misc. Transmittal	CL2019-1893
Referred [C.J.p. 6817]	Finance
Huddleston, Shana N.	
Misc. Transmittal	CL2019-1861
Referred [C.J.p. 6817]	Finance
Johnson, Rosetta	
Misc. Transmittal	CL2019-1813
Referred [C.J.p. 6817]	Finance

### CLAIMS

#### Damage to Vehicle

Jones, Nikata	
Misc. Transmittal	CL2019-1812
Referred [C.J.p. 6817]	Finance
Lamourt, Mercy	
Misc. Transmittal	CL2019-1880
Referred [C.J.p. 6817]	Finance
Maclin, Tanisha R.	
Misc. Transmittal	CL2019-1892
Referred [C.J.p. 6817]	Finance
Majewski, Alexander M.	
Misc. Transmittal	CL2019-1839
Referred [C.J.p. 6817]	Finance
Moradzadeh, David	
Misc. Transmittal	CL2019-1863
Referred [C.J.p. 6818]	Finance
Nieto, Norma	
Misc. Transmittal	CL2019-1818
Referred [C.J.p. 6818]	Finance
Progressive Ins. and Wuthrich, Ariana	
Misc. Transmittal	CL2019-1828
Referred [C.J.p. 6818]	Finance
Rajkovic, Bojan	
Misc. Transmittal	CL2019-1814
Referred [C.J.p. 6818]	Finance
Sanders, James T.	
Misc. Transmittal	CL2019-1862
Referred [C.J.p. 6819]	Finance
Sinodinos, Colleen R.	
Misc. Transmittal	CL2019-1850
Referred [C.J.p. 6819]	Finance
Sparling, Jonathan R.	
Misc. Transmittal	CL2019-1829
Referred [C.J.p. 6819]	Finance
Syed, Iftqar M.	
Misc. Transmittal	CL2019-1877
Referred [C.J.p. 6819]	Finance
Szczepaniak, Dennis W.	
Misc. Transmittal	CL2019-1840
Referred [C.J.p. 6819]	Finance



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### CLAIMS

#### Damage to Vehicle

Williamson, John S.	
Misc. Transmittal	CL2019-1816
Referred [C.J.p. 6819]	Finance
Zemar, Raymond A.	
Misc. Transmittal	CL2019-1811
Referred [C.J.p. 6819]	Finance
Zielna, Halina B.	
Misc. Transmittal	CL2019-1827
Referred [C.J.p. 6819]	Finance

#### Damage to Vehicle - Pothole

Ahlquist, Gary D.	
Misc. Transmittal	CL2019-1853
Referred [C.J.p. 6815]	Finance
Brightfield, Luke W.	
Misc. Transmittal	CL2019-1857
Referred [C.J.p. 6815]	Finance
Brown, Lawrence A.	
Misc. Transmittal	CL2019-1903
Referred [C.J.p. 6815]	Finance
Ceja, Laura	
Misc. Transmittal	CL2019-1923
Referred [C.J.p. 6815]	Finance
Ciesla, William C.	
Misc. Transmittal	CL2019-1914
Referred [C.J.p. 6815]	Finance
Clare, Nicholas A.	
Misc. Transmittal	CL2019-1895
Referred [C.J.p. 6815]	Finance
Cline, Andrew J.	
Misc. Transmittal	CL2019-1837
Referred [C.J.p. 6815]	Finance
Cobbins, La Tanya	
Misc. Transmittal	CL2019-1868
Referred [C.J.p. 6816]	Finance
Collins, Donnie R.	
Misc. Transmittal	CL2019-1916
Referred [C.J.p. 6816]	Finance
Corbisiero, Cherie K.	
Misc. Transmittal	CL2019-1924
Referred [C.J.p. 6816]	Finance

### CLAIMS

#### Damage to Vehicle - Pothole

Coulter, Christine	
Misc. Transmittal	CL2019-1899
Referred [C.J.p. 6816]	Finance
Czarnewicz, Urszula	
Misc. Transmittal	CL2019-1901
Referred [C.J.p. 6816]	Finance
Decker, Joan	
Misc. Transmittal	CL2019-1921
Referred [C.J.p. 6816]	Finance
DeJesus, Ellen M.	
Misc. Transmittal	CL2019-1898
Referred [C.J.p. 6816]	Finance
Evangelista, Kyle J.	
Misc. Transmittal	CL2019-1835
Referred [C.J.p. 6816]	Finance
Farmers Ins. and Avalos, Javier	
Misc. Transmittal	CL2019-1834
Referred [C.J.p. 6816]	Finance
Garcia, Alma Y.	
Misc. Transmittal	CL2019-1913
Referred [C.J.p. 6816]	Finance
Geico Ins. and Younger, Donna	
Misc. Transmittal	CL2019-1900
Referred [C.J.p. 6816]	Finance
Gonzalez, Henry A.	
Misc. Transmittal	CL2019-1872
Referred [C.J.p. 6816]	Finance
Hamberlin, Mark	
Misc. Transmittal	CL2019-1873
Referred [C.J.p. 6816]	Finance
Hamidani, Lisa P.	
Misc. Transmittal	CL2019-1897
Referred [C.J.p. 6816]	Finance
Hatchett, Aafrika S.	
Misc. Transmittal	CL2019-1896
Referred [C.J.p. 6816]	Finance
Henley, Betty J.	
Misc. Transmittal	CL2019-1867
Referred [C.J.p. 6817]	Finance



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**CLAIMS**

Damage to Vehicle - Pothole

Hilton, Evan J.	
Misc. Transmittal	CL2019-1929
Referred [C.J.p. 6817]	Finance
Hogan, Harlan R.	
Misc. Transmittal	CL2019-1819
Referred [C.J.p. 6817]	Finance
Howey, Matthew M.	
Misc. Transmittal	CL2019-1881
Referred [C.J.p. 6817]	Finance
Howey, Matthew M.	
Misc. Transmittal	CL2019-1886
Referred [C.J.p. 6817]	Finance
Hunter, Wendella	
Misc. Transmittal	CL2019-1906
Referred [C.J.p. 6817]	Finance
Jerbich, Michael A.	
Misc. Transmittal	CL2019-1919
Referred [C.J.p. 6817]	Finance
Julian, Jeremy M.	
Misc. Transmittal	CL2019-1905
Referred [C.J.p. 6817]	Finance
Kestel-Kolstad, Amanda C.	
Misc. Transmittal	CL2019-1859
Referred [C.J.p. 6817]	Finance
Lacy, Wilbert	
Misc. Transmittal	CL2019-1841
Referred [C.J.p. 6817]	Finance
Lee, Marilyn	
Misc. Transmittal	CL2019-1860
Referred [C.J.p. 6817]	Finance
Little, Michelle J.	
Misc. Transmittal	CL2019-1869
Referred [C.J.p. 6817]	Finance
Liu, Anne	
Misc. Transmittal	CL2019-1918
Referred [C.J.p. 6817]	Finance
Martinez, Manuela	
Misc. Transmittal	CL2019-1925
Referred [C.J.p. 6817]	Finance

**CLAIMS**

Damage to Vehicle - Pothole

Martinez, Maria R.	
Misc. Transmittal	CL2019-1854
Referred [C.J.p. 6817]	Finance
Mcintyre, Dimitia J.	
Misc. Transmittal	CL2019-1855
Referred [C.J.p. 6817]	Finance
Miller, Rebecca L.	
Misc. Transmittal	CL2019-1856
Referred [C.J.p. 6818]	Finance
Morales, Silvia M.	
Misc. Transmittal	CL2019-1845
Referred [C.J.p. 6818]	Finance
Mullin, Reid R.	
Misc. Transmittal	CL2019-1922
Referred [C.J.p. 6818]	Finance
Murphy, Kevin C.	
Misc. Transmittal	CL2019-1842
Referred [C.J.p. 6818]	Finance
Nava, Yvonne	
Misc. Transmittal	CL2019-1821
Referred [C.J.p. 6818]	Finance
Odeh, Sobhia M.	
Misc. Transmittal	CL2019-1885
Referred [C.J.p. 6818]	Finance
Ogrizovich, Sam	
Misc. Transmittal	CL2019-1920
Referred [C.J.p. 6818]	Finance
Partyka, Margrette	
Misc. Transmittal	CL2019-1822
Referred [C.J.p. 6818]	Finance
Perkins, Jesela	
Misc. Transmittal	CL2019-1882
Referred [C.J.p. 6818]	Finance
Pulte, Noreen C.	
Misc. Transmittal	CL2019-1874
Referred [C.J.p. 6818]	Finance
Pulte, Noreen C.	
Misc. Transmittal	CL2019-1875
Referred [C.J.p. 6818]	Finance



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### CLAIMS

#### Damage to Vehicle - Pothole

Rajchenbach, Moshe N.	
Misc. Transmittal	CL2019-1915
Referred [C.J.p. 6818]	Finance
Reid, Ralph H.	
Misc. Transmittal	CL2019-1884
Referred [C.J.p. 6818]	Finance
Render, Marilyn K.	
Misc. Transmittal	CL2019-1858
Referred [C.J.p. 6818]	Finance
Ries, Anthony T.	
Misc. Transmittal	CL2019-1904
Referred [C.J.p. 6818]	Finance
Robinson, Paul	
Misc. Transmittal	CL2019-1823
Referred [C.J.p. 6818]	Finance
Ron, Avi	
Misc. Transmittal	CL2019-1883
Referred [C.J.p. 6818]	Finance
Root, Gail	
Misc. Transmittal	CL2019-1825
Referred [C.J.p. 6818]	Finance
Rubin, Sarah B.	
Misc. Transmittal	CL2019-1846
Referred [C.J.p. 6819]	Finance
Salazar, Marco A.	
Misc. Transmittal	CL2019-1836
Referred [C.J.p. 6819]	Finance
Sanders, De Lajune M.	
Misc. Transmittal	CL2019-1847
Referred [C.J.p. 6819]	Finance
Saunders, Rebekah A.	
Misc. Transmittal	CL2019-1902
Referred [C.J.p. 6819]	Finance
Sdoukos, Margarita	
Misc. Transmittal	CL2019-1820
Referred [C.J.p. 6819]	Finance
Semonik, James E.	
Misc. Transmittal	CL2019-1888
Referred [C.J.p. 6819]	Finance

### CLAIMS

#### Damage to Vehicle - Pothole

Shelley, Tina M.	
Misc. Transmittal	CL2019-1824
Referred [C.J.p. 6819]	Finance
Skalecke, Leona L.	
Misc. Transmittal	CL2019-1871
Referred [C.J.p. 6819]	Finance
Smith, Triville S.	
Misc. Transmittal	CL2019-1887
Referred [C.J.p. 6819]	Finance
Strait, James M.	
Misc. Transmittal	CL2019-1833
Referred [C.J.p. 6819]	Finance
Svec, Bryan W.	
Misc. Transmittal	CL2019-1866
Referred [C.J.p. 6819]	Finance
Topete, Stephanie	
Misc. Transmittal	CL2019-1843
Referred [C.J.p. 6819]	Finance
Van Byssum, Grant K.	
Misc. Transmittal	CL2019-1917
Referred [C.J.p. 6819]	Finance
Walker, John K.	
Misc. Transmittal	CL2019-1912
Referred [C.J.p. 6819]	Finance
Williams, Connor A.	
Misc. Transmittal	CL2019-1844
Referred [C.J.p. 6819]	Finance

#### Small Claims

Enright, Brian and sundry others	
Waguespack (32)	Or2019-393
Direct Introduction	Finance
Passed [C.J.p. 7092]	

### COMMENDATIONS & DECLARATIONS

"Black Fine Art Month"	
October 2019	
Dowell (3)	R2019-724
Adopted [C.J.p. 8226]	
"Doris (Dorie) Miller Day"	
October 12, 2019	
Brookins (21)	R2019-706
Adopted [C.J.p. 8249]	



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### COMMENDATIONS & DECLARATIONS

Belling, Maureen  
Retirement as park supervisor from Chicago Park District  
Smith (43) R2019-736  
Adopted [C.J.p. 8263]  
Broutman, Larry  
Advocacy work on behalf of children with disabilities  
Burnett (27) R2019-704  
Adopted [C.J.p. 8252]  
Caballero, Rick R. (P.O.)  
Retirement from CPD  
Burke (14) R2019-712  
Adopted [C.J.p. 8233]  
Caldwell, Melvin Gregory  
Austin (34) R2019-708  
Adopted [C.J.p. 8255]  
Calhoun, Roxie  
51 years of service as crossing guard  
Martin (47) R2019-705  
Adopted [C.J.p. 8265]  
Calixto, Ramon (P.O.)  
Retirement from CPD  
Reboyas (30) R2019-733  
Adopted [C.J.p. 8253]  
Celebration of October as "Polish American Heritage Month"  
Lightfoot (Mayor), and Others R2019-748  
Adopted [C.J.p. 6787]  
Cius, Joseph J. (P.O.)  
Retirement from CPD  
Burke (14) R2019-713  
Adopted [C.J.p. 8234]  
Comiskey, Janet J. (Sgt.)  
Retirement from CPD  
Burke (14) R2019-711  
Adopted [C.J.p. 8235]  
Contreras, Rick  
Retirement as CAPS Coordinator for CPD  
Mitts (37) R2019-734  
Adopted [C.J.p. 8259]

### COMMENDATIONS & DECLARATIONS

Declaration of September as "All Children Matter - A Hope for Our Children" month/September 17, 2019 as "Demetrius Griffin Jr. Day"  
Mitts (37) R2019-707  
Adopted [C.J.p. 8261]  
Designation of October as "Breast Cancer Awareness Month"  
Lightfoot (Mayor), and Others R2019-749  
Adopted [C.J.p. 6789]  
El, Victor A.  
Retirement as Lockup Keeper from CPD  
Burke (14) R2019-714  
Adopted [C.J.p. 8236]  
Gallagly, Marie  
102nd birthday  
Gardiner (45) R2019-739  
Adopted [C.J.p. 8264]  
George, Clarence (Pastor)/George, Cherise (CoPastor)  
22nd wedding anniversary and 15th anniversary as pastors at Upon This Rock Outreach Ministries  
Brookins (21) R2019-730  
Adopted [C.J.p. 8248]  
Gomez, Sr., Christopher/Gomez, Edith  
Birth of son, Isaac Christopher Gomez  
Quinn (13) R2019-727  
Adopted [C.J.p. 8232]  
Heron, Jane  
40 years of service to Logan Square neighborhood  
Ramirez-Rosa (35), R2019-738  
Adopted [C.J.p. 8258]  
King, Randal L. (P.O.)  
Retirement from CPD  
Burke (14) R2019-715  
Adopted [C.J.p. 8237]  
Kosiewicz, David J. (P.O.)  
Retirement from CPD  
Burke (14) R2019-716  
Adopted [C.J.p. 8238]



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### COMMENDATIONS & DECLARATIONS

Mahoney, Richard A. (P.O.)  
Retirement from CPD  
Burke (14) R2019-717  
Adopted [C.J.p. 8239]  
Mahoney, Robin M. (P.O.)  
Retirement from CPD  
Burke (14) R2019-718  
Adopted [C.J.p. 8240]  
Martin, Michael J. (P.O.)  
Retirement from CPD  
Burke (14) R2019-719  
Adopted [C.J.p. 8241]  
McGovern, John J. (P.O.)  
Retirement from CPD  
Burke (14) R2019-720  
Adopted [C.J.p. 8242]  
Regan, Jacqueline R.  
Retirement as Field Training Officer from CPD  
Burke (14) R2019-721  
Adopted [C.J.p. 8243]  
Santiago, Patricia W.  
Retirement as Administrative Assistant III from CPD  
Burke (14) R2019-722  
Adopted [C.J.p. 8244]  
Shannon, Cad (Deacon Off.)  
75th birthday  
Brookins (21) R2019-731  
Adopted [C.J.p. 8250]  
Thomsen, Robert V. (P.O.)  
Retirement from CPD  
Burke (14) R2019-723  
Adopted [C.J.p. 8245]  
Williams, Delece  
Accomplishments and 25th anniversary of Kidz Korner  
Brookins (21) R2019-732  
Adopted [C.J.p. 8251]

### COMMITTEE/PUBLIC HEARINGS

Committee on Budget and Government Operations  
Call for hearings on unfilled employee vacancies within City departments  
Lopez (15), and Others R2019-744  
Referred [C.J.p. 8301] Budget  
Committee on Education and Child Development  
Call for hearing on staff shortages and class sizes in Chicago Public Schools  
Maldonado (26), and Others R2019-745  
Referred [C.J.p. 8309] Education  
Committee on Environmental Protection and Energy  
Call for hearing on Peoples Gas Modernization Program  
Cardenas (12), and Others R2019-746  
Referred [C.J.p. 8299] Environment  
Committee on Finance  
Call for hearing regarding Lincoln Yards Redevelopment Agreement and Cortland and Chicago River TIF district  
La Spata (1), and Others R2019-741  
Referred [C.J.p. 8288] Finance  
Committee on Health and Human Relations  
Call for hearing on CDPH report on feasibility of use of Entheogenic Plants as alternative treatment options  
Hopkins (2) R2019-735  
Referred [C.J.p. 8290] Health  
Call for renewed efforts of focus on renewable energy, with commitment to solar projects, and initiatives of renewable energy in City buildings, CTA bus fleet, creating Office of the Environment  
Lightfoot (Mayor), Cardenas R2019-686  
Referred [C.J.p. 4482] Health  
Re-Referred [C.J.p. 7201] Environment  
Committee on License and Consumer Protection  
Call for hearing on e-scooter share pilot program  
La Spata (1), and Others R2019-742  
Referred [C.J.p. 8288] Pedestrian and Traffic Safety  
Committee on Pedestrian and Traffic Safety  
Call for hearing on e-scooter share pilot program  
La Spata (1), and Others R2019-742  
Referred [C.J.p. 8288] Pedestrian and Traffic Safety



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## CITY COUNCIL LEGISLATIVE INDEX

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### COMMITTEE/PUBLIC HEARINGS

#### Committee on Public Safety

Call for hearing to address unruly motorcycle and bike stunt-riding on public way

Dowell (3), and Others R2019-740

Referred [C.J.p. 8292] Public Safety

### DONATION OF CITY EQUIPMENT

Antigua International Fire Training Force

Turnout firefighter gear

Taliaferro (29) O2019-8018

Referred [C.J.p. 8314] Public Safety

Ghana International Fire Training Force

Turnout firefighter gear

Taliaferro (29) O2019-8016

Referred [C.J.p. 8315] Public Safety

Haiti International Fire Training Force

Self-contained breathing apparatus

Taliaferro (29) O2019-8013

Referred [C.J.p. 8315] Public Safety

Haiti International Fire Training Force

Stoke baskets, saws and stretchers

Taliaferro (29) O2019-8014

Referred [C.J.p. 8315] Public Safety

Jamaica International Fire Training Force

Self-contained breathing apparatus

Taliaferro (29) O2019-8015

Referred [C.J.p. 8315] Public Safety

Liberia International Fire Training Force

Ambulance

Taliaferro (29) O2019-8012

Referred [C.J.p. 8316] Public Safety

### ENERGY/ENVIRONMENTAL ISSUES

#### Miscellaneous

Adoption of FEMA-approved multi-jurisdictional hazard mitigation plan and Chicago jurisdictional annex document

Lightfoot (Mayor) R2019-750

Referred [C.J.p. 6803] Public Safety

### ENERGY/ENVIRONMENTAL ISSUES

#### Open Space Impact Fees

NeighborSpace

455-457 N Waller Ave

Expenditure of funds for construction of Harambee Community Garden

Lightfoot (Mayor) O2019-7011

Referred [C.J.p. 4485] Special Events

Passed [C.J.p. 7337]

### FINANCE FUNDS

#### Affordable Housing Opportunity Fund

Authorization for amendment to Department of Housing agreement with Chicago Community Land Trust for pilot program of Affordable Homeownership and Housing Program using Affordable Housing Opportunity Funds

Lightfoot (Mayor) SO2019-5555

Referred [C.J.p. 2192] Housing

Passed as [C.J.p. 7234]

Substitute

#### Neighborhoods Opportunity Fund

Madland Industries LLC

328 N Albany Ave

Grant and agreement for rehabilitation of property

Lightfoot (Mayor) O2019-8000

Referred [C.J.p. 6800] Budget

Mercer Street Holdings Three LLC

3250 W Roosevelt Rd

Living Fresh Market

Lightfoot (Mayor) O2019-7113

Referred [C.J.p. 4479] Budget

Passed [C.J.p. 7105]

### HISTORICAL LANDMARKS

#### Permit Fee Waivers

Ostarello, James J.

11417 S Forrestville Ave

Beale (9) Or2019-401

Referred [C.J.p. 8295] Zoning

### ILLINOIS, STATE OF

Call for Governor JB Pritzker and Illinois General Assembly to restore oversight to Peoples Gas

Cardenas (12), and Others R2019-746

Referred [C.J.p. 8299] Environment



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### ILLINOIS, STATE OF

Call on Governor J. B. Pritzker, Senate President John Cullerton, House Speaker Michael Madigan, Illinois Department of Aging and Illinois Department of Rehabilitation to build sustainable long term in-home care infrastructure for seniors, persons with disabilities, family members, caregiving workforce and senior service providers

Tunney (44), and Others R2019-692

Referred [C.J.p. 6768] Health

Adopted [C.J.p. 7199]

Call on Governor J.B. Pritzker and Illinois General Assembly to pass Clean Energy Jobs Act

Cardenas (12), and Others R2019-747

Referred [C.J.p. 8298] Environment

### LAWSUITS/SETTLEMENTS

#### Lawsuits

Chereta Adams, as Special Administrator of the Estate of Chequita Adams, deceased v. City of Chicago, a municipal corporation, Jamie Jawor (Star #6740), individually and as agent of the City of Chicago, cited as 17 L 008570 (Circuit Court of Cook County, Law Division)

Waguespack (32) Or2019-396

Direct Introduction Finance

Passed [C.J.p. 7089]

Erick T. Smith and Wivionia Haywood Jones v. Michael R. Alaniz, Rodrigo J. Corona, and the City of Chicago, cited as 14 C 4359 (Northern District of Illinois)

Waguespack (32) Or2019-397

Direct Introduction Finance

Passed [C.J.p. 7090]

Karonna Williams, on behalf of herself and her son, John Doe, and Naseem Stevens v. City of Chicago, Jorge Lopez (Star #20298), Enrique Pacheco (Star #20258), Josph Zulkey (Star #20541) cited as 19 CV 2993 (Northern District of Illinois)

Waguespack (32) Or2019-398

Direct Introduction Finance

Passed [C.J.p. 7091]

#### Report of Settlements

Month of September 2019

Dept./Agency F2019-125

Filed [C.J.p. 7100]

### MUNICIPAL CODE AMENDMENTS

#### Title 2 - City Government & Administration

##### Ch. 32 Dept. of Finance

2-32-030 expanding Comptroller duties to enter into agreements with governmental agencies, including data-sharing, to facilitate collection or allocation of revenues, if funded by appropriation availability

Lightfoot (Mayor) O2019-6910

Referred [C.J.p. 4470] Finance

Passed [C.J.p. 6820]

##### Ch. 44 Dept. of Housing

Application of 2-44-080(G)(1) to use Affordable Housing Opportunity Funds in conjunction with other housing programs to restrict at-risk affordable housing with affordability covenants and deed restrictions

Lightfoot (Mayor) SO2019-5555

Referred [C.J.p. 2192] Housing

Passed as [C.J.p. 7234]

Substitute

##### Ch. 53 City Council Office of Financial Analysis

2-53-020 (a) (b) (c) modifying provision for appointment, term of office, and qualifications of Director

Dowell (3), and Others O2019-6955

Referred [C.J.p. 6697] Budget

Passed [C.J.p. 7101]

2-53-030 (a) thru (i) modifying powers and duties of Director, including reportorial requirements

Dowell (3), and Others O2019-6955

Referred [C.J.p. 6697] Budget

Passed [C.J.p. 7101]

2-53-035 (new) requiring reports, analyses and statements issued by Office to be posted on its website and open to public inspection except redacted information exempted from disclosure by Illinois Freedom of Information Act or applicable other applicable laws

Dowell (3), and Others O2019-6955

Referred [C.J.p. 6697] Budget

Passed [C.J.p. 7101]

2-53-040 (a) thru (e) modifying provisions governing access to City records

Dowell (3), and Others O2019-6955

Referred [C.J.p. 6697] Budget

Passed [C.J.p. 7101]



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## CITY COUNCIL LEGISLATIVE INDEX

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### MUNICIPAL CODE AMENDMENTS

#### Title 2 - City Government & Administration

##### Ch. 83 Civilian Police Accountability Council

2-83-010 thru 2-83-030 (new) establishing Article I.  
Organization and Election

Hairston (5), and Others O2019-8058

Referred [C.J.p. 8294] Public Safety

2-83-040 and 2-83-050 (new) establishing Article II.  
Powers and Duties of CPAC

Hairston (5), and Others O2019-8058

Referred [C.J.p. 8294] Public Safety

2-83-060 thru 2-83-100 (new) establishing Article  
III. Discipline and Investigations

Hairston (5), and Others O2019-8058

Referred [C.J.p. 8294] Public Safety

2-83-120 thru 2-83-140 (new) establishing Article  
IV. CPAC Reports

Hairston (5), and Others O2019-8058

Referred [C.J.p. 8294] Public Safety

2-83-150 thru 2-83-190 (new) establishing Article  
V. Removal from Office and Penalties

Hairston (5), and Others O2019-8058

Referred [C.J.p. 8294] Public Safety

2-83-200 (new) establishing Article VI. Budget

Hairston (5), and Others O2019-8058

Referred [C.J.p. 8294] Public Safety

##### Ch. 84 Dept. of Police

2-84-197 (new) requiring Superintendent, upon  
request of Committee on Public Safety, to appear  
quarterly before such Committee to report and  
testify on number of murders in City and murder  
clearance rate during preceding quarter

Taliaferro (29) O2019-8019

Referred [C.J.p. 8314] Public Safety

##### Ch. 92 Dept. of Purchases, Contracts & Supplies

2-92-635 (new) (a) (b) (c) requiring any new  
construction contract to specify cost of any trucking  
service for such contract as separate line item

Villegas (36) O2019-8008

Referred [C.J.p. 8321] Contracting  
Oversight

### MUNICIPAL CODE AMENDMENTS

#### Title 2 - City Government & Administration

##### Ch. 120 Commissioners & Commissions

2-120-600 removing replacement limitation of no  
more than four members within one year from  
affected commission

Lightfoot (Mayor) O2019-6915

Referred [C.J.p. 4470] Zoning

Passed [C.J.p. 7852]

#### Title 3 - Revenue & Finance

##### Ch. 34 Fallen Heroes Property Tax Abatement

3-94-10 thru 3-94-40 (new) establishing Chapter to  
allow abatement of tax of qualified property for  
surviving spouses of fallen police officers, soldiers  
or rescue workers

Thompson (11), and Others SO2019-5591

Referred [C.J.p. 4346] Finance

Passed as [C.J.p. 6822]

Substitute

##### Ch. 47 Chicago Liquid Nicotine Product Tax

3-47-020 expanding definition of retail sale to  
include use of websites or any other digital platform

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

3-47-020 expanding definition of retail sale to  
include use of websites or any other digital platform

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License

##### Ch. 56 Wheel Tax Licenses

3-56-050 (a) extending standard veteran license  
pilot program until January 31, 2021

Valencia (Clerk) O2019-7794

Referred [C.J.p. 4519] Pedestrian and  
Traffic Safety

Passed [C.J.p. 7298]

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 60 Liquor Dealers

4-60-022 (48.11) allow additional alcoholic liquor  
licenses on portions of N Sheridan Rd

Osterman (48) O2019-6902

Referred [C.J.p. 6774] License

Passed [C.J.p. 7287]

4-60-023 (12.285) allow additional package goods  
licenses on portions of S Archer Ave

Cardenas (12) O2019-7999

Referred [C.J.p. 8297] License



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### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 60 Liquor Dealers

4-60-023 (36.32) allow additional package goods licenses on portions of W Addison St

Villegas (36) O2019-6933

Referred [C.J.p. 6744] License

Passed [C.J.p. 7288]

4-60-023 (47.70) allow additional package goods licenses on portions of W Wilson Ave

Martin (47) O2019-6948

Referred [C.J.p. 6770] License

Passed [C.J.p. 7290]

4-60-023 (49.30) allow additional package goods licenses on portions of N Clark St

Hadden (49) O2019-6834

Referred [C.J.p. 6777] License

Passed [C.J.p. 7291]

4-60-023 (50.20) allow additional package goods licenses on portions of N Western Ave

Silverstein (50) SO2019-7998

Referred [C.J.p. 8338] License

4-60-023 (50.20) now allowing additional package goods licenses on west side of N Western Ave, from Jarvis Ave to Touhy Ave

Silverstein (50) SO2019-6903

Referred [C.J.p. 6778] License

Passed [C.J.p. 7293]

4-60-130 (a) regulating hours of operation for sale of alcoholic liquor and package goods in supermarkets with interior floor area of not less than 5,000 sq. ft.

Martin (47) O2019-6951

Referred [C.J.p. 6771] License

Passed [C.J.p. 7294]

##### Ch. 64 Tobacco Dealers

4-64-100 adding definition of illegitimate nicotine goods, liquid nicotine product and product unit, and modifying description of retail tobacco, underage tobacco violation(s), and wholesale tobacco dealer

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License

### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 64 Tobacco Dealers

4-64-100 adding definition of illegitimate nicotine goods, liquid nicotine product and product unit, and modifying description of retail tobacco, underage tobacco violation(s), and wholesale tobacco dealer

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

4-64-350 (c) (d) (e) prohibiting sale, barter or exchange of illegitimate nicotine goods, including through use of websites or any other digital platform, and modifying penalty provision for violations

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

4-64-350 (c) (d) (e) prohibiting sale, barter or exchange of illegitimate nicotine goods, including through use of websites or any other digital platform, and modifying penalty provision for violations

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License

4-64-500 expanding legal duties of retail tobacco dealers to include keeping of written record in English all sales of electronic cigarettes and liquid nicotine products beginning June 1, 2020, and in accordance with recording guidelines

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License

4-64-500 expanding legal duties of retail tobacco dealers to include keeping of written record in English all sales of electronic cigarettes and liquid nicotine products beginning June 1, 2020, and in accordance with recording guidelines

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

4-64-505 (new) (a) (b) establishing regulations on electronic cigarettes, including requirements and maximum retail amounts

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

4-64-505 (new) (a) (b) establishing regulations on electronic cigarettes, including requirements and maximum retail amounts

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License



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### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 64 Tobacco Dealers

4-64-900 (b) modifying provision for fines on specific offenses by adding reference to Section 4-64-505(b)

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License

4-64-900 (b) modifying provision for fines on specific offenses by adding reference to Section 4-64-505(b)

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

4-64-910 (a) modifying fines for underage tobacco violations by adding reference to Section 4-64-05005(a)

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

4-64-910 (a) modifying fines for underage tobacco violations by adding reference to Section 4-64-05005(a)

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License

4-64-935 (a) modifying provision governing license revocation by adding reference to Section 4-64-505

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License

4-64-935 (a) modifying provision governing license revocation by adding reference to Section 4-64-505

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

4-64-940 (a) modifying provision governing nonrenewal of licenses by adding reference to 4-64-505

Reilly (42) O2019-8010

Referred [C.J.p. 8324] License

4-64-940 (a) modifying provision governing nonrenewal of licenses by adding reference to 4-64-505

Reilly (42) O2019-8057

Referred [C.J.p. 8325] License

### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 244 Peddlers

4-244-140 (b) (32) prohibiting peddling on portions of S State St, E 11th St, S Michigan Ave, E Roosevelt Rd, S Columbus Dr, S Indiana Ave, 13th St, W Roosevelt Rd and S Clark St

King (4), Dowell (3) O2019-8027

Referred [C.J.p. 8293] License

#### Title 7 - Health & Safety

##### Ch. 24 Drugs & Narcotics

7-24-031 (new) prohibiting adult-use cannabis businesses including craft growers, cultivation centers, dispensing organizations, infusers, processors, transporters, and on-premise cannabis consumption establishments

Ervin (28), and Others O2019-8063

Referred [C.J.p. 8313] Contracting Oversight

7-24-033 (new) setting forth fines for violations of Article VIII provisions

Ervin (28), and Others O2019-8063

Referred [C.J.p. 8313] Contracting Oversight

7-24-034 (new) establishing severability clause excluding each unconstitutional or invalid provision or application thereof, unless otherwise provided by Chapter

Ervin (28), and Others O2019-8063

Referred [C.J.p. 8313] Contracting Oversight

7-24-040 (formerly 7-24-230) renumbering penalty for violations of Chapter

Ervin (28), and Others O2019-8063

Referred [C.J.p. 8313] Contracting Oversight

7-24-230 (new) under new Article VIII Cannabis Business Establishments Prohibited, establishing definition of adult-use cannabis establishment, cannabis craft grower, cannabis cultivation center, on-premise adult-use recreational cannabis consumption establishment, and other related terminology

Ervin (28), and Others O2019-8063

Referred [C.J.p. 8313] Contracting Oversight



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### MUNICIPAL CODE AMENDMENTS

#### Title 7 - Health & Safety

##### Ch. 28 Health Nuisances

7-28-785 (o) increasing fines for violations of provision governing collection bins

Reilly (42) O2019-8020

Referred [C.J.p. 8325] License

#### Title 8 - Offenses Affecting Public Peace, Morals & Welfare

##### Ch. 4 Public Peace & Welfare

8-4-127 (a) thru (e) modifying provisions prohibiting cyberstalking and cyber-flashing

Lopez (15) O2019-8026

Referred [C.J.p. 8300] Public Safety

#### Title 9 - Vehicles, Traffic & Rail Transportation

##### Ch. 12 Street Improvements

9-12-045 (a) thru (e) removing expiration date for shared street program on portions of W Argyle St

Osterman (48) O2019-6973

Referred [C.J.p. 6775] Pedestrian and Traffic Safety

Passed [C.J.p. 7300]

##### Ch. 64 Parking Regulations

9-64-206 adding hours of operation on portions of W Fullerton Ave

Hopkins (2) O2019-7924

Referred [C.J.p. 8289] Pedestrian and Traffic Safety

#### Title 10 - Streets, Public Ways, Parks, Airports & Harbors

##### Ch. 40 Chicago Harbor

10-40-330 correcting clericals, adding mandatory input from relevant aldermen, departments, stakeholders regarding permitting for construction or repair of structures in harbor, adding conditions of impermissible construction of repair, increasing construction/repair violation fine thresholds to \$1,000 with a ceiling of \$1,500 per offense per day with dock change returned to its original state or location, it not, then removal by Commissioner

Lightfoot (Mayor) O2019-6912

Referred [C.J.p. 4471] Transportation

Passed [C.J.p. 7341]

### MUNICIPAL CODE AMENDMENTS

#### Title 10 - Streets, Public Ways, Parks, Airports & Harbors

##### Ch. 40 Chicago Harbor

10-40-570 increasing fine threshold range for bridge tenders or other persons allowing violations to \$100 through \$1,000 per day per occurrence

Lightfoot (Mayor) O2019-6912

Referred [C.J.p. 4471] Transportation

Passed [C.J.p. 7341]

##### Ch. 8 - Solicitations

10-8-332(a) adding "harbor" to definition of public way

Lightfoot (Mayor) O2019-6912

Referred [C.J.p. 4471] Transportation

Passed [C.J.p. 7341]

10-8-335 correcting clericals and adding definition of harbor as in 10-4-010 as public way

Lightfoot (Mayor) O2019-6912

Referred [C.J.p. 4471] Transportation

Passed [C.J.p. 7341]

#### Title 11 - Utilities & Environmental Protection

##### Ch. 4 Environmental Protection & Control

11-4-615 (new) (a) (b) (c) establishing notification requirements for facility or operating permit applications under Title V of Clean Air Act, Illinois Environmental Protection Act, or other applicable State laws regarding air emissions

Cardenas (12), and Others O2019-8047

Referred [C.J.p. 8298] Environment

#### Title 17 - Chicago Zoning Ordinance

##### Ch. 3 Business & Commercial Districts

17-3-0207 expanding table title to Cannabis Business Establishments and adding various cannabis type businesses requiring special use approval

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

17-3-0503-D designating N Clark St from W Montrose Ave to W Bryn Mawr Ave as pedestrian street, and removing such designation on W Winona St to W Bryn Mawr, W Ainslie St to W Argyle St, and W Montrose to W Lawrence segments

Martin (47) O2019-8011

Referred [C.J.p. 8336] Zoning



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### MUNICIPAL CODE AMENDMENTS

#### Title 17 - Chicago Zoning Ordinance

##### Ch. 4 Downtown Districts

17-4-0207 expanding various types of cannabis-related businesses to certain restricted zoning districts requiring special use approval

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

##### Ch. 5 Manufacturing Districts

17-5-0207 expanding medical cannabis locations by right or special use to now include various cannabis business establishments

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

##### Ch. 6 Special Purpose Districts

17-6-0403-F deleting medical cannabis, inserting cannabis business establishments allowable in planned manufacturing districts as permitted by right for purposes as cultivation centers, craft growers, infusers and processors

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

##### Ch. 7 Overlay Districts

17-7-0560 (new) Cannabis Zone Districts

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

17-7-0561 (new) precludes establishment of adult use cannabis dispensaries in central business district, adjacent commercial, entertainment, tourism and related traffic areas geographically outlined here

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

### MUNICIPAL CODE AMENDMENTS

#### Title 17 - Chicago Zoning Ordinance

##### Ch. 7 Overlay Districts

17-7-0562 (new) establishing cannabis zone geographical districts as: North District, Central District, Southeast District, Far South District, Southwest District, West District and Northwest District

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

##### Ch. 9 Use Regulations

17-9-0129 expanding jurisdictional allowance of medical cannabis locations to include cannabis business establishments as a co-location, cannabis cultivation centers allowed by right in manufacturing districts (M), planned manufacturing zoning districts (PMD), subject to various square footage accessory sale restrictions, state taxes and usages, prohibitive locations in residential buildings, school proximity, operational/manufacturing limitations and district density cap of 14 after May 1, 2020, enumerating conditions for shared business types in enclosed facilities

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

##### Ch. 10 Parking & Loading

17-10-0200 now applying minimum parking ratios requirements for all cannabis business establishments

Lightfoot (Mayor), and Others SO2019-6926

Referred [C.J.p. 4473] Zoning

Passed as [C.J.p. 7854]

Substitute

17-10-1011 (new) (A) (B) requiring new construction of multi-unit residential building, or providing 50 or more parking spaces serving non-residential uses to specify installation of electric vehicle supply equipment infrastructure to support future installation of electric vehicle supply equipment for at least 20% of parking spaces

Reilly (42), Martin (47) O2019-8025

Referred [C.J.p. 8331] Zoning



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## MUNICIPAL CODE AMENDMENTS

### Title 17 - Chicago Zoning Ordinance

#### Ch. 10 Parking & Loading

17-10-1011 regulating electric vehicle equipment applying to new building construction projects submitted after July 31, 2020

Reilly (42)		SO2019-6934
Referred	[C.J.p. 6761]	Zoning
Passed as	[C.J.p. 7867]	
Substitute		

#### Ch. 14 Administration

17-14-0303-F adding authorization for zoning board of appeals to create rules and conduct lotteries for special use application of cannabis dispensaries

Lightfoot (Mayor), and Others		SO2019-6926
Referred	[C.J.p. 4473]	Zoning
Passed as	[C.J.p. 7854]	
Substitute		

17-14-0303-G adding power for zoning board of appeals to require more information to achieve full disclosure from applicant

Lightfoot (Mayor), and Others		SO2019-6926
Referred	[C.J.p. 4473]	Zoning
Passed as	[C.J.p. 7854]	
Substitute		

17-14-0303-H adding applicant responsibility to provide all information submitted to state for licensing under State of Illinois' Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) or State of Illinois' Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.)

Lightfoot (Mayor), and Others		SO2019-6926
Referred	[C.J.p. 4473]	Zoning
Passed as	[C.J.p. 7854]	
Substitute		

## MUNICIPAL CODE AMENDMENTS

### Title 17 - Chicago Zoning Ordinance

#### Ch. 17 Terminology & Measurements, Land Use & Zoning-Tables & Index

117-17--0106-E adding cannabis business establishments to Other Uses group and defining eight different types of cannabis-related enterprises, mandating state compliance, state registration, state authority of preconditions of state licensing and registration compliance within 410 ILCS 705/1-1 et seq, 410 ILCS 705/1-1 et seq and 410 ILCS 130/1 et seq., Illinois Dept. of Agriculture, and all associated state rules referencing definitions listed therein

Lightfoot (Mayor), and Others		SO2019-6926
Referred	[C.J.p. 4473]	Zoning
Passed as	[C.J.p. 7854]	
Substitute		

17-17-0106-B renumbering coke and coal bulk material to this section

Lightfoot (Mayor), and Others		SO2019-6926
Referred	[C.J.p. 4473]	Zoning
Passed as	[C.J.p. 7854]	
Substitute		

17-17-0106-C renumbering firearms dealer to this section

Lightfoot (Mayor), and Others		SO2019-6926
Referred	[C.J.p. 4473]	Zoning
Passed as	[C.J.p. 7854]	
Substitute		

17-17-0106-D renumbering Manganese-bearing material and related terms to this section

Lightfoot (Mayor), and Others		SO2019-6926
Referred	[C.J.p. 4473]	Zoning
Passed as	[C.J.p. 7854]	
Substitute		

17-17-0251.5-A (new) defining electric vehicle

Reilly (42), Martin (47)		O2019-8025
Referred	[C.J.p. 8331]	Zoning

17-17-0251.5-A thru 17-17-0251.5-C (new) defining electric vehicle, electric vehicle supply equipment and electric vehicle supply equipment infrastructure

Reilly (42)		SO2019-6934
Referred	[C.J.p. 6761]	Zoning
Passed as	[C.J.p. 7867]	
Substitute		



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### MUNICIPAL CODE AMENDMENTS

#### Title 17 - Chicago Zoning Ordinance

#### Ch. 17 Terminology & Measurements, Land Use & Zoning-Tables & Index

17-17-0251.5-B (new) defining electric vehicle supply equipment

Reilly (42), Martin (47) O2019-8025

Referred [C.J.p. 8331] Zoning

17-17-0251.5-C (new) defining electric supply equipment infrastructure

Reilly (42), Martin (47) O2019-8025

Referred [C.J.p. 8331] Zoning

### PARKING

#### Buffer Zones

1900 S Prairie Ave

Zone No. 1677

Dowell (3) O2019-2820

Referred [C.J.p. 101122] Pedestrian and Traffic Safety

Passed [C.J.p. 7317] SO2019-7928

#### Handicapped

331 W 101st St

Austin (34) O2019-8223

Referred [C.J.p. 8273] Pedestrian and Traffic Safety

40 W 113th St

Austin (34) O2019-7835

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 7812] SO2019-7926

2812 W 36th St

Cardenas (12) O2019-7804

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 7308] SO2019-7926

606 W 47th Pl

Thompson (11) O2019-8116

Referred [C.J.p. 8269] Pedestrian and Traffic Safety

5011 W 47th St

Rodriguez (22) O2019-4160

Referred [C.J.p. 2033] Pedestrian and Traffic Safety

Passed [C.J.p. 7325] SO2019-7935

### PARKING

#### Handicapped

737 W 48th Pl

Thompson (11) O2019-8118

Referred [C.J.p. 8269] Pedestrian and Traffic Safety

2122 W 52nd Pl

Coleman (16) O2019-7130

Referred [C.J.p. 6665] Pedestrian and Traffic Safety

Passed [C.J.p. 7309] SO2019-7926

2135 W 53rd Pl

Coleman (16) O2019-7131

Referred [C.J.p. 6666] Pedestrian and Traffic Safety

Passed [C.J.p. 7309] SO2019-7926

3640 W 55th Pl

Tabares (23) O2019-7278

Referred [C.J.p. 6670] Pedestrian and Traffic Safety

Passed [C.J.p. 7310] SO2019-7926

4041 W 56th Pl

Quinn (13) O2019-7064

Referred [C.J.p. 6663] Pedestrian and Traffic Safety

Passed [C.J.p. 7308] SO2019-7926

3713 W 56th St

Tabares (23) O2019-8166

Referred [C.J.p. 8272] Pedestrian and Traffic Safety

3908 W 57th St

Quinn (13) O2019-8129

Referred [C.J.p. 8270] Pedestrian and Traffic Safety

3549 W 59th Pl

Tabares (23) O2019-7280

Referred [C.J.p. 6670] Pedestrian and Traffic Safety

Passed [C.J.p. 7310] SO2019-7926

3329 W 60th Pl

Tabares (23) O2019-8170

Referred [C.J.p. 8272] Pedestrian and Traffic Safety



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### PARKING

#### Handicapped

3810 W 60th Pl

Tabares (23)

Referred [C.J.p. 6670]

Passed [C.J.p. 7310]

3412 W 61st Pl

Tabares (23)

Referred [C.J.p. 6670]

Passed [C.J.p. 7310]

3941 W 61st Pl

Tabares (23)

Referred [C.J.p. 8272]

1348 W 61st St

Coleman (16)

Referred [C.J.p. 6666]

Passed [C.J.p. 7309]

2915 W 62nd St

Coleman (16)

Direct Introduction

Passed [C.J.p. 7309]

5641 W 62nd St

Remove

Quinn (13)

Referred [C.J.p. 8275]

6818 W 64th Pl

Tabares (23)

Referred [C.J.p. 8272]

7015 W 64th Pl

Tabares (23)

Referred [C.J.p. 8272]

7137 W 64th St

Tabares (23)

Referred [C.J.p. 6670]

Passed [C.J.p. 7310]

### PARKING

#### Handicapped

3323 W 65th St

Tabares (23)

Referred [C.J.p. 8272]

2114 W 69th St

Coleman (16)

Referred [C.J.p. 6666]

Passed [C.J.p. 7309]

2519 W 70th St

Moore (17)

Direct Introduction

Passed [C.J.p. 7310]

2559 E 71st St

Mitchell (7)

Direct Introduction

Passed [C.J.p. 7308]

1130 E 81st St

Harris (8)

Referred [C.J.p. 8269]

856 E 82nd St

Harris (8)

Referred [C.J.p. 8269]

915 E 82nd St

Harris (8)

Referred [C.J.p. 8269]

2900 W 86th Pl

Curtis (18)

Referred [C.J.p. 6667]

Passed [C.J.p. 7310]

838 E 88th Pl

Harris (8)

Referred [C.J.p. 8269]

440 W 97th St

Brookins (21)

Referred [C.J.p. 8271]

O2019-8182

Pedestrian and  
Traffic Safety

O2019-7135

Pedestrian and  
Traffic Safety

SO2019-7926

O2019-7815

Pedestrian and  
Traffic Safety

SO2019-7926

O2019-7798

Pedestrian and  
Traffic Safety

SO2019-7926

O2019-8077

Pedestrian and  
Traffic Safety

O2019-8079

Pedestrian and  
Traffic Safety

O2019-8082

Pedestrian and  
Traffic Safety

O2019-7220

Pedestrian and  
Traffic Safety

SO2019-7926

O2019-8084

Pedestrian and  
Traffic Safety

O2019-7982

Pedestrian and  
Traffic Safety



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### PARKING

#### Handicapped

5756 S Ada St	
Coleman (16)	O2019-7074
Referred [C.J.p. 6664]	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
5216 W Adams St	
Taliaferro (29)	O2019-7319
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
6053 N Albany Ave	
Remove	
Silverstein (50)	O2019-7024
Referred [C.J.p. 6678]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
6219 N Albany Ave	
Silverstein (50)	O2019-5823
Referred [C.J.p. 4307]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 7334]	SO2019-7938
6148 N Artesian Ave	
Vasquez, Jr. (40)	O2019-7842
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
6239 N Artesian Ave	
Silverstein (50)	O2019-5827
Referred [C.J.p. 4307]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 7334]	SO2019-7938
6312 N Artesian Ave	
Silverstein (50)	O2019-5829
Referred [C.J.p. 4307]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 7334]	SO2019-7938
6317 N Artesian Ave	
Silverstein (50)	O2019-8236
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety

### PARKING

#### Handicapped

6437 S Artesian Ave	
Coleman (16)	O2019-7077
Referred [C.J.p. 6664]	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
6509 N Artesian Ave	
Silverstein (50)	O2019-8238
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety
2939 W Arthington St	
Ervin (28)	O2019-7830
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
2035 W Arthur Ave	
Silverstein (50)	O2019-8265
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety
2134 W Arthur Ave	
Silverstein (50)	O2019-4210
Referred [C.J.p. 2026]	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
3444 S Bell Ave	
Cardenas (12)	O2019-7803
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
6737 S Bell Ave	
Coleman (16)	O2019-7079
Referred [C.J.p. 6664]	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
8919 S Bennett Ave	
Harris (8)	O2019-8062
Referred [C.J.p. 8268]	Pedestrian and Traffic Safety
8344 S Blackstone Ave	
Harris (8)	O2019-8064
Referred [C.J.p. 8268]	Pedestrian and Traffic Safety



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### PARKING

#### Handicapped

8904 S Blackstone Ave		
Harris (8)	O2019-8067	
Referred [C.J.p. 8268]	Pedestrian and	
	Traffic Safety	
9219 S Blackstone Ave		
Harris (8)	O2019-8069	
Referred [C.J.p. 8268]	Pedestrian and	
	Traffic Safety	
6137 S California Ave		
Coleman (16)	O2019-7081	
Referred [C.J.p. 6664]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7309]	SO2019-7926	
6142 N California Ave		
Silverstein (50)	O2019-5830	
Referred [C.J.p. 4307]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7314]	SO2019-7926	
8203 S Calumet Ave		
Sawyer (6)	O2019-7974	
Referred [C.J.p. 8268]	Pedestrian and	
	Traffic Safety	
1244 N Campbell Ave		
Maldonado (26)	O2019-7818	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7311]	SO2019-7926	
5118 W Carmen Ave		
Gardiner (45)	O2019-7419	
Referred [C.J.p. 6674]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7313]	SO2019-7926	
10115 S Carpenter St		
Austin (34)	O2019-8216	
Referred [C.J.p. 8273]	Pedestrian and	
	Traffic Safety	
11300 S Carpenter St		
Austin (34)	O2019-7832	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7312]	SO2019-7926	

### PARKING

#### Handicapped

7251 S Champlain Ave		
Sawyer (6)	O2019-6892	
Referred [C.J.p. 6659]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7307]	SO2019-7926	
1759 W Chase Ave		
Hadden (49)	O2019-7852	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7314]	SO2019-7926	
5140 N Claremont Ave		
Vasquez, Jr. (40)	O2019-7843	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7313]	SO2019-7926	
6325 N Claremont Ave		
Silverstein (50)	O2019-8268	
Referred [C.J.p. 8274]	Pedestrian and	
	Traffic Safety	
7632 S Clyde Ave		
Harris (8)	O2019-8072	
Referred [C.J.p. 8268]	Pedestrian and	
	Traffic Safety	
5318 W Congress Pkwy		
Taliaferro (29)	O2019-7323	
Referred [C.J.p. 6671]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7311]	SO2019-7926	
5401 W Cortez St		
Mitts (37)	O2019-7387	
Referred [C.J.p. 6673]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7312]	SO2019-7926	
4157 W Crystal St		
Mitts (37)	O2019-7389	
Referred [C.J.p. 6673]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7313]	SO2019-7926	
7363 N Damen Ave		
Hadden (49)	O2019-7854	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7314]	SO2019-7926	



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### PARKING

#### Handicapped

3220 W Dickens Ave	
Remove	
Maldonado (26)	O2019-7078
Referred [C.J.p. 6678]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
537 N Drake Ave	
Remove	
Burnett (27)	O2019-7824
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
4451 N Drake Ave	
Ramirez-Rosa (35)	O2019-7836
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
7251 S Eberhart Ave	
Sawyer (6)	O2019-6894
Referred [C.J.p. 6659]	Pedestrian and Traffic Safety
Passed [C.J.p. 7307]	SO2019-7926
4167 W Eddy St	
Remove	
Reboyas (30)	O2019-6799
Referred [C.J.p. 6678]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
5430 W Eddy St	
Villegas (36)	O2019-7377
Referred [C.J.p. 6673]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
8847 S Eggleston Ave	
Remove	
Brookins (21)	O2019-7993
Referred [C.J.p. 8275]	Pedestrian and Traffic Safety
9424 S Elizabeth St	
Brookins (21)	O2019-7990
Referred [C.J.p. 8271]	Pedestrian and Traffic Safety

### PARKING

#### Handicapped

12852 S Emerald Ave		
Austin (34)		O2019-7367
Referred [C.J.p. 6672]		Pedestrian and Traffic Safety
Passed [C.J.p. 7312]		SO2019-7926
9138 S Essex Ave		
Mitchell (7)		O2019-7797
Direct Introduction		Pedestrian and Traffic Safety
Passed [C.J.p. 7307]		SO2019-7926
2438 W Estes Ave		
Silverstein (50)		O2019-5833
Referred [C.J.p. 4307]		Pedestrian and Traffic Safety
Passed [C.J.p. 7314]		SO2019-7926
8422 S Euclid Ave		
Harris (8)		O2019-8074
Referred [C.J.p. 8268]		Pedestrian and Traffic Safety
3509 W Evergreen Ave		
Maldonado (26)		O2019-7290
Referred [C.J.p. 6670]		Pedestrian and Traffic Safety
Passed [C.J.p. 7311]		SO2019-7926
5423 S Fairfield Ave		
Remove		
Burke (14)		O2019-7812
Direct Introduction		Pedestrian and Traffic Safety
Passed [C.J.p. 7315]		SO2019-7926
6240 S Fairfield Ave		
Coleman (16)		O2019-7920
Direct Introduction		Pedestrian and Traffic Safety
Passed [C.J.p. 7310]		SO2019-7926
4911 W Ferdinand St		
Mitts (37)		O2019-7840
Direct Introduction		Pedestrian and Traffic Safety
Passed [C.J.p. 7313]		SO2019-7926



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### PARKING

#### Handicapped

1227 W Flourmoy St	
Ervin (28)	O2019-7827
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
6428 N Francisco Ave	
Silverstein (50)	O2019-8274
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety
8008 S Francisco Ave	
Curtis (18)	O2019-7180
Referred [C.J.p. 6666]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
3250 W Fulton Blvd	
Ervin (28)	O2019-7826
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
5234 W Galewood Ave	
Mitts (37)	O2019-7397
Referred [C.J.p. 6673]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
5741 W Giddings St	
Gardiner (45)	O2019-7426
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
4343 W Gladys Ave	
Ervin (28)	O2019-7828
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
2320 W Granville Ave	
Silverstein (50)	O2019-527
Referred [C.J.p. 95350]	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
2342 W Granville Ave	
Silverstein (50)	O2019-5839
Referred [C.J.p. 4308]	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926

### PARKING

#### Handicapped

9817 S Green St	
Austin (34)	O2019-8219
Referred [C.J.p. 8273]	Pedestrian and Traffic Safety
2082 W Greenleaf Ave	
Silverstein (50)	O2019-8276
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety
5728 W Gunnison St	
Remove	
Gardiner (45)	O2019-8139
Referred [C.J.p. 8276]	Pedestrian and Traffic Safety
4225 W Haddon Ave	
Mitts (37)	O2019-7398
Referred [C.J.p. 6673]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
9401 S Halsted St, 805 W 94th St	
Brookins (21)	O2019-7986
Referred [C.J.p. 8271]	Pedestrian and Traffic Safety
1331 N Hamlin Ave	
Maldonado (26)	O2019-7823
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
1923 N Hamlin Ave	
Maldonado (26)	O2019-7820
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
947 N Harding Ave	
Mitts (37)	O2019-7401
Referred [C.J.p. 6673]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
9202 S Harvard Ave	
Remove	
Brookins (21)	O2019-7992
Referred [C.J.p. 8275]	Pedestrian and Traffic Safety



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### PARKING

#### Handicapped

3016 S Haynes Ct		
Thompson (11)	O2019-8095	
Referred [C.J.p. 8269]	Pedestrian and Traffic Safety	
5008 W Henderson St		
Remove		
Cardona, Jr. (31)	O2019-7978	
Referred [C.J.p. 8276]	Pedestrian and Traffic Safety	
6128 W Henderson St, 6126 W Henderson St		
Villegas (36)	O2019-8228	
Referred [C.J.p. 8273]	Pedestrian and Traffic Safety	
5418 S Hermitage Ave		
Coleman (16)	O2019-7082	
Referred [C.J.p. 6664]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7307]	SO2019-7926	
1342 W Howard St		
Remove		
Hadden (49)	O2019-8230	
Referred [C.J.p. 8276]	Pedestrian and Traffic Safety	
10706 S Hoxie Ave		
Sadlowski Garza (10)	O2019-8093	
Referred [C.J.p. 8269]	Pedestrian and Traffic Safety	
1365 N Hudson Ave		
Burnett (27)	O2019-7825	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 7311]	SO2019-7926	
1942 W Huron St		
Remove		
La Spata (1)	O2019-8133	
Referred [C.J.p. 8275]	Pedestrian and Traffic Safety	
4844 W Iowa St		
Mitts (37)	O2019-7404	
Referred [C.J.p. 6673]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7313]	SO2019-7926	

### PARKING

#### Handicapped

1230 W Jarvis Ave		
Hadden (49)	O2019-7856	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 7314]	SO2019-7926	
3046 W Jarvis Ave		
Silverstein (50)	O2019-8278	
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety	
3115 W Jarvis Ave		
Silverstein (50)	O2019-8281	
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety	
8858 S Jeffery Ave, 1958 E 89th St		
Harris (8)	O2019-7004	
Referred [C.J.p. 6660]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7308]	SO2019-7926	
1425 W Jonquil Ter		
Hadden (49)	O2019-7858	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 7314]	SO2019-7926	
5523 S Justine St		
Coleman (16)	O2019-7083	
Referred [C.J.p. 6664]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7309]	SO2019-7926	
6610 S Justine St		
Coleman (16)	O2019-7085	
Referred [C.J.p. 6665]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7309]	SO2019-7926	
8525 S Justine St		
Brookins (21)	O2019-7991	
Referred [C.J.p. 8271]	Pedestrian and Traffic Safety	
8548 S Justine St		
Brookins (21)	O2019-7989	
Referred [C.J.p. 8271]	Pedestrian and Traffic Safety	



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#### Handicapped

5608 N Karlov Ave	
Nugent (39)	O2019-6879
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
6437 S Keating Ave	
Quinn (13)	O2019-7048
Referred [C.J.p. 6662]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
6447 S Keating Ave	
Quinn (13)	O2019-7049
Referred [C.J.p. 6662]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
1700 N Kedvale Ave	
Maldonado (26)	O2019-7819
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
6146 S Kedvale Ave	
Remove	
Tabares (23)	O2019-8249
Referred [C.J.p. 8276]	Pedestrian and Traffic Safety
6405 S Kedvale Ave	
Quinn (13)	O2019-7050
Referred [C.J.p. 6662]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
6405 S Kedvale Ave	
Quinn (13)	O2019-8120
Referred [C.J.p. 8269]	Pedestrian and Traffic Safety
1640 N Kedzie Ave	
Maldonado (26)	O2019-7821
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926

### PARKING

#### Handicapped

6338 N Kedzie Ave	
Remove	
Silverstein (50)	O2019-7026
Referred [C.J.p. 6678]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
3002 S Keeler Ave	
Rodriguez (22)	O2019-8142
Referred [C.J.p. 8271]	Pedestrian and Traffic Safety
6737 S Keeler Ave	
Quinn (13)	O2019-7042
Referred [C.J.p. 6662]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
6751 S Keeler Ave	
Quinn (13)	O2019-7044
Referred [C.J.p. 6662]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
5346 N Kenmore Ave	
Osterman (48)	O2019-7851
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
3249 N Kenneth Ave	
Reboyras (30)	O2019-6794
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
5050 S Kenneth Ave	
Burke (14)	O2019-8132
Referred [C.J.p. 8270]	Pedestrian and Traffic Safety
5810 S Kilbourn Ave	
Quinn (13)	O2019-7045
Referred [C.J.p. 6662]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
6222 S Kilbourn Ave	
Quinn (13)	O2019-7046
Referred [C.J.p. 6662]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926



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Handicapped

6225 S Kildare Ave		
Tabares (23)	O2019-8155	
Referred [C.J.p. 8272]	Pedestrian and	
	Traffic Safety	
4540 S Kilpatrick Ave		
Rodriguez (22)	O2019-8143	
Referred [C.J.p. 8271]	Pedestrian and	
	Traffic Safety	
6514 S Kilpatrick Ave		
Quinn (13)	O2019-8122	
Referred [C.J.p. 8270]	Pedestrian and	
	Traffic Safety	
6538 S Kilpatrick Ave		
Quinn (13)	O2019-7047	
Referred [C.J.p. 6662]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7308]	SO2019-7926	
5516 N Kimball Ave, 5520 N Kimball Ave		
Nugent (39)	O2019-6880	
Referred [C.J.p. 6674]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7313]	SO2019-7926	
6512 S Knox Ave		
Quinn (13)	O2019-7051	
Referred [C.J.p. 6662]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7308]	SO2019-7926	
5401 S Kolin Ave		
Tabares (23)	O2019-7261	
Referred [C.J.p. 6669]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7310]	SO2019-7926	
6751 S Kolmar Ave		
Quinn (13)	O2019-7053	
Referred [C.J.p. 6663]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7308]	SO2019-7926	
6442 S Kostner Ave		
Quinn (13)	O2019-8124	
Referred [C.J.p. 8270]	Pedestrian and	
	Traffic Safety	

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8326 S Lafayette Ave		
Brookins (21)	O2019-7987	
Referred [C.J.p. 8271]	Pedestrian and	
	Traffic Safety	
6351 S Laflin St		
Coleman (16)	O2019-7086	
Referred [C.J.p. 6665]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7309]	SO2019-7926	
12137 S Laflin St		
Austin (34)	O2019-7368	
Referred [C.J.p. 6672]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7312]	SO2019-7926	
1039 W Lake St		
15 Minute Standing Zone		
Burnett (27)	O2019-8185	
Referred [C.J.p. 8281]	Pedestrian and	
	Traffic Safety	
2206 N Lamon Ave		
Villegas (36)	O2019-8374	
Referred [C.J.p. 8274]	Pedestrian and	
	Traffic Safety	
8134 S Langley Ave		
Sawyer (6)	O2019-7976	
Referred [C.J.p. 8268]	Pedestrian and	
	Traffic Safety	
8233 S Langley Ave		
Sawyer (6)	O2019-6893	
Referred [C.J.p. 6659]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7307]	SO2019-7926	
5104 S Laramie Ave		
Burke (14)	O2019-7814	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7309]	SO2019-7926	
241 S Laverne Ave		
Ervin (28)	O2019-7829	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 7311]	SO2019-7926	



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4806 S Lavergne Ave	
Rodriguez (22)	O2019-8144
Referred [C.J.p. 8271]	Pedestrian and Traffic Safety
2324 S Lawndale Ave	
Rodriguez (22)	O2019-7240
Referred [C.J.p. 6669]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
550 N Leamington Ave	
Mitts (37)	O2019-7839
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
937 N Leamington Ave	
Mitts (37)	O2019-7407
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
5128 S Leclaire Ave	
Burke (14)	O2019-7859
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
1300 W Lexington St	
Ervin (28)	O2019-8187
Referred [C.J.p. 8272]	Pedestrian and Traffic Safety
615 N Lockwood Ave	
Mitts (37)	O2019-7838
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
2050 N Lockwood Ave	
Villegas (36)	O2019-7381
Referred [C.J.p. 6673]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
2452 N Lockwood Ave	
Reboyas (30)	O2019-8211
Referred [C.J.p. 8273]	Pedestrian and Traffic Safety

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#### Handicapped

2458 N Lockwood Ave	
Reboyas (30)	O2019-6797
Referred [C.J.p. 6672]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
3403 N Long Ave	
Remove	
Reboyas (30)	O2019-7979
Referred [C.J.p. 8276]	Pedestrian and Traffic Safety
7824 S Loomis Blvd	
Moore (17)	O2019-7153
Referred [C.J.p. 6666]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
1810 N Lotus Ave	
Mitts (37)	O2019-7410
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
4422 N Magnolia Ave	
Cappleman (46)	O2019-7849
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
8530 S Manistee Ave	
Mitchell (7)	O2019-7799
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
6340 N Maplewood Ave	
Silverstein (50)	O2019-8284
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety
5443 N Marmora Ave	
Gardiner (45)	O2019-7848
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
5471 W Marmora Ave	
Gardiner (45)	O2019-7428
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926



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#### Handicapped

2656 N Marshfield Ave	
Remove	
Waguespack (32)	O2019-6956
Referred [C.J.p. 6678]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
1051 N Mason Ave	
Taliaferro (29)	O2019-7330
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
5554 S Massasoit Ave	
Tabares (23)	O2019-7266
Referred [C.J.p. 6669]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
5729 S Massasoit Ave	
Tabares (23)	O2019-7268
Referred [C.J.p. 6669]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
4319 W Maypole Ave	
Ervin (28)	O2019-8189
Referred [C.J.p. 8273]	Pedestrian and Traffic Safety
5750 S Mcvicker Ave	
Quinn (13)	O2019-7056
Referred [C.J.p. 6663]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
1634 N Meade Ave	
Taliaferro (29)	O2019-7332
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
5006 N Meade Ave	
Gardiner (45)	O2019-7432
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926

### PARKING

#### Handicapped

5440 S Meade Ave	
Tabares (23)	O2019-7270
Referred [C.J.p. 6669]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
2737 N Melvina Ave	
Reboyas (30)	O2019-6795
Referred [C.J.p. 6672]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	
5145 S Melvina Ave	
Burke (14)	O2019-8134
Referred [C.J.p. 8270]	Pedestrian and Traffic Safety
5652 S Menard Ave	
Tabares (23)	O2019-8159
Referred [C.J.p. 8272]	Pedestrian and Traffic Safety
5833 S Menard Ave	
Tabares (23)	O2019-7273
Referred [C.J.p. 6670]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
6000 S Menard Ave	
Quinn (13)	O2019-7060
Referred [C.J.p. 6663]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
7948 S Michigan Ave	
Sawyer (6)	O2019-6887
Referred [C.J.p. 6659]	Pedestrian and Traffic Safety
Passed [C.J.p. 7307]	SO2019-7926
3016 S Millard Ave	
Rodriguez (22)	O2019-8147
Referred [C.J.p. 8272]	Pedestrian and Traffic Safety
5109 S Mobile Ave	
Burke (14)	O2019-7813
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926



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#### Handicapped

1746 N Monitor Ave	
Taliaferro (29)	O2019-7334
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
2424 N Monitor Ave	
Reboyas (30)	O2019-6796
Referred [C.J.p. 6672]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
5079 W Monroe St	
Ervin (28)	O2019-7311
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
5087 W Monroe St	
Ervin (28)	O2019-7831
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
5643 S Moody Ave	
Remove	
Quinn (13)	O2019-8215
Referred [C.J.p. 8275]	Pedestrian and Traffic Safety
5729 S Moody Ave	
Quinn (13)	O2019-8126
Referred [C.J.p. 8270]	Pedestrian and Traffic Safety
6804 S Morgan St	
Sawyer (6)	O2019-6890
Referred [C.J.p. 6600]	Pedestrian and Traffic Safety
Passed [C.J.p. 7307]	SO2019-7926
8009 S Morgan St	
Brookins (21)	O2019-7983
Referred [C.J.p. 8271]	Pedestrian and Traffic Safety
5523 N Mulligan Ave	
Remove	
Gardiner (45)	O2019-8234
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety

### PARKING

#### Handicapped

1850 N Nagle Ave	
Taliaferro (29)	O2019-8207
Referred [C.J.p. 8273]	Pedestrian and Traffic Safety
2212 N Nagle Ave	
Villegas (36)	O2019-8232
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety
6154 S Narragansett Ave	
Remove	
Quinn (13)	O2019-8212
Referred [C.J.p. 8275]	Pedestrian and Traffic Safety
6140 W Nelson St	
Reboyas (30)	O2019-6801
Referred [C.J.p. 6672]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
5230 S Neva Ave	
Tabares (23)	O2019-8162
Referred [C.J.p. 8272]	Pedestrian and Traffic Safety
5721 S Newcastle Ave	
Quinn (13)	O2019-8128
Referred [C.J.p. 8270]	Pedestrian and Traffic Safety
10622 S Normal Ave	
Austin (34)	O2019-7369
Referred [C.J.p. 6673]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
6204 S Normandy Ave	
Remove	
Quinn (13)	O2019-8224
Referred [C.J.p. 8275]	Pedestrian and Traffic Safety
5319 N Northwest Hwy	
Gardiner (45)	O2019-7434
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926



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#### Handicapped

5319 N Northwest Hwy	
Gardiner (45)	O2019-7847
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
3239 N Nottingham Ave	
Taliaferro (29)	O2019-7335
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
7529 N Oakley Ave	
Hadden (49)	O2019-7855
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
8421 S Oglesby Ave	
Harris (8)	O2019-8075
Referred [C.J.p. 8269]	Pedestrian and Traffic Safety
5940 W Ohio St	
Taliaferro (29)	O2019-7337
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
2558 N Parkside Ave	
Reboyas (30)	O2019-7980
Referred [C.J.p. 8273]	Pedestrian and Traffic Safety
2912 S Parnell Ave	
Thompson (11)	O2019-8115
Referred [C.J.p. 8269]	Pedestrian and Traffic Safety
7540 S Parnell Ave	
Sawyer (6)	O2019-6895
Referred [C.J.p. 6600]	Pedestrian and Traffic Safety
Passed [C.J.p. 7307]	SO2019-7926
4721 W Patterson Ave	
Reboyas (30)	O2019-6798
Referred [C.J.p. 6672]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926

### PARKING

#### Handicapped

4875 N Paulina St	
Martin (47)	O2019-7850
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
2826 W Polk St	
Ervin (28)	O2019-8195
Referred [C.J.p. 8273]	Pedestrian and Traffic Safety
3314 W Polk St	
Scott, Jr. (24)	O2019-7816
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
7312 S Prairie Ave	
Sawyer (6)	O2019-7977
Referred [C.J.p. 8268]	Pedestrian and Traffic Safety
5413 W Race Ave	
Mitts (37)	O2019-7837
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
8140 S Racine Ave	
Brookins (21)	O2019-6113
Referred [C.J.p. 4301]	Pedestrian and Traffic Safety
Passed [C.J.p. 7303]	SO2019-7927
8921 S Racine Ave	
Brookins (21)	O2019-7988
Referred [C.J.p. 8271]	Pedestrian and Traffic Safety
6040 S Richmond St	
Coleman (16)	O2019-7089
Referred [C.J.p. 6665]	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
6826 N Ridge Blvd	
Silverstein (50)	O2019-8286
Referred [C.J.p. 8274]	Pedestrian and Traffic Safety



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#### Handicapped

7002 N Ridge Blvd	
Remove	
Silverstein (50)	O2019-7021
Referred [C.J.p. 6679]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
4959 N Ridgeway Ave	
Nugent (39)	O2019-6881
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
702 N Rockwell St	
Maldonado (26)	O2019-7817
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
5938 S Rockwell St	
Coleman (16)	O2019-7091
Referred [C.J.p. 6665]	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
6413 S Rockwell St	
Coleman (16)	O2019-7094
Referred [C.J.p. 6665]	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
5201 S Sacramento Ave	
Burke (14)	O2019-8136
Referred [C.J.p. 8270]	Pedestrian and Traffic Safety
5400-5443 S Sacramento Ave	
Zone No. 2196	
Burke (14)	O2019-7806
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7317]	SO2019-7928
10017 S Sangamon St	
Austin (34)	O2019-7833
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926

### PARKING

#### Handicapped

4534 S Sawyer Ave	
Burke (14)	O2019-8137
Referred [C.J.p. 8270]	Pedestrian and Traffic Safety
5441 S Sawyer Ave	
Burke (14)	O2019-7072
Referred [C.J.p. 6664]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
4053 W School St	
Remove	
Reboyas (30)	O2019-8037
Referred [C.J.p. 8276]	Pedestrian and Traffic Safety
5537 W Schubert Ave	
Reboyas (30)	O2019-6802
Referred [C.J.p. 6672]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
3307 N Seeley Ave	
Remove	
Waguespack (32)	O2019-6953
Referred [C.J.p. 6678]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
6726 N Sheridan Rd	
Hadden (49)	O2019-7438
Referred [C.J.p. 6675]	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
5723 N Spaulding Ave	
Nugent (39)	O2019-7841
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
1856 N Springfield Ave	
Remove	
Maldonado (26)	O2019-7075
Referred [C.J.p. 6678]	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926



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2840 S Springfield Ave	
Rodriguez (22)	O2019-8148
Referred [C.J.p. 8272]	Pedestrian and Traffic Safety
3242 S Springfield Ave	
Rodriguez (22)	O2019-7253
Referred [C.J.p. 6669]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
4159 S Springfield Ave	
Remove	
Burke (14)	O2019-7807
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7315]	SO2019-7926
8303 S St Lawrence Ave	
Sawyer (6)	O2019-7975
Referred [C.J.p. 8268]	Pedestrian and Traffic Safety
4924 W St Paul Ave	
Mitts (37)	O2019-7413
Referred [C.J.p. 6674]	Pedestrian and Traffic Safety
Passed [C.J.p. 7313]	SO2019-7926
1533 N Talman Ave	
La Spata (1)	O2019-8059
Referred [C.J.p. 8268]	Pedestrian and Traffic Safety
6156 N Talman Ave	
Silverstein (50)	O2019-1592
Referred [C.J.p. 97785]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 7334]	SO2019-7938
6354 S Talman Ave	
Coleman (16)	O2019-7922
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
11537 S Throop St	
Austin (34)	O2019-7371
Referred [C.J.p. 6673]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926

### PARKING

#### Handicapped

1848 W Touhy Ave	
Hadden (49)	O2019-7857
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
4755 S Tripp Ave	
Burke (14)	O2019-8138
Referred [C.J.p. 8270]	Pedestrian and Traffic Safety
5747 S Trumbull Ave	
Tabares (23)	O2019-7276
Referred [C.J.p. 6670]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
2719 S Union Ave	
Thompson (11)	O2019-7028
Referred [C.J.p. 6661]	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
3355 S Union Ave	
Remove	
Thompson (11)	O2019-7800
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7314]	SO2019-7926
8637 S Union Ave	
Brookins (21)	O2019-6923
Referred [C.J.p. 6668]	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
10104 S Union Ave	
Austin (34)	O2019-7834
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
4838 W Washington Blvd	
Ervin (28)	O2019-8197
Referred [C.J.p. 8273]	Pedestrian and Traffic Safety
5308 S Washtenaw Ave	
Burke (14)	O2019-8140
Referred [C.J.p. 8270]	Pedestrian and Traffic Safety



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6048 S Washtenaw Ave	
Coleman (16)	O2019-7921
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7310]	SO2019-7926
4921 W Waveland Ave	
Reboyas (30)	O2019-6800
Referred [C.J.p. 6672]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926
2508 S Whipple St	
Cardenas (12)	O2019-7802
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
5808 S Whipple St	
Burke (14)	O2019-7809
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
5825 S Whipple St	
Burke (14)	O2019-7808
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
722 N Willard Ct	
Burnett (27)	O2019-7309
Referred [C.J.p. 6670]	Pedestrian and Traffic Safety
Passed [C.J.p. 7311]	SO2019-7926
5235 S Wolcott Ave	
Coleman (16)	O2019-7097
Referred [C.J.p. 6665]	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
1910 W Wolfram St	
Remove	
Waguespack (32)	O2019-8135
Referred [C.J.p. 8276]	Pedestrian and Traffic Safety

### PARKING

#### Handicapped

3703 S Wood St	
Cardenas (12)	O2019-7805
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7308]	SO2019-7926
5440 S Wood St	
Coleman (16)	O2019-7128
Referred [C.J.p. 6665]	Pedestrian and Traffic Safety
Passed [C.J.p. 7309]	SO2019-7926
7036 W Wrightwood Ave	
Taliaferro (29)	O2019-7341
Referred [C.J.p. 6671]	Pedestrian and Traffic Safety
Passed [C.J.p. 7312]	SO2019-7926

#### Industrial Zones

3800-4000 W 43rd St	
Zone No. 3	
Burke (14)	Or2019-384
Referred	Pedestrian and Traffic Safety
Passed [C.J.p. 7327]	SO2019-7937

#### Loading/Standing/Tow Zones

N Damen Ave and W Melrose St	
Waguespack (32)	O2019-6056
Referred [C.J.p. 4318]	Pedestrian and Traffic Safety
Passed [C.J.p. 7321]	SO2019-7929
W 45th St, from S Kildare Ave to S Kolin Ave	
Burke (14)	O2019-7810
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7321]	SO2019-7929
W 55th St, and W Norman Bobbins Pl	
Except For Official School Personnel Permit Parking Only	
Burke (14)	O2019-8099
Referred [C.J.p. 8284]	Pedestrian and Traffic Safety



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### PARKING

#### Loading/Standing/Tow Zones

5050 S Archer Ave		
Burke (14)		O2019-7811
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 7321]		SO2019-7929
N Beaubien Ct, and E Lake St		
Egyptian Consulate Parking Only		
Reilly (42)		O2019-8241
Referred [C.J.p. 8285]	Pedestrian and Traffic Safety	
2400-2800 N Cannon Dr		
Smith (43)		O2019-6776
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 7322]		SO2019-7929
3337 W Chicago Ave		
15 Minute Standing Zone		
Burnett (27)		O2019-8157
Referred [C.J.p. 8281]	Pedestrian and Traffic Safety	
S Christiana Ave, from W 47th Pl to W 48 Pl		
Burke (14)		O2019-6066
Referred [C.J.p. 4318]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7321]		SO2019-7929
5250 N Christiana Ave		
15 Minute Standing Zone - amend		
Nugent (39)		O2019-8028
Referred [C.J.p. 8282]	Pedestrian and Traffic Safety	
S Desplaines St, and W Jackson Blvd		
Reilly (42)		O2019-7862
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 7322]		SO2019-7929
W Draper St, and N Racine Ave		
Smith (43)		O2019-8247
Referred [C.J.p. 8282]	Pedestrian and Traffic Safety	

### PARKING

#### Loading/Standing/Tow Zones

E Erie St, from N McClurg St and Inner Lake Shore Dr		
Reilly (42)		O2019-6212
Referred [C.J.p. 4318]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7321]		SO2019-7929
W Erie St, and N Hudson Ave		
Reilly (42)		O2019-4007
Referred [C.J.p. 172]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7321]		SO2019-7929
S Federal St, from W 45th St to W 46th St		
Dowell (3)		O2019-4146
Referred [C.J.p. 2032]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7320]		SO2019-7929
S Federal St, from W 49th St to W 51st St		
Dowell (3)		O2019-4137
Referred [C.J.p. 2032]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7320]		SO2019-7929
939 W Fulton Market		
No Parking Loading Zone - amend		
Burnett (27)		O2019-8193
Referred [C.J.p. 8281]	Pedestrian and Traffic Safety	
W Garfield Blvd, from S Prairie Ave to S Dr. Martin Luther King Dr.		
Remove		
Dowell (3)		O2019-341
Referred [C.J.p. 95358]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7320]		SO2019-7929
W Garfield Blvd, from S. Wentworth Ave to S Prairie Ave		
Repeal		
Dowell (3)		O2019-340
Referred [C.J.p. 95358]	Pedestrian and Traffic Safety	
Passed [C.J.p. 7320]		SO2019-7929



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### PARKING

#### Loading/Standing/Tow Zones

E Grand Ave, and N Streeter Dr	
Reilly (42)	O2019-7846
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7322]	SO2019-7929
1057 W Grand Ave	
Burnett (27)	O2019-3971
Referred [C.J.p. 158]	Pedestrian and Traffic Safety
Passed [C.J.p. 7304]	SO2019-7927
W Illinois St, from N Dearborn St and N State St	
Reilly (42)	O2019-6178
Referred [C.J.p. 4318]	Pedestrian and Traffic Safety
Passed [C.J.p. 7321]	SO2019-7929
E Illinois St, and N Michigan Ave	
Remove	
Reilly (42)	SO2019-8009
Referred [C.J.p. 8325]	Transportation
2025 N Kenmore Ave	
Smith (43)	O2019-1610
Referred [C.J.p. 97776]	Pedestrian and Traffic Safety
Passed [C.J.p. 7304]	SO2019-7927
2747 N Lincoln Ave	
Remove	
Smith (43)	O2019-4245
Referred [C.J.p. 2021]	Pedestrian and Traffic Safety
Passed [C.J.p. 7304]	SO2019-7927
4432 W Madison St	
Remove	
Ervin (28)	O2019-4241
Referred [C.J.p. 2021]	Pedestrian and Traffic Safety
Passed [C.J.p. 7304]	SO2019-7927
105 N May St	
Burnett (27)	O2019-3978
Referred [C.J.p. 158]	Pedestrian and Traffic Safety
Passed [C.J.p. 7304]	SO2019-7927

### PARKING

#### Loading/Standing/Tow Zones

N McClurg Ct, from E North Water St and E Illinois St	
Reilly (42)	O2019-7175
Referred [C.J.p. 6684]	Pedestrian and Traffic Safety
Passed [C.J.p. 7322]	SO2019-7929
5625 N Mcvicker Ave, north to W Senimole Ave	
Disabled Loading Zone	
Arena (45)	O2019-1612
Referred [C.J.p. 97775]	Pedestrian and Traffic Safety
Passed [C.J.p. 7304]	SO2019-7927
E Ontario St, from N McClurg Ct and Inner Lake Shore Dr	
Reilly (42)	O2019-6225
Referred [C.J.p. 4318]	Pedestrian and Traffic Safety
Passed [C.J.p. 7322]	SO2019-7929
S State St, from W 37th St to W 38th St	
Dowell (3)	O2019-4138
Referred [C.J.p. 2032]	Pedestrian and Traffic Safety
Passed [C.J.p. 7320]	SO2019-7929
S State St, from W 40th St from W 44th St	
Dowell (3)	O2019-4139
Referred [C.J.p. 2032]	Pedestrian and Traffic Safety
Passed [C.J.p. 7320]	SO2019-7929
N State St, from Hubbard St to Illinois St	
Reilly (42)	O2019-6181
Referred [C.J.p. 4318]	Pedestrian and Traffic Safety
Passed [C.J.p. 7321]	SO2019-7929
S State St, from W 45th St to W 47th St	
Dowell (3)	O2019-4144
Referred [C.J.p. 2032]	Pedestrian and Traffic Safety
Passed [C.J.p. 7320]	SO2019-7929
S State St, from W Pershing Rd to W 40th St	
Dowell (3)	O2019-4140
Referred [C.J.p. 2032]	Pedestrian and Traffic Safety
Passed [C.J.p. 7320]	SO2019-7929



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### PARKING

#### Loading/Standing/Tow Zones

S State St, from W 47th St to W 49th St  
 Dowell (3) O2019-4145  
 Referred [C.J.p. 2033] Pedestrian and Traffic Safety  
 Passed [C.J.p. 7320] SO2019-7929  
 1511 W Taylor St  
 Remove  
 Ervin (28) O2017-2039  
 Referred [C.J.p. 46167] Pedestrian and Traffic Safety  
 Passed [C.J.p. 7304] SO2019-7927  
 S Vincennes Ave, from E 37th St to E Browning Ave  
 King (4) O2019-2994  
 Referred [C.J.p. 101110] Pedestrian and Traffic Safety  
 Passed [C.J.p. 7321] SO2019-7929  
 N Wabash Ave, Illinois St, from E Grand Ave to E Illinois St  
 Reilly (42) O2019-8245  
 Referred [C.J.p. 8281] Pedestrian and Traffic Safety  
 N Wabash Ave, at E Wacker Pl  
 Ireland Consulate Parking Only  
 Reilly (42) O2019-612  
 Referred [C.J.p. 95361] Pedestrian and Traffic Safety  
 Passed [C.J.p. 7328] SO2019-7933  
 1000 W Washington St  
 Burnett (27) O2019-8156  
 Referred [C.J.p. 8266] Pedestrian and Traffic Safety  
 W Waveland Ave, from N Lowell Ave to N Tripp Ave  
 Gardiner (45) O2019-7370  
 Referred [C.J.p. 6685] Pedestrian and Traffic Safety  
 Passed [C.J.p. 7322] SO2019-7929  
 and N Racine Ave  
 W Draper St  
 Smith (43) O2019-7916  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 7322] SO2019-7929

### PARKING

#### Meters

N Beaubien Ct, and E Lake St  
 Remove  
 Reilly (42) O2019-8239  
 Referred [C.J.p. 8267] Pedestrian and Traffic Safety  
 W Fullerton Ave, from N Greenview Ave to N Southport Ave and W Fullerton Ave from N Bosworth Ave to N Southport Ave  
 Hopkins (2) O2019-7924  
 Referred [C.J.p. 8289] Pedestrian and Traffic Safety  
 W North Ave, from N Clark St to N Sandburg Terrace Ave and at N Clark St from W North Ave to 50 ft. south  
 Remove  
 Hopkins (2) O2019-7981  
 Referred [C.J.p. 8267] Pedestrian and Traffic Safety

#### Prohibitions

5713 N Natoma Ave  
 Napolitano (41) O2019-8253  
 Referred [C.J.p. 8277] Pedestrian and Traffic Safety

#### Residential Permit

W 123rd St, from S Loomis St to S Bishop St  
 Austin (34) Or2019-430  
 Referred [C.J.p. 8279] Pedestrian and Traffic Safety  
 E 23rd St, from S Michigan Ave to S Indiana Ave  
 Amend - Zone No. 1676  
 Dowell (3) O2019-3891  
 Referred [C.J.p. 170] Pedestrian and Traffic Safety  
 Passed [C.J.p. 7318] SO2019-7928  
 W 52nd St, and S Luna Ave  
 Burke (14) Or2019-388  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 7317] SO2019-7928  
 W 52nd St, from S Trumbull St to S Homan St  
 Burke (14) Or2019-389  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 7317] SO2019-7928



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### PARKING

#### Residential Permit

W 54th St, and S Keeler Ave

Zone No. 2073 - extension

Tabares (23)

Or2019-432

Referred [C.J.p. 8280]

Pedestrian and  
Traffic Safety

4431 W 57th St

Burke (14)

Or2019-385

Direct Introduction

Pedestrian and  
Traffic Safety

Passed [C.J.p. 7317]

SO2019-7928

1800-1900 W 81st St

Moore (17)

Or2019-123

Referred [C.J.p. 97789]

Pedestrian and  
Traffic Safety

Passed [C.J.p. 7318]

SO2019-7928

W Albion Ave, from N Campbell Ave to N Rockwell St

Zone No. 2166 - extension

Silverstein (50)

Or2019-422

Referred [C.J.p. 8280]

Pedestrian and  
Traffic Safety

N Campbell Ave, from W Arthur Ave to W Albion Ave

Zone No. 2166 - extension

Silverstein (50)

Or2019-421

Referred [C.J.p. 8280]

Pedestrian and  
Traffic Safety

S Chappel Ave, 8100 block, wrap around 2019-1021 E 81st St

Zone No. 91 - amend

Harris (8)

Or2018-591

Referred [C.J.p. 88645]

Pedestrian and  
Traffic Safety

Passed [C.J.p. 7318]

SO2019-7928

5514-5559 S Christiana Ave

Burke (14)

Or2019-418

Referred [C.J.p. 8278]

Pedestrian and  
Traffic Safety

4900-4999 W Dakin St

Gardiner (45)

O2019-8035

Referred [C.J.p. 8279]

Pedestrian and  
Traffic Safety

### PARKING

#### Residential Permit

W Eddy St, 5700 block

Zone No. 2204

Villegas (36)

Or2019-392

Direct Introduction

Pedestrian and  
Traffic Safety

Passed [C.J.p. 7318]

SO2019-7928

5600-5699 S Fairfield Ave

Lopez (15)

O2019-8121

Referred [C.J.p. 8278]

Pedestrian and  
Traffic Safety

3533-3559 S Hamilton Ave

Zone 152 - amend

Cardenas (12)

O2019-7801

Direct Introduction

Pedestrian and  
Traffic Safety

Passed [C.J.p. 7318]

SO2019-7928

6435-6453 S Harlem Ave, (Old Harlem Ave) from W 64th Pl to W 65th St

Tabares (23)

Or2019-239

Referred [C.J.p. 2029]

Pedestrian and  
Traffic Safety

Passed [C.J.p. 7318]

SO2019-7928

4510-4538 W Harrison St

Ervin (28)

Or2019-222

Referred [C.J.p. 169]

Pedestrian and  
Traffic Safety

Failed to Pass [C.J.p. 7334]

SO2019-7938

5500-5599 S Hermitage Ave

Lopez (15)

O2019-8130

Referred [C.J.p. 8278]

Pedestrian and  
Traffic Safety

3100-3147 N Kenneth Ave

Cardona, Jr. (31)

Or2019-245

Referred [C.J.p. 4314]

Pedestrian and  
Traffic Safety

Passed [C.J.p. 7318]

SO2019-7928

5700-5718 N Mason Ave

Zone No. 76 - amend

Gardiner (45)

O2019-8131

Referred [C.J.p. 8280]

Pedestrian and  
Traffic Safety



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### PARKING

#### Residential Permit

N Melvina Ave, 1600 block	
Taliaferro (29)	Or2019-431
Referred [C.J.p. 8279]	Pedestrian and Traffic Safety
N Merrimac Ave, 2200 block	
Villegas (36)	Or2019-428
Referred [C.J.p. 8279]	Pedestrian and Traffic Safety
1000-1099 N Monticello Ave	
Zone No. 2179	
Burnett (27)	O2019-7105
Referred [C.J.p. 6680]	Pedestrian and Traffic Safety
Passed [C.J.p. 7318]	SO2019-7928
5400-5443 S Mozart St	
Burke (14)	Or2019-387
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7317]	SO2019-7928
2201-2259 N Natchez Ave	
Villegas (36)	Or2019-292
Referred [C.J.p. 4314]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 7334]	SO2019-7938
S Parkside Ave, 5200 block	
Burke (14)	Or2019-288
Referred [C.J.p. 4313]	Pedestrian and Traffic Safety
Passed [C.J.p. 7317]	SO2019-7928
N Rockwell Ave, 6000 block	
Vasquez, Jr. (40)	Or2019-304
Referred	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 7334]	SO2019-7938
1300-1342 N Rockwell St, 1301-1333 N Rockwell St	
Maldonado (26)	Or2019-426
Referred [C.J.p. 8279]	Pedestrian and Traffic Safety

### PARKING

#### Residential Permit

S Sacramento Ave, and W 54th St	
Burke (14)	Or2019-391
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7317]	SO2019-7928
5400-5499 S Sawyer Ave	
Burke (14)	Or2019-386
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7317]	SO2019-7928
1715-1751 N Spaulding Ave, 1714-1742 N Spaulding Ave	
Maldonado (26)	Or2019-424
Referred [C.J.p. 8279]	Pedestrian and Traffic Safety
1900-1924 N Springfield Ave	
Maldonado (26)	Or2019-425
Referred [C.J.p. 8279]	Pedestrian and Traffic Safety
5515-5517 S St Louis Ave	
Burke (14)	Or2019-383
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7317]	SO2019-7928
5000-5045 S Talman Ave	
Burke (14)	Or2019-289
Referred [C.J.p. 4313]	Pedestrian and Traffic Safety
Passed [C.J.p. 7317]	SO2019-7928
1700-1748 N Tripp Ave, 1709-1749 N Tripp Ave	
Maldonado (26)	Or2019-423
Referred [C.J.p. 8279]	Pedestrian and Traffic Safety
3800-3899 W Van Buren St	
Zone No. 2026 - amend	
Ervin (28)	O2019-3988
Referred [C.J.p. 171]	Pedestrian and Traffic Safety
Passed [C.J.p. 7319]	SO2019-7928



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### PARKING

#### Residential Permit

S Washtenaw Ave, 6800 block

Zone No. 68 - remove

Moore (17)

O2019-1547

Referred [C.J.p. 97790]

Pedestrian and  
Traffic Safety

Passed [C.J.p. 7318]

SO2019-7928

4200-4299 S Washtenaw Ave

Lopez (15)

O2019-8127

Referred [C.J.p. 8278]

Pedestrian and  
Traffic Safety

4700-4799 S Winchester Ave

Lopez (15)

O2019-8119

Referred [C.J.p. 8278]

Pedestrian and  
Traffic Safety

### PERMITS/LICENSE/FEE EXEMPTIONS

#### Refund of Fees

#### Senior Citizen Sewer

Armstrong, Betty and sundry others

Waguespack (32)

Or2019-395

Direct Introduction

Finance

Passed [C.J.p. 7096]

Donash, Irene and sundry others

Gardiner (45)

O2019-8384

Referred [C.J.p. 8340]

Finance

French, Steven

Dowell (3)

O2019-8380

Referred [C.J.p. 8340]

Finance

Keegan, James

Napolitano (41)

O2019-8383

Referred [C.J.p. 8340]

Finance

Lourdes, Howard and sundry others

King (4)

O2019-8381

Referred [C.J.p. 8340]

Finance

Melamed, Vladimir

Osterman (48)

O2019-8385

Referred [C.J.p. 8340]

Finance

Monti, Janice

Taliaferro (29)

O2019-8382

Referred [C.J.p. 8340]

Finance

### PERMITS/LICENSE/FEE EXEMPTIONS

#### Refund of Fees

#### Senior Citizen Sewer

Mulroy, Michelle and sundry others

Hopkins (2)

O2019-8379

Referred [C.J.p. 8339]

Finance

### PROPERTY

#### Acquisition

Openlands

724-726 N Kedzie Ave

Acquisition for establishment of open public space

Lightfoot (Mayor)

O2019-8017

Referred [C.J.p. 6802]

Housing

Rentas, John N.

4400-4406 W Lawrence Ave

Continued use as Mayfair Branch of Chicago

Public Library

Lightfoot (Mayor)

O2019-7156

Referred [C.J.p. 4485]

Housing

Passed [C.J.p. 7263]

#### Plats

#### Resubdivision

Wolcott at Ravenswood, The

bounded by W. Lawrence Ave, W. Leland Ave, N.

Wolcott Ave, and N. Ravenswood Ave

Approval of plat

Martin (47)

O2019-6977

Referred [C.J.p. 6771]

Transportation

Passed [C.J.p. 7789]

#### Subdivision

Gage Park Community Education Campus

bounded by W 51st St, S St. Louis Ave, W 47th St  
and S Homan Ave

Approval of plat

Burke (14)

O2019-8001

Referred [C.J.p. 8300]

Transportation

#### Sale

4118-4138 Lake St LLC

4128-4136 W Lake St, 4118 W Lake St

Lightfoot (Mayor)

O2019-7779

Referred [C.J.p. 4482]

Housing

Passed [C.J.p. 7203]



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### PROPERTY

#### Sale

8301 Halsted Property LLC  
729 W 83rd St  
Negotiated sale  
Lightfoot (Mayor) O2019-7777  
Referred [C.J.p. 4482] Housing  
Passed [C.J.p. 7228]  
Banks, Jason  
427 N Ridgeway Ave  
Lightfoot (Mayor) O2019-7776  
Referred [C.J.p. 4482] Housing  
Passed [C.J.p. 7216]  
Chicago Title Land Trust No. 8002374370 dated  
April 27, 2017  
309 W 47th St  
Lightfoot (Mayor) O2019-7775  
Referred [C.J.p. 4482] Housing  
Passed [C.J.p. 7225]  
El-Nazer, Ahmed  
1258 S Karlov Ave  
Negotiated sale  
Lightfoot (Mayor) O2019-7778  
Referred [C.J.p. 4482] Housing  
Passed [C.J.p. 7220]  
Franklin Holdings LLC - 28th Series  
2021-2023 W Washington Blvd  
Negotiated sale  
Lightfoot (Mayor) O2019-7772  
Referred [C.J.p. 4483] Housing  
Passed [C.J.p. 7232]  
Lopez, Baudillo and Lopez, Carolyn  
5403 S Marshfield Ave  
Negotiated sale  
Lightfoot (Mayor) O2019-7780  
Referred [C.J.p. 4482] Housing  
Passed [C.J.p. 7223]  
Lopez, Kevin  
6027 S Aberdeen St  
Lightfoot (Mayor) O2019-7782  
Referred [C.J.p. 4482] Housing  
Passed [C.J.p. 7209]

### PROPERTY

#### Sale

Ross Bros Construction LLC  
2019 W Washington Blvd  
Negotiated sale  
Lightfoot (Mayor) O2019-7771  
Referred [C.J.p. 4483] Housing  
Passed [C.J.p. 7230]  
Williams, Earl  
5622 S Lafayette Ave  
Lightfoot (Mayor) O2019-7781  
Referred [C.J.p. 4482] Housing  
Passed [C.J.p. 7213]  
**PUBLIC WAY USAGE**  
**Awnings**  
Albany Park Coin Laundry  
5000 N Kedzie Ave  
Rodriguez Sanchez (33) O2019-8085  
Referred [C.J.p. 8320] Transportation  
Alexandra Foods Co.  
3300 N Central Ave  
Villegas (36) O2019-8055  
Referred [C.J.p. 8322] Transportation  
Alexias Fresh Market  
4459 W Diversey Ave  
Cardona, Jr. (31) O2019-7227  
Referred [C.J.p. 6734] Transportation  
Passed [C.J.p. 7670]  
Alfred's  
4 W Chicago Ave  
Hopkins (2) O2019-8043  
Referred [C.J.p. 8289] Transportation  
Amador Liquors  
1167 W 18th St  
Sigcho-Lopez (25) O2019-7204  
Referred [C.J.p. 6723] Transportation  
Passed [C.J.p. 7670]  
Ameera Food  
6415 N Western Ave  
Silverstein (50) O2019-7490  
Referred [C.J.p. 6778] Transportation  
Passed [C.J.p. 7671]



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### PUBLIC WAY USAGE

#### Awnings

American Dental Assoc.  
2409 W Lawrence Ave  
Vasquez, Jr. (40) O2019-7360  
Referred [C.J.p. 6749] Transportation  
Passed [C.J.p. 7672]  
Ann Taylor Loft No. 1815  
644 N Michigan Ave  
Reilly (42) O2019-7399  
Referred [C.J.p. 6756] Transportation  
Passed [C.J.p. 7673]  
Argo Tea  
16 W Randolph St  
Reilly (42) O2019-7402  
Referred [C.J.p. 6751] Transportation  
Passed [C.J.p. 7673]  
Athena Restaurant  
212 S Halsted St  
Burnett (27) O2019-7214  
Referred [C.J.p. 6727] Transportation  
Passed [C.J.p. 7674]  
Beverly Woods Restaurant  
11532 S Western Ave  
O'Shea (19) O2019-7191  
Referred [C.J.p. 6717] Transportation  
Passed [C.J.p. 7675]  
Bijan Bistro  
661-663 N State St  
Reilly (42) O2019-8092  
Referred [C.J.p. 8326] Transportation  
Broadway Cellars  
5900 N Broadway  
Osterman (48) O2019-7477  
Referred [C.J.p. 6775] Transportation  
Passed [C.J.p. 7676]  
Cafe Bionda  
1924 S State St  
Permit No. 1142362  
Dowell (3) O2019-8045  
Referred [C.J.p. 8291] Transportation

### PUBLIC WAY USAGE

#### Awnings

Cafe Bionda  
1924 S State St  
Permit No. 1142372  
Dowell (3) O2019-8046  
Referred [C.J.p. 8291] Transportation  
Cafe Hoang  
1020 W Argyle St  
Osterman (48) O2019-7479  
Referred [C.J.p. 6775] Transportation  
Passed [C.J.p. 7676]  
Campos and Santayo Real Estate, Inc.  
3551-3553 W Fullerton Ave  
Ramirez-Rosa (35) O2019-7327  
Referred [C.J.p. 6743] Transportation  
Passed [C.J.p. 7677]  
Car Care Specialists  
2909 N Lincoln Ave  
Waguespack (32) O2019-7241  
Referred [C.J.p. 6736] Transportation  
Passed [C.J.p. 7678]  
Centra Extra Value Food & Liquor  
2914 N Central Ave  
Cardona, Jr. (31) O2019-8053  
Referred [C.J.p. 8318] Transportation  
CH Distillery  
564 W Randolph St  
Reilly (42) O2019-7405  
Referred [C.J.p. 6752] Transportation  
Passed [C.J.p. 7679]  
Cheeky Monkey Addison Clark LLC  
3519 N Clark St  
Tunney (44) O2019-8104  
Referred [C.J.p. 8332] Transportation  
Chicago Live Poultry  
6421 N Western Ave  
Silverstein (50) O2019-7492  
Referred [C.J.p. 6778] Transportation  
Passed [C.J.p. 7679]



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### PUBLIC WAY USAGE

#### Awnings

Chicago Sports Novelty		
332 N Michigan Ave		
Reilly (42)	O2019-7406	
Referred [C.J.p. 6752]	Transportation	
Passed [C.J.p. 7680]		
Claretians, The		
205 W Monroe St		
Reilly (42)	O2019-7409	
Referred [C.J.p. 6753]	Transportation	
Passed [C.J.p. 7681]		
Classic Shine Hair Studio, Inc.		
3455 W Irving Park Rd		
Ramirez-Rosa (35)	O2019-7329	
Referred [C.J.p. 6743]	Transportation	
Passed [C.J.p. 7682]		
Compass Illinois, Inc.		
2044 W Roscoe St		
Waguespack (32)	O2019-7242	
Referred [C.J.p. 6737]	Transportation	
Passed [C.J.p. 7682]		
Corner Bakery Cafe		
676 N St Clair St		
Reilly (42)	O2019-8094	
Referred [C.J.p. 8327]	Transportation	
Costa Azul Travel		
3123 W 63rd St		
Moore (17)	O2019-8048	
Referred [C.J.p. 8302]	Transportation	
Crash Champions LLC		
5350-5354 W Belmont Ave		
Reboyas (30)	O2019-8052	
Referred [C.J.p. 8317]	Transportation	
Daystar Education Assn., Inc.		
1550 S State St		
Dowell (3)	O2019-7142	
Referred [C.J.p. 6696]	Transportation	
Passed [C.J.p. 7683]		
Dinkel's Bakery, Inc.		
3327 N Lincoln Ave		
Martin (47)	O2019-8107	
Referred [C.J.p. 8335]	Transportation	

### PUBLIC WAY USAGE

#### Awnings

DMSfit LLC		
3136 W Montrose Ave		
Rodriguez Sanchez (33)	O2019-7313	
Referred [C.J.p. 6741]	Transportation	
Passed [C.J.p. 7684]		
Dominos		
5410 W Devon Ave		
Napolitano (41)	O2019-7391	
Referred [C.J.p. 6749]	Transportation	
Passed [C.J.p. 7685]		
East Lakeview Food & Liquor		
3814 N Clark St		
Tunney (44)	O2019-8105	
Referred [C.J.p. 8332]	Transportation	
Estrella Negra		
2346 W Armitage Ave		
Waguespack (32)	O2019-7245	
Referred [C.J.p. 6737]	Transportation	
Passed [C.J.p. 7685]		
European Foot & Ankle Clinic		
5501 W Belmont Ave		
Cardona, Jr. (31)	O2019-7229	
Referred [C.J.p. 6734]	Transportation	
Passed [C.J.p. 7686]		
Exposition Carpet Co., Inc.		
5718 N Broadway		
Osterman (48)	O2019-7482	
Referred [C.J.p. 6775]	Transportation	
Passed [C.J.p. 7687]		
Fast Eddie's Hand Car Wash and Detail Center		
1828 W Webster Ave		
Waguespack (32)	O2019-7249	
Referred [C.J.p. 6737]	Transportation	
Passed [C.J.p. 7688]		
Fifth Sun Graphix, Inc.		
5718 W Grand Ave		
Villegas (36)	O2019-7346	
Referred [C.J.p. 6744]	Transportation	
Passed [C.J.p. 7688]		



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### PUBLIC WAY USAGE

#### Awnings

Fingers and Toes Studio

54 W Maple St

Hopkins (2)

Referred [C.J.p. 6694]

Passed [C.J.p. 7689]

Fruityland

4610 N Kedzie Ave

Rodriguez Sanchez (33)

Referred [C.J.p. 8320]

Funnel LLC

3300 N Broadway

Tunney (44)

Referred [C.J.p. 6765]

Passed [C.J.p. 7690]

Furious Spoon

1316 W 18th St

Sigcho-Lopez (25)

Referred [C.J.p. 6723]

Passed [C.J.p. 7691]

Gardner School, The

1612 W North Ave

Privilege No. 1141790

Waguespack (32)

Referred [C.J.p. 6737]

Passed [C.J.p. 7691]

Gardner School, The

1612 W North Ave

Privilege No. 1141885

Waguespack (32)

Referred [C.J.p. 6737]

Passed [C.J.p. 7692]

Garrett Popcorn Shops

625 N Michigan Ave

Reilly (42)

Referred [C.J.p. 6754]

Passed [C.J.p. 7693]

Gilt Bar/Doughnut Vault/Sawada Matcha/Radio Anago

226-230 W Kinzie St

Reilly (42)

Referred [C.J.p. 8327]

O2019-7112

Transportation

O2019-8087

Transportation

O2019-7433

Transportation

O2019-7205

Transportation

O2019-7255

Transportation

O2019-7258

Transportation

O2019-7411

Transportation

O2019-8096

Transportation

### PUBLIC WAY USAGE

#### Awnings

Giordano's on Rush

730 N Rush St

Reilly (42)

Referred [C.J.p. 6754]

Passed [C.J.p. 7694]

Glenn's Diner

1820-1822 W Montrose Ave

Martin (47)

Referred [C.J.p. 6771]

Passed [C.J.p. 7695]

Glitz Car Wash

4521 W Grand Ave

Mitts (37)

Referred [C.J.p. 8322]

Go Grocer No. 1

2060 W North Ave

Hopkins (2)

Referred [C.J.p. 8290]

Graham Crackers Comics

3162 N Broadway

Tunney (44)

Referred [C.J.p. 6765]

Passed [C.J.p. 7695]

Grand Appliance

1300 W North Ave

Hopkins (2)

Referred [C.J.p. 6694]

Passed [C.J.p. 7696]

Grand Appliance Co.

1300 W North Ave

Hopkins (2)

Referred [C.J.p. 6694]

Passed [C.J.p. 7697]

Halsted Street Beach Tanning Salon

3741 N Halsted St

Cappleman (46)

Referred [C.J.p. 6770]

Passed [C.J.p. 7698]

O2019-7414

Transportation

O2019-7466

Transportation

O2019-8089

Transportation

O2019-8044

Transportation

O2019-7436

Transportation

O2019-7115

Transportation

O2019-7118

Transportation

O2019-7463

Transportation



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#### Awnings

Har-Hig Properties LLC	
7150-7154 W Higgins Ave	
Napolitano (41)	O2019-7393
Referred [C.J.p. 6750]	Transportation
Passed [C.J.p. 7698]	
Hashbrowns on Wells	
1149-1155 N Wells St	
Burnett (27)	O2019-7216
Referred [C.J.p. 6727]	Transportation
Passed [C.J.p. 7699]	
Holy Trinity Pentecostal Church	
9215 S Ashland Ave	
Brookins (21)	O2019-7200
Referred [C.J.p. 6720]	Transportation
Passed [C.J.p. 7700]	
Hutch	
3301 N Clark St	
Tunney (44)	O2019-7437
Referred [C.J.p. 6765]	Transportation
Passed [C.J.p. 7701]	
Iglesia Mision Del Valle	
4325 W Armitage Ave	
Ramirez-Rosa (35)	O2019-7333
Referred [C.J.p. 6743]	Transportation
Passed [C.J.p. 7701]	
Infiniti Hair & Nail Salon	
1358 W 95th St	
Brookins (21)	O2019-8070
Referred [C.J.p. 8304]	Transportation
Insomnia Cookies	
1344 N Wells St	
Hopkins (2)	O2019-7120
Referred [C.J.p. 6694]	Transportation
Passed [C.J.p. 7702]	
Intermix	
40 E Delaware Pl	
Reilly (42)	O2019-7417
Referred [C.J.p. 6754]	Transportation
Passed [C.J.p. 7703]	

### PUBLIC WAY USAGE

#### Awnings

Itty Bitty's Doggy Daycare Ltd.	
1040 W 18th St	
Sigcho-Lopez (25)	O2019-8049
Referred [C.J.p. 8308]	Transportation
J&A Sports Bar	
5650 W Diversey Ave	
Reboyas (30)	O2019-7221
Referred [C.J.p. 6733]	Transportation
Passed [C.J.p. 7704]	
Jackson Hewitt Tax Services	
10332 S Western Ave	
O'Shea (19)	O2019-8068
Referred [C.J.p. 8303]	Transportation
Jeni's - Illinois LLC	
908 W Randolph St	
Burnett (27)	O2019-7217
Referred [C.J.p. 6727]	Transportation
Passed [C.J.p. 7705]	
Jimmy Johns	
216 W Jackson Blvd	
Reilly (42)	O2019-8097
Referred [C.J.p. 8327]	Transportation
Jimmy Johns Sandwich Shops	
5109 N Clark St	
Martin (47)	O2019-7469
Referred [C.J.p. 6772]	Transportation
Passed [C.J.p. 7705]	
Jimmy's Nails 1 Ltd.	
3920 N Broadway	
Cappleman (46)	O2019-8106
Referred [C.J.p. 8334]	Transportation
Joe's Imports	
813 W Fulton Market	
Burnett (27)	O2019-7218
Referred [C.J.p. 6727]	Transportation
Passed [C.J.p. 7706]	
John's Live Poultry	
5955 W Fullerton Ave	
Villegas (36)	O2019-7347
Referred [C.J.p. 6745]	Transportation
Passed [C.J.p. 7707]	



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#### Awnings

JPMorgan Chase Bank, N.A. (Lincoln & Wellington)  
2968 N Lincoln Ave  
Waguespack (32) O2019-7272  
Referred [C.J.p. 6737] Transportation  
Passed [C.J.p. 7708]  
Kristoffer's Cafe and Bakery  
1733 S Halsted St  
Thompson (11) O2019-7161  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7709]  
La Central Bakery  
2702 W Cermak Rd  
Cardenas (12) O2019-7164  
Referred [C.J.p. 6710] Transportation  
Passed [C.J.p. 7709]  
La Flor De Jalisco  
4935 W Fullerton Ave  
Villegas (36) O2019-8056  
Referred [C.J.p. 8322] Transportation  
La Fontanella  
2414 S Oakley Ave  
Sigcho-Lopez (25) O2019-7206  
Referred [C.J.p. 6724] Transportation  
Passed [C.J.p. 7710]  
Lula Cafe  
2537-2541 N Kedzie Blvd  
Waguespack (32) O2019-8081  
Referred [C.J.p. 8319] Transportation  
Lupita's Beauty Salon No. 2  
5757 W Fullerton Ave  
Villegas (36) O2019-7349  
Referred [C.J.p. 6745] Transportation  
Passed [C.J.p. 7711]  
Lush Handmade Cosmetics  
859 W Armitage Ave  
Smith (43) O2019-7429  
Referred [C.J.p. 6764] Transportation  
Passed [C.J.p. 7712]

### PUBLIC WAY USAGE

#### Awnings

Mables Table  
1653-1655 W Cortland St  
Waguespack (32) O2019-8083  
Referred [C.J.p. 8319] Transportation  
Magic Star Nails Corp.  
3323 N Lincoln Ave  
Martin (47) O2019-8108  
Referred [C.J.p. 8335] Transportation  
Marty's  
1511 W Balmoral Ave  
Vasquez, Jr. (40) O2019-7363  
Referred [C.J.p. 6749] Transportation  
Passed [C.J.p. 7712]  
Metra Market  
131 N Clinton St  
Reilly (42) O2019-8098  
Referred [C.J.p. 8328] Transportation  
Mo's Auto Repair  
2300 W 59th St  
Coleman (16) O2019-7177  
Referred [C.J.p. 6715] Transportation  
Passed [C.J.p. 7713]  
Mother's Touch Day Care  
2501 W 71st St  
Curtis (18) O2019-8066  
Referred [C.J.p. 8303] Transportation  
Mr. Pollo  
3026 W Belmont Ave  
Rodriguez Sanchez (33) O2019-8086  
Referred [C.J.p. 8320] Transportation  
Mr. Pollo  
5222 W Diversey Ave  
Cardona, Jr. (31) O2019-8054  
Referred [C.J.p. 8318] Transportation  
New Polonia Club, Inc.  
6101-6103 W Belmont Ave  
Reboyras (30) O2019-7222  
Referred [C.J.p. 6733] Transportation  
Passed [C.J.p. 7714]



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#### Awnings

Northside Bar & Grill  
1635-1637 N Damen Ave  
Hopkins (2) O2019-7121  
Referred [C.J.p. 6694] Transportation  
Passed [C.J.p. 7715]  
O'Donovan's  
2100 W Irving Park Rd  
Martin (47) O2019-8110  
Referred [C.J.p. 8335] Transportation  
Old Crow Smokehouse/Tunnel/Chen's Chinese & Cuisine  
149-151 W Kinzie St  
Reilly (42) O2019-7422  
Referred [C.J.p. 6755] Transportation  
Passed [C.J.p. 7716]  
Once Upon a Party Banquet  
5911 W Montrose Ave  
Sposato (38) O2019-7352  
Referred [C.J.p. 6746] Transportation  
Passed [C.J.p. 7717]  
O'Rourke's Office  
11064 S Western Ave  
O'Shea (19) O2019-7193  
Referred [C.J.p. 6717] Transportation  
Passed [C.J.p. 7715]  
Over Rice'n Bread Corp.  
3435 N Sheffield Ave  
Tunney (44) O2019-7439  
Referred [C.J.p. 6766] Transportation  
Passed [C.J.p. 7718]  
Pampanga's Cuisine & Filipino Restaurant  
6407 N Caldwell Ave  
Napolitano (41) O2019-7395  
Referred [C.J.p. 6750] Transportation  
Passed [C.J.p. 7718]  
Panda Express No. 591  
302 S Wells St  
Reilly (42) O2019-7424  
Referred [C.J.p. 6755] Transportation  
Passed [C.J.p. 7719]

### PUBLIC WAY USAGE

#### Awnings

Papa Freddy's Pizza & Restaurant  
2001 W 35th St  
Cardenas (12) O2019-7170  
Referred [C.J.p. 6710] Transportation  
Passed [C.J.p. 7720]  
Paraiso Flowers  
4211 W Fullerton Ave  
Cardona, Jr. (31) O2019-7231  
Referred [C.J.p. 6735] Transportation  
Passed [C.J.p. 7721]  
Pasta Passion Restaurant  
4647 N Lincoln Ave  
Martin (47) O2019-7472  
Referred [C.J.p. 6772] Transportation  
Passed [C.J.p. 7721]  
Payless Car Wash, Inc.  
1701 S State St  
Dowell (3) O2019-7143  
Referred [C.J.p. 6697] Transportation  
Passed [C.J.p. 7722]  
Ping Pong  
3322 N Broadway  
Tunney (44) O2019-7441  
Referred [C.J.p. 6766] Transportation  
Passed [C.J.p. 7723]  
Pompei Bakery  
1531 W Taylor St  
Ervin (28) O2019-7219  
Referred [C.J.p. 6731] Transportation  
Passed [C.J.p. 7724]  
Port & Park Bistro and Bar  
4000-4006 N Southport Ave  
Martin (47) O2019-7474  
Referred [C.J.p. 6772] Transportation  
Passed [C.J.p. 7724]  
Proxi  
565 W Randolph St  
Reilly (42) O2019-7427  
Referred [C.J.p. 6755] Transportation  
Passed [C.J.p. 7725]



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#### Awnings

Purple Pig, The  
444 N Michigan Ave  
Reilly (42) O2019-8100  
Referred [C.J.p. 8329] Transportation  
Quartino  
626 N State St  
Reilly (42) O2019-8102  
Referred [C.J.p. 8329] Transportation  
Ranalli's  
1925 N Lincoln Ave  
Smith (43) O2019-7430  
Referred [C.J.p. 6764] Transportation  
Passed [C.J.p. 7726]  
Ravenswood Event Center  
4011 N Ravenswood Ave  
Martin (47) O2019-8111  
Referred [C.J.p. 8335] Transportation  
Reverie Nails & Spa of Chicago  
2204 N Clybourn Ave  
Hopkins (2) O2019-7122  
Referred [C.J.p. 6694] Transportation  
Passed [C.J.p. 7727]  
Roots Handmade Pizza - Second City/Utopian  
Tailgate  
1610 N Wells St  
Hopkins (2) O2019-7125  
Referred [C.J.p. 6695] Transportation  
Passed [C.J.p. 7727]  
Rosebud Steakhouse  
192 E Walton St  
Hopkins (2) O2019-7138  
Referred [C.J.p. 6695] Transportation  
Passed [C.J.p. 7728]  
RS Retail LLC  
1200 W Taylor St  
Ervin (28) O2019-8076  
Referred [C.J.p. 8313] Transportation  
RS Retail LLC  
1212 W Taylor St  
Ervin (28) O2019-8078  
Referred [C.J.p. 8313] Transportation

### PUBLIC WAY USAGE

#### Awnings

RS Retail LLC  
1226 W Taylor St  
Ervin (28) O2019-8080  
Referred [C.J.p. 8313] Transportation  
Sazon Cubano, Inc.  
5422 W Fullerton Ave  
Reboyas (30) O2019-7223  
Referred [C.J.p. 6733] Transportation  
Passed [C.J.p. 7729]  
Silver Leaf Wine & Spirits  
3402 W Fullerton Ave  
Ramirez-Rosa (35) O2019-8088  
Referred [C.J.p. 8321] Transportation  
Smart from the Start LLC  
1939 W 79th St  
Moore (17) O2019-7187  
Referred [C.J.p. 6716] Transportation  
Passed [C.J.p. 7730]  
Smile Cleaners  
1849 W Addison St  
Martin (47) O2019-8112  
Referred [C.J.p. 8335] Transportation  
Sonora Meats  
4135 W 26th St  
Rodriguez (22) O2019-8071  
Referred [C.J.p. 8305] Transportation  
Spirits Beverage Center  
7400 S Halsted St  
Sawyer (6) O2019-7149  
Referred [C.J.p. 6703] Transportation  
Passed [C.J.p. 7730]  
Starbucks Coffee No. 2514  
3045 N Greenview Ave  
Waguespack (32) O2019-7275  
Referred [C.J.p. 6738] Transportation  
Passed [C.J.p. 7731]  
State Senator Antonio Munoz  
1836 W 35th St  
Cardenas (12) O2019-7171  
Referred [C.J.p. 6710] Transportation  
Passed [C.J.p. 7732]



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#### Awnings

Su Casa		
49 E Ontario St		
Reilly (42)	O2019-8103	
Referred [C.J.p. 8330]	Transportation	
Subway 26445		
3346 W Foster Ave		
Nugent (39)	O2019-7356	
Referred [C.J.p. 6748]	Transportation	
Passed [C.J.p. 7733]		
Supermercado El Ranchito		
2414 W 47th St		
Lopez (15)	O2019-7176	
Referred [C.J.p. 6713]	Transportation	
Passed [C.J.p. 7733]		
T Joels Family Restaurant		
1928 W Cermak Rd		
Sigcho-Lopez (25)	O2019-7207	
Referred [C.J.p. 6724]	Transportation	
Passed [C.J.p. 7734]		
Taco Madre		
823 S State St		
King (4)	O2019-7145	
Referred [C.J.p. 6699]	Transportation	
Passed [C.J.p. 7735]		
Tania's Unisex Beauty Salon		
3704 W Fullerton Ave		
Cardona, Jr. (31)	O2019-7233	
Referred [C.J.p. 6735]	Transportation	
Passed [C.J.p. 7736]		
Teaser's Pub		
7123 W Higgins Ave		
Napolitano (41)	O2019-8091	
Referred [C.J.p. 8324]	Transportation	
Threading Salon, The		
1109 W Taylor St		
Sigcho-Lopez (25)	O2019-7209	
Referred [C.J.p. 6724]	Transportation	
Passed [C.J.p. 7736]		

### PUBLIC WAY USAGE

#### Awnings

Three A Cleaners, Inc.		
252 W 31st St		
Thompson (11)	O2019-8061	
Referred [C.J.p. 8296]	Transportation	
Tommy's on Higgins		
6954 W Higgins Ave		
Napolitano (41)	O2019-7396	
Referred [C.J.p. 6750]	Transportation	
Passed [C.J.p. 7737]		
Toon's Bar & Grill		
3857 N Southport Ave		
Tunney (44)	O2019-7444	
Referred [C.J.p. 6766]	Transportation	
Passed [C.J.p. 7738]		
Traspasada Restaurant		
3144 N California Ave		
Rodriguez Sanchez (33)	O2019-7320	
Referred [C.J.p. 6741]	Transportation	
Passed [C.J.p. 7739]		
Tricycle Supper Club		
1700 N Damen Ave		
Waguespack (32)	O2019-7283	
Referred [C.J.p. 6738]	Transportation	
Passed [C.J.p. 7739]		
Tutto Italiano		
501 S Wells St		
Sigcho-Lopez (25)	O2019-7210	
Referred [C.J.p. 6724]	Transportation	
Passed [C.J.p. 7740]		
TV Video Repair		
2856 W 63rd St		
Coleman (16)	O2019-7179	
Referred [C.J.p. 6715]	Transportation	
Passed [C.J.p. 7741]		
Unforgettable Lounge		
4206 W Irving Park Rd		
Gardiner (45)	O2019-7456	
Referred [C.J.p. 6769]	Transportation	
Passed [C.J.p. 7742]		



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#### Awnings

V&M Tecnicentro Automotriz, Inc.  
3017 W 26th St  
Cardenas (12) O2019-8113  
Referred [C.J.p. 8297] Transportation  
Value Services, Inc.  
6040 N Broadway  
Osterman (48) O2019-7483  
Referred [C.J.p. 6776] Transportation  
Passed [C.J.p. 7742]  
Varela Grocery  
4101 W 25th St  
Rodriguez (22) O2019-8073  
Referred [C.J.p. 8305] Transportation  
Vtone Fitness  
1550 W Jarvis Ave  
Hadden (49) O2019-7487  
Referred [C.J.p. 6777] Transportation  
Passed [C.J.p. 7743]  
Walter E. Smithe, Inc.  
2009 N Clybourn Ave  
Hopkins (2) O2019-7139  
Referred [C.J.p. 6695] Transportation  
Passed [C.J.p. 7744]  
Wellnow Urgent Care, P.C.  
2353 W 95th St  
O'Shea (19) O2019-7194  
Referred [C.J.p. 6717] Transportation  
Passed [C.J.p. 7745]  
West Town Community Law Office  
2502 W Division St  
Maldonado (26) O2019-7213  
Referred [C.J.p. 6725] Transportation  
Passed [C.J.p. 7746]  
Wilson & Kedzie Food  
4553 N Kedzie Ave  
Rodriguez Sanchez (33) O2019-7322  
Referred [C.J.p. 6741] Transportation  
Passed [C.J.p. 7746]

### PUBLIC WAY USAGE

#### Awnings

WNDR Museum  
1130 W Monroe St  
Sigcho-Lopez (25) O2019-8050  
Referred [C.J.p. 8308] Transportation  
Wonder Chop  
2418 W Fullerton Ave  
La Spata (1) O2019-8060  
Referred [C.J.p. 8287] Transportation  
Woodlawn Animal Hospital  
6523 S Dr Martin Luther King Jr Dr  
Taylor (20) O2019-7196  
Referred [C.J.p. 6719] Transportation  
Passed [C.J.p. 7747]  
Young's Restaurant  
3949 N Ashland Ave  
Martin (47) O2019-7475  
Referred [C.J.p. 6773] Transportation  
Passed [C.J.p. 7748]

#### Canopies

801-811 W Fulton Market  
Burnett (27) O2019-8222  
Referred [C.J.p. 8309] Transportation  
2500 Milwaukee LLC  
2480 N Milwaukee Ave  
Waguespack (32) O2019-7339  
Referred [C.J.p. 6738] Transportation  
Passed [C.J.p. 7776]  
2500 Milwaukee LLC  
2522 N Milwaukee Ave  
Waguespack (32) O2019-7331  
Referred [C.J.p. 6738] Transportation  
Passed [C.J.p. 7777]  
3 FNP Owner LLC  
70 W Madison St  
Reilly (42) O2019-8372  
Referred [C.J.p. 8330] Transportation  
300 N Michigan LLC  
300 N Michigan Ave  
Reilly (42) O2019-8373  
Referred [C.J.p. 8330] Transportation



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#### Canopies

50 East Randolph Investments LLC  
116 W Illinois St  
Reilly (42) O2019-7379  
Referred [C.J.p. 6757] Transportation  
Passed [C.J.p. 7774]  
538-50 W Diversey  
538-550 W Diversey Pkwy  
Tunney (44) O2019-7431  
Referred [C.J.p. 6766] Transportation  
Passed [C.J.p. 7775]  
730 Franklin Building Owner LLC  
730 N Franklin St  
Reilly (42) O2019-7412  
Referred [C.J.p. 6757] Transportation  
Passed [C.J.p. 7776]  
All Saints  
46 E Walton St  
Reilly (42) O2019-7344  
Referred [C.J.p. 6751] Transportation  
Passed [C.J.p. 7750]  
Banana Glades LLC/24 S Morgan  
24 S Morgan St  
Sigcho-Lopez (25) O2019-7260  
Referred [C.J.p. 6723] Transportation  
Passed [C.J.p. 7750]  
Belmont By Reside, The  
3170 N Sheridan Rd  
Tunney (44) O2019-7425  
Referred [C.J.p. 6765] Transportation  
Passed [C.J.p. 7751]  
Capital One Cafe  
1465 E 53rd St  
Hairston (5) O2019-7226  
Referred [C.J.p. 6700] Transportation  
Passed [C.J.p. 7752]  
Capricorni Hair Studio  
3619 W Lawrence Ave  
Ramirez-Rosa (35) O2019-8304  
Referred [C.J.p. 8321] Transportation

### PUBLIC WAY USAGE

#### Canopies

CCA MDA II LLC  
60 E Benton Pl  
Reilly (42) O2019-8348  
Referred [C.J.p. 8326] Transportation  
Cerney, Matt  
2112 W Le Moyne St  
Hopkins (2) O2019-7212  
Referred [C.J.p. 6693] Transportation  
Passed [C.J.p. 7753]  
CIBC Theatre  
22 W Monroe St  
Reilly (42) O2019-7350  
Referred [C.J.p. 6752] Transportation  
Passed [C.J.p. 7753]  
Cooper's Hawk Winery & Restaurant  
58 E Oak St  
Reilly (42) O2019-8305  
Referred [C.J.p. 8326] Transportation  
Dana Hotel and Spa  
2 W Erie St  
Amend  
Reilly (42) O2019-7696  
Referred [C.J.p. 6758] Transportation  
Passed [C.J.p. 7664]  
Doc B's  
55 E Grand Ave  
Reilly (42) O2019-7353  
Referred [C.J.p. 6753] Transportation  
Passed [C.J.p. 7754]  
Dulceria M Internacional, Inc.  
3334 W 63rd St  
Tabares (23) O2019-8214  
Referred [C.J.p. 8306] Transportation  
Edward Fashion Unlimited  
11363 S Michigan Ave  
Beale (9) O2019-8194  
Referred [C.J.p. 8295] Transportation  
El Tarasco  
4358 W 51st St  
Burke (14) O2019-8202  
Referred [C.J.p. 8300] Transportation



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#### Canopies

Embassy Suites  
600 N State St  
Reilly (42) O2019-7355  
Referred [C.J.p. 6753] Transportation  
Passed [C.J.p. 7755]  
FFC - Old Town  
1235 N LaSalle Dr  
Hopkins (2) O2019-7211  
Referred [C.J.p. 6694] Transportation  
Passed [C.J.p. 7756]  
Garcia's Chicago LLC  
1001 W Washington Blvd  
Sigcho-Lopez (25) O2019-7263  
Referred [C.J.p. 6723] Transportation  
Passed [C.J.p. 7756]  
Gardner School, The  
1612 W North Ave  
Waguespack (32) O2019-7317  
Referred [C.J.p. 6737] Transportation  
Passed [C.J.p. 7757]  
Gaslight Bar & Grille  
2450 N Clark St  
Smith (43) O2019-7416  
Referred [C.J.p. 6763] Transportation  
Passed [C.J.p. 7758]  
Goose Island Beer Co.  
1800 W Fulton St  
Burnett (27) O2019-8225  
Referred [C.J.p. 8310] Transportation  
Haymarket Apartments Joint Venture LP  
19 N Morgan St  
Sigcho-Lopez (25) O2019-7277  
Referred [C.J.p. 6723] Transportation  
Passed [C.J.p. 7759]  
Haymarket Apartments Joint Venture LP  
939 W Washington Blvd  
Sigcho-Lopez (25) O2019-7274  
Referred [C.J.p. 6723] Transportation  
Passed [C.J.p. 7759]

### PUBLIC WAY USAGE

#### Canopies

Historic Stand, LP Holsten Real Estate  
6321 S Cottage Grove Ave  
Taylor (20) O2019-7230  
Referred [C.J.p. 6719] Transportation  
Passed [C.J.p. 7760]  
Jordan Mozer & Assoc. Ltd.  
320 N Laflin St  
Burnett (27) O2019-7291  
Referred [C.J.p. 6727] Transportation  
Passed [C.J.p. 7761]  
Lakeside Bank  
1350 S Michigan Ave  
Dowell (3) O2019-7224  
Referred [C.J.p. 6697] Transportation  
Passed [C.J.p. 7762]  
Las Brisas  
5859 S Harlem Ave  
Tabares (23) O2019-8218  
Referred [C.J.p. 8306] Transportation  
Lelyn Group, Inc., The  
444 N Orleans St  
Reilly (42) O2019-7359  
Referred [C.J.p. 6754] Transportation  
Passed [C.J.p. 7763]  
Leo's Furniture & Upholstery  
7106 W Higgins Ave  
Napolitano (41) O2019-7342  
Referred [C.J.p. 6750] Transportation  
Passed [C.J.p. 7763]  
Lincoln Avenue LP  
3045 N Lincoln Ave  
Waguespack (32) O2019-7326  
Referred [C.J.p. 6737] Transportation  
Passed [C.J.p. 7764]  
Lincoln Hall  
2424-2426 N Lincoln Ave  
Smith (43) O2019-7420  
Referred [C.J.p. 6763] Transportation  
Passed [C.J.p. 7765]



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Canopies

Mariscos El Kora		
5207-5209 S Archer Ave		
Tabares (23)	O2019-7257	
Referred [C.J.p. 6721]	Transportation	
Passed [C.J.p. 7766]		
McCormick Hospitality South LLC		
2300-2308 S Indiana Ave		
Dowell (3)	O2019-7225	
Referred [C.J.p. 6697]	Transportation	
Passed [C.J.p. 7766]		
McNamara's Food & Drinks		
4328 W Irving Park Rd		
Gardiner (45)	O2019-7435	
Referred [C.J.p. 6769]	Transportation	
Passed [C.J.p. 7767]		
Moody Church, The		
1635 N LaSalle Dr		
Hopkins (2)	O2019-7215	
Referred [C.J.p. 6694]	Transportation	
Passed [C.J.p. 7768]		
North Park Elementary School		
2017 W Montrose Ave		
Martin (47)	O2019-8350	
Referred [C.J.p. 8335]	Transportation	
Onni Grand LP		
369 W Grand Ave		
Reilly (42)	O2019-7362	
Referred [C.J.p. 6755]	Transportation	
Passed [C.J.p. 7769]		
Red Apple Food & Liquor, Inc.		
317 E 51st St		
Dowell (3)	O2019-8169	
Referred [C.J.p. 8291]	Transportation	
Restaurant & Pozoleria San Juan		
1523 N Pulaski Rd		
Maldonado (26)	O2019-7285	
Referred [C.J.p. 6725]	Transportation	
Passed [C.J.p. 7769]		

**PUBLIC WAY USAGE**

Canopies

River North Devco LLC		
808 N Wells St		
Burnett (27)	O2019-7295	
Referred [C.J.p. 6728]	Transportation	
Passed [C.J.p. 7770]		
River Point LLC		
444 W Lake St		
Reilly (42)	O2019-8370	
Referred [C.J.p. 8329]	Transportation	
Roque Co.		
24 W Erie St		
Reilly (42)	O2019-7365	
Referred [C.J.p. 6756]	Transportation	
Passed [C.J.p. 7771]		
RSRC 1819 LLC		
1819 W Division St		
La Spata (1)	O2019-8160	
Referred [C.J.p. 8287]	Transportation	
Silli Kori		
2053 W Division St		
La Spata (1)	O2019-7208	
Referred [C.J.p. 6691]	Transportation	
Passed [C.J.p. 7772]		
Silversmith Hotel & Suites, The		
10-16 S Wabash Ave		
Reilly (42)	O2019-8371	
Referred [C.J.p. 8330]	Transportation	
Supermercado Mi Lupita		
2701 W 23rd St		
Cardenas (12)	O2019-7228	
Referred [C.J.p. 6711]	Transportation	
Passed [C.J.p. 7772]		
Trendy Topics		
6000 W Belmont Ave		
Reboyas (30)	O2019-7296	
Referred [C.J.p. 6733]	Transportation	
Passed [C.J.p. 7773]		
Walgreens No. 06980		
3019 W Peterson Ave		
Vasquez, Jr. (40)	O2019-8344	
Referred [C.J.p. 8323]	Transportation	



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#### Canopies

Walgreens No. 09470  
4817 W Fullerton Ave  
Cardona, Jr. (31) O2019-8301  
Referred [C.J.p. 8318] Transportation  
Walgreens No. 2877  
2440 W North Ave  
La Spata (1) O2019-8164  
Referred [C.J.p. 8287] Transportation

#### Grants of Privilege

Animal Advocate Pet Hospital  
1061 W Jackson Blvd  
Sign  
Sigcho-Lopez (25) O2019-7880  
Direct Introduction Transportation  
Passed [C.J.p. 7381]  
Baxton Studio Furniture Outlet  
1913-1915 N Harlem Ave  
Sign  
Taliaferro (29) O2019-7889  
Direct Introduction Transportation  
Passed [C.J.p. 7391]

#### @ Properties

1023 W Fulton Market  
Sign  
Burnett (27) O2019-7613  
Referred [C.J.p. 6727] Transportation  
Passed [C.J.p. 7347]

#### @Properties

1875 N Damen Ave  
Sign  
Waguespack (32) O2019-7557  
Referred [C.J.p. 6736] Transportation  
Passed [C.J.p. 7436]  
024 Condo Assn., The  
2354 S Oakley Ave  
Bay window  
Sigcho-Lopez (25) O2019-8240  
Referred [C.J.p. 8308] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

024 Condo Assn., The  
2354-2358 S Oakley Ave  
Staircase  
Sigcho-Lopez (25) O2019-8242  
Referred [C.J.p. 8308] Transportation  
024 Condo Assn., The  
2354-2358 S Oakley Ave  
Step  
Sigcho-Lopez (25) O2019-8243  
Referred [C.J.p. 8308] Transportation  
024 Condo Assn., The  
2354 S Oakley Ave  
Turret  
Sigcho-Lopez (25) O2019-8244  
Referred [C.J.p. 8308] Transportation  
108 North State Street (Chicago) Owner LLC  
108 N State St  
Banner  
Reilly (42) O2019-7754  
Referred [C.J.p. 6757] Transportation  
Passed [C.J.p. 7648]  
108 North State Street (Chicago) Owner LLC  
108 N State St  
Light fixture  
Reilly (42) O2019-7757  
Referred [C.J.p. 6757] Transportation  
Passed [C.J.p. 7649]  
1524 Fullerton LLC  
1524 W Fullerton Ave  
Bay window  
Waguespack (32) O2019-7581  
Referred [C.J.p. 6738] Transportation  
Passed [C.J.p. 7655]  
200 N Michigan Owner LLC  
201 N Garland Ct  
Caisson  
Reilly (42) O2019-8345  
Referred [C.J.p. 8330] Transportation



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#### Grants of Privilege

200 N Michigan Owner LLC	
201 N Garland Ct	
Fence	
Reilly (42)	O2019-8346
Referred [C.J.p. 8330]	Transportation
2210 Halsted LLC	
2210 N Halsted St	
Balcony	
Smith (43)	O2019-7658
Referred [C.J.p. 6764]	Transportation
Passed [C.J.p. 7656]	
2210 Halsted LLC	
2210 N Halsted St	
Bay window	
Smith (43)	O2019-7661
Referred [C.J.p. 6764]	Transportation
Passed [C.J.p. 7656]	
2210 Halsted LLC	
2210 N Halsted St	
Light fixture	
Smith (43)	O2019-7664
Referred [C.J.p. 6764]	Transportation
Passed [C.J.p. 7657]	
2315 W Huron LLC	
2315 W Huron St	
Balcony	
La Spata (1)	O2019-7287
Referred [C.J.p. 6692]	Transportation
Passed [C.J.p. 7658]	
2500 Milwaukee LLC	
2480 N Milwaukee Ave	
Cornice	
Waguespack (32)	O2019-7582
Referred [C.J.p. 6738]	Transportation
Passed [C.J.p. 7659]	
2500 Milwaukee LLC	
2522 N Milwaukee Ave	
Cornice	
Waguespack (32)	O2019-7585
Referred [C.J.p. 6738]	Transportation
Passed [C.J.p. 7660]	

### PUBLIC WAY USAGE

#### Grants of Privilege

2500 Throop LLC	
2500 S Throop St	
Step	
Thompson (11)	O2019-7511
Referred [C.J.p. 6709]	Transportation
Passed [C.J.p. 7661]	
26-30 W Hubbard LLC	
26-30 W Hubbard St	
Exterior mount	
Reilly (42)	O2019-7763
Referred [C.J.p. 6756]	Transportation
Passed [C.J.p. 7369]	
26-30 West Hubbard LLC	
26-30 W Hubbard St	
Duct	
Reilly (42)	O2019-7761
Referred [C.J.p. 6756]	Transportation
Passed [C.J.p. 7368]	
2915 N Clybourn Condo Association	
2915 N Clybourn Ave	
Balcony	
Waguespack (32)	O2019-8283
Referred [C.J.p. 8319]	Transportation
3 FNP Owner LLC	
70 W Madison St	
Bay window	
Reilly (42)	O2019-8342
Referred [C.J.p. 8330]	Transportation
3 FNP Owner LLC	
70 W Madison St	
Subway connection	
Reilly (42)	O2019-8343
Referred [C.J.p. 8330]	Transportation
303 Madison	
303 W Madison St	
Planter	
Reilly (42)	O2019-7758
Referred [C.J.p. 6757]	Transportation
Passed [C.J.p. 7650]	



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#### Grants of Privilege

320 N Sangamon Owner LLC  
320 N Sangamon St  
Planter  
Burnett (27) O2019-7646  
Referred [C.J.p. 6729] Transportation  
Passed [C.J.p. 7651]  
3500 Archer LLC  
3500 S Archer Ave  
Balcony  
Cardenas (12) O2019-7509  
Referred [C.J.p. 6711] Transportation  
Passed [C.J.p. 7661]  
50 East Randolph Investments LLC  
116 W Illinois St  
Planter  
Reilly (42) O2019-7764  
Referred [C.J.p. 6757] Transportation  
Passed [C.J.p. 7645]  
538-50 W Diversey  
538-550 W Diversey Pkwy  
Door swing  
Tunney (44) O2019-7608  
Referred [C.J.p. 6766] Transportation  
Passed [C.J.p. 7652]  
55 East Monroe Investors IV LLC  
105-151 S Wabash Ave  
Bicycle rack  
Reilly (42) O2019-7766  
Referred [C.J.p. 6757] Transportation  
Passed [C.J.p. 7646]  
5704 Building LLC  
5700-5704 S Harper Ave  
Light fixture  
Hairston (5) O2019-7423  
Referred [C.J.p. 6701] Transportation  
Passed [C.J.p. 7662]  
5929 South State Street  
5929 S State St  
Door swing  
Taylor (20) O2019-8220  
Referred [C.J.p. 8304] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

635-647 W Roosevelt Venture LLC  
639 W Roosevelt Rd  
Door swing  
Thompson (11) O2019-8192  
Referred [C.J.p. 8297] Transportation  
7139 Self Park  
7139 S Exchange Ave  
Fire escape  
Mitchell (7) O2019-8184  
Referred [C.J.p. 8295] Transportation  
730 Franklin Building Owner LLC  
730 N Franklin St  
Planter railing  
Reilly (42) O2019-7760  
Referred [C.J.p. 6757] Transportation  
Passed [C.J.p. 7652]  
730 Franklin Building Owner LLC  
730 N Franklin St  
Ramp  
Reilly (42) O2019-7762  
Referred [C.J.p. 6757] Transportation  
Passed [C.J.p. 7653]  
730 Randolph LLC  
732 W Randolph St  
Manhole  
Burnett (27) O2019-7649  
Referred [C.J.p. 6729] Transportation  
Passed [C.J.p. 7654]  
757 Orleans at Chicago Condominium Assn  
757 N Orleans St  
Manhole  
Reilly (42) O2019-8347  
Referred [C.J.p. 8330] Transportation  
7-Eleven 29150E  
3401 W Irving Park Rd  
Sign  
Ramirez-Rosa (35) O2019-7590  
Referred [C.J.p. 6743] Transportation  
Passed [C.J.p. 7644]



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#### Grants of Privilege

938 W North Ave LLC  
 938 W North Ave  
 Floodlight  
 Hopkins (2) O2019-8171  
 Referred [C.J.p. 8290] Transportation  
 95th Street Beverly Hills Business Assn.  
 1751 W 95th St  
 Landscaping  
 O'Shea (19) O2019-7565  
 Referred [C.J.p. 6717] Transportation  
 Passed [C.J.p. 7646]  
 95th Street Beverly Hills Business Assn.  
 2321 W 95th St  
 Landscaping  
 O'Shea (19) O2019-7568  
 Referred [C.J.p. 6718] Transportation  
 Passed [C.J.p. 7647]  
 A Relaxed You, Inc.  
 11121 S Kedzie Ave  
 Sign  
 O'Shea (19) O2019-7550  
 Referred [C.J.p. 6717] Transportation  
 Passed [C.J.p. 7371]  
 AASJM, Inc.  
 5400 W Diversey Ave  
 Sign  
 Cardona, Jr. (31) O2019-7547  
 Referred [C.J.p. 6734] Transportation  
 Passed [C.J.p. 7372]  
 Aberdeen Owner LLC  
 740 N Aberdeen St  
 Tree grate  
 Burnett (27) O2019-7614  
 Referred [C.J.p. 6727] Transportation  
 Passed [C.J.p. 7373]  
 ADM Milling Co.  
 1300 W Carroll Ave  
 Switch track  
 Burnett (27) O2019-7616  
 Referred [C.J.p. 6727] Transportation  
 Passed [C.J.p. 7374]

### PUBLIC WAY USAGE

#### Grants of Privilege

Advanced Dermatology Center, S.C.  
 2735 N Harlem Ave  
 Light fixture  
 Taliaferro (29) O2019-7540  
 Referred [C.J.p. 6732] Transportation  
 Passed [C.J.p. 7375]  
 AEB III Corporation  
 18 W Ontario St  
 Step  
 Reilly (42) O2019-7656  
 Referred [C.J.p. 6751] Transportation  
 Passed [C.J.p. 7375]  
 Algonquin Venture Real Estate LLC  
 1135 W Sheridan Rd  
 Sign  
 Osterman (48) O2019-7688  
 Referred [C.J.p. 6775] Transportation  
 Passed [C.J.p. 7376]  
 Allstate Insurance  
 5245 N Clark St  
 Sign  
 Osterman (48) O2019-7692  
 Referred [C.J.p. 6775] Transportation  
 Passed [C.J.p. 7377]  
 Amaru  
 1904 W North Ave  
 Sign  
 Hopkins (2) O2019-7292  
 Referred [C.J.p. 6693] Transportation  
 Passed [C.J.p. 7378]  
 Amish Custom Kitchens  
 6756 N Harlem Ave  
 Light fixture  
 Napolitano (41) O2019-7586  
 Referred [C.J.p. 6749] Transportation  
 Passed [C.J.p. 7378]  
 Amy's Candy Bar  
 4704 N Damen Ave  
 Park bench  
 Martin (47) O2019-8365  
 Referred [C.J.p. 8334] Transportation



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### PUBLIC WAY USAGE

#### Grants of Privilege

Andersonville Chamber of Commerce  
5137 N Clark St  
Kiosk  
Martin (47) O2019-7679  
Referred [C.J.p. 6771] Transportation  
Passed [C.J.p. 7379]  
Andersonville Chamber of Commerce  
5624 N Clark St  
Kiosk  
Vasquez, Jr. (40) O2019-7615  
Referred [C.J.p. 6749] Transportation  
Passed [C.J.p. 7380]  
Angle Gully LLC  
3301 N Ashland Ave  
Planter  
Tunney (44) O2019-8349  
Referred [C.J.p. 8332] Transportation  
Ann Taylor Store No. 1184  
600 N Michigan Ave  
Sign  
Reilly (42) O2019-7657  
Referred [C.J.p. 6756] Transportation  
Passed [C.J.p. 7382]  
AP Deli Restaurant Group, Inc.  
10758 S Michigan Ave  
Sign  
Beale (9) O2019-7871  
Direct Introduction Transportation  
Passed [C.J.p. 7371]  
Archway Construction Co., Inc.  
1962 N Clybourn Ave  
Sign  
Hopkins (2) O2019-8158  
Referred [C.J.p. 8289] Transportation  
Argo Tea  
819 N Rush St  
Sign  
Reilly (42) O2019-7660  
Referred [C.J.p. 6751] Transportation  
Passed [C.J.p. 7383]

### PUBLIC WAY USAGE

#### Grants of Privilege

AT&T Mobility  
118 N Clinton St  
Exterior mount  
Reilly (42) O2019-8298  
Referred [C.J.p. 8326] Transportation  
Athena Flowers  
6039 W Addison St  
Sign  
Villegas (36) O2019-7592  
Referred [C.J.p. 6744] Transportation  
Passed [C.J.p. 7384]  
Austin Dollar Plus  
5961 W Chicago Ave  
Sign  
Taliaferro (29) O2019-7888  
Referred Transportation  
Passed [C.J.p. 7385]  
Banana Glades LLC/24 S Morgan  
24 S Morgan St  
Door swing  
Sigcho-Lopez (25) O2019-7529  
Referred [C.J.p. 6723] Transportation  
Passed [C.J.p. 7387]  
Bandera  
535 N Michigan Ave  
sgin  
Reilly (42) O2019-7663  
Referred [C.J.p. 6751] Transportation  
Passed [C.J.p. 7387]  
Bank of America  
230 W North Ave  
Sign  
Hopkins (2) O2019-7294  
Referred [C.J.p. 6693] Transportation  
Passed [C.J.p. 7388]  
Bank of the Yards Neighborhood Council  
1751 W 47th St  
Fence  
Lopez (15) O2019-7513  
Referred [C.J.p. 6713] Transportation  
Passed [C.J.p. 7386]



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### PUBLIC WAY USAGE

#### Grants of Privilege

Barraco's Pizza  
3047 W 11th St  
Sign  
O'Shea (19) O2019-8209  
Referred [C.J.p. 8303] Transportation  
Bartha's Hairstylings  
230 E Ohio St  
Sign  
Reilly (42) O2019-7669  
Referred [C.J.p. 6752] Transportation  
Passed [C.J.p. 7394]  
Barton G - The Restaurant  
415 N Dearborn St  
Light fixture  
Reilly (42) O2019-7666  
Referred [C.J.p. 6751] Transportation  
Passed [C.J.p. 7389]  
Barton G - The Restaurant  
415 N Dearborn St  
Stair case  
Reilly (42) O2019-7668  
Referred [C.J.p. 6752] Transportation  
Passed [C.J.p. 7390]  
Batter and Berries LLC  
2748 N Lincoln Ave  
Door swing  
Smith (43) O2019-7625  
Referred [C.J.p. 6763] Transportation  
Passed [C.J.p. 7391]  
BBU Spa  
3021 N Broadway  
Sign  
Tunney (44) O2019-7909  
Direct Introduction Transportation  
Passed [C.J.p. 7392]  
Beat Kitchen  
2100 W Belmont Ave  
Light fixture  
Waguespack (32) O2019-7559  
Referred [C.J.p. 6736] Transportation  
Passed [C.J.p. 7393]

### PUBLIC WAY USAGE

#### Grants of Privilege

Belmont-Central Chamber of Commerce  
5534 W Belmont Ave  
Sign  
Reboyas (30) O2019-8263  
Referred [C.J.p. 8317] Transportation  
Belmonth by Reside, The  
3170 N Sheridan Rd  
Fire escape  
Tunney (44) O2019-7595  
Referred [C.J.p. 6765] Transportation  
Passed [C.J.p. 7394]  
Beverly Woods Restaurant  
11532 S Western Ave  
Sign  
O'Shea (19) O2019-7553  
Referred [C.J.p. 6717] Transportation  
Passed [C.J.p. 7396]  
Billy Goat Tavern & Grill  
430 N Michigan Ave  
Sign  
Reilly (42) O2019-7671  
Referred [C.J.p. 6752] Transportation  
Passed [C.J.p. 7397]  
Binny's Beverage Depot  
213 W Grand Ave  
Sign  
Reilly (42) O2019-7902  
Direct Introduction Transportation  
Passed [C.J.p. 7398]  
Binny's Beverage Depot  
213 W Grand Ave  
Sign  
Reilly (42) O2019-8299  
Referred [C.J.p. 8326] Transportation  
Blaze Pizza  
227 E Ontario St  
Sign  
Reilly (42) O2019-8300  
Referred [C.J.p. 8326] Transportation



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#### Grants of Privilege

Blommer Chocolate Co., The  
600 W Kinzie St  
Fence  
Reilly (42) SO2019-7674  
Referred [C.J.p. 6752] Transportation  
Passed as [C.J.p. 7398]  
Substitute

Blommer Chocolate Co., The  
600 W Kinzie St  
Occupation of space  
Reilly (42) SO2019-7675  
Referred [C.J.p. 6752] Transportation  
Passed as [C.J.p. 7400]  
Substitute

Blue Cross Blue Shield of Illinois  
300 E Randolph St  
Caisson  
Reilly (42) O2019-7676  
Referred [C.J.p. 6752] Transportation  
Passed [C.J.p. 7348]

Blue Lotus Yoga  
816 E 63rd St  
Sign  
Taylor (20) O2019-8210  
Referred [C.J.p. 8304] Transportation

Board of Trade of the City of Chicago, Inc., The  
141 W Jackson Blvd  
Planter  
Reilly (42) O2019-8302  
Referred [C.J.p. 8326] Transportation

Board of Trade of the City of Chicago, Inc., The  
400 S LaSalle St  
Occupation of space  
King (4) O2019-8176  
Referred [C.J.p. 8292] Transportation

Board of Trustees, University of Illinois  
940 W Harrison St  
Bollard  
Sigcho-Lopez (25) O2019-7531  
Referred [C.J.p. 6723] Transportation  
Passed [C.J.p. 7402]

### PUBLIC WAY USAGE

#### Grants of Privilege

Bob's Discount Furniture  
639 W Roosevelt Rd  
Sign  
Thompson (11) O2019-7872  
Direct Introduction Transportation  
Passed [C.J.p. 7403]

Boost Mobile  
4012 W 55th St  
Sign  
Tabares (23) O2019-8227  
Referred [C.J.p. 8306] Transportation

Boost Mobile  
4195 S Archer Ave  
Sign  
Lopez (15) O2019-7515  
Referred [C.J.p. 6713] Transportation  
Passed [C.J.p. 7404]

Boqueria  
801-811 W Fulton Market  
Sign  
Burnett (27) O2019-8248  
Referred [C.J.p. 8310] Transportation

Breakfast Club, Inc., The  
1381 W Hubbard St  
Planter  
Burnett (27) O2019-8246  
Referred [C.J.p. 8310] Transportation

Broadway Cellars  
5900 N Broadway  
Planter  
Osterman (48) O2019-7677  
Referred [C.J.p. 6775] Transportation  
Passed [C.J.p. 7405]

Broadway Loan Company  
22 E Adams St  
Sign  
Reilly (42) O2019-7678  
Referred [C.J.p. 6752] Transportation  
Passed [C.J.p. 7405]



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### PUBLIC WAY USAGE

#### Grants of Privilege

Brother's 7 Food and Liquor 3034 W Roosevelt Rd Security camera Ervin (28)	O2019-7538
Referred [C.J.p. 6730]	Transportation
Passed [C.J.p. 7406]	
Bryn Mawr Sheridan 5556 N Sheridan Rd Roof eave Osterman (48)	O2019-7682
Referred [C.J.p. 6775]	Transportation
Passed [C.J.p. 7407]	
C C Industries, Inc. 168 N Clinton St Flag pole Reilly (42)	O2019-7680
Referred [C.J.p. 6752]	Transportation
Passed [C.J.p. 7422]	
C C Industries, Inc. 168 N Clinton St Handicap ramp Reilly (42)	O2019-7683
Referred [C.J.p. 6752]	Transportation
Passed [C.J.p. 7422]	
Cafe Bionda 1924 S State St Light fixture Dowell (3)	O2019-8173
Referred [C.J.p. 8291]	Transportation
Capital One Cafe 1465 E 53rd St Sign Hairston (5)	O2019-7392
Referred [C.J.p. 6701]	Transportation
Passed [C.J.p. 7408]	
Carniceria La Villa No. 2 5800 W Grand Ave Sign - Permit No. 1140544 Villegas (36)	O2019-7893
Direct Introduction	Transportation
Passed [C.J.p. 7409]	

### PUBLIC WAY USAGE

#### Grants of Privilege

Carniceria La Villa No. 2 5800 W Grand Ave Sign - Permit No. 1140545 Villegas (36)	O2019-7894
Direct Introduction	Transportation
Passed [C.J.p. 7410]	
Carnitas Don Rafa 4597 S Archer Ave Sign Burke (14)	O2019-8196
Referred [C.J.p. 8300]	Transportation
Cascade Investments LLC 3000-3002 N Sheffield Ave Fire escape Tunney (44)	O2019-7596
Referred [C.J.p. 6765]	Transportation
Passed [C.J.p. 7410]	
Cash America Pawn/Gold Star Jewelry & Coin 7046 N Clark St Sign Hadden (49)	O2019-7703
Referred [C.J.p. 6777]	Transportation
Passed [C.J.p. 7411]	
CBA Small Business Development, Inc. 215 E 75th St Planter Sawyer (6)	O2019-7440
Referred [C.J.p. 6702]	Transportation
Passed [C.J.p. 7415]	
CBA Small Business Development, Inc. 302 E 75th St Trash container Sawyer (6)	O2019-7452
Referred [C.J.p. 6702]	Transportation
Passed [C.J.p. 7416]	
CBA Small Business Development, Inc. 457 E 75th St Planter Sawyer (6)	O2019-7442
Referred [C.J.p. 6702]	Transportation
Passed [C.J.p. 7417]	



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#### Grants of Privilege

CBA Small Business Development, Inc.  
511 E 75th St  
Planter  
Sawyer (6) O2019-7443  
Referred [C.J.p. 6702] Transportation  
Passed [C.J.p. 7418]

CBA Small Business Development, Inc.  
555 E 75th St  
Planter  
Sawyer (6) O2019-7445  
Referred [C.J.p. 6702] Transportation  
Passed [C.J.p. 7418]

CBA Small Business Development, Inc.  
647 E 75th St  
Planter  
Sawyer (6) O2019-7446  
Referred [C.J.p. 6702] Transportation  
Passed [C.J.p. 7419]

CBA Small Business Development, Inc.  
792 E 75th St  
Trash container  
Sawyer (6) O2019-7454  
Referred [C.J.p. 6702] Transportation  
Passed [C.J.p. 7420]

CBA Small Business Development, Inc.  
700 E 79th St  
Planter  
Sawyer (6) O2019-7448  
Referred [C.J.p. 6702] Transportation  
Passed [C.J.p. 7421]

CBA Small Business Development, Inc.  
8539 S Cottage Grove Ave  
Planter  
Harris (8) O2019-7464  
Referred [C.J.p. 6706] Transportation  
Passed [C.J.p. 7413]

### PUBLIC WAY USAGE

#### Grants of Privilege

CBA Small Business Development, Inc.  
8686 S Cottage Grove Ave  
Trash container  
Sawyer (6) O2019-7450  
Referred [C.J.p. 6702] Transportation  
Passed [C.J.p. 7414]

CBA Small Business Development, Inc.  
9019 S Cottage Grove Ave  
Trash container  
Harris (8) O2019-7473  
Referred [C.J.p. 6706] Transportation  
Passed [C.J.p. 7414]

CBA Small Development, Inc.  
8201 S Cottage Grove Ave  
Trash container  
Harris (8) O2019-7468  
Referred [C.J.p. 6706] Transportation  
Passed [C.J.p. 7412]

Celeste and Disco  
111 W Hubbard St  
Security camera  
Reilly (42) O2019-7684  
Referred [C.J.p. 6752] Transportation  
Passed [C.J.p. 7423]

Cermak & Wabash Currency Exchange  
67 E Cermak Rd  
Sign  
Dowell (3) O2019-7336  
Referred [C.J.p. 6696] Transportation  
Passed [C.J.p. 7424]

Cerney, Matt  
2113 W Le Moyne St  
Bay window  
Hopkins (2) O2019-7314  
Referred [C.J.p. 6693] Transportation  
Passed [C.J.p. 7425]

Charcoal Delight, Inc.  
3139 W Foster Ave  
Sign  
Rodriguez Sanchez (33) O2019-8285  
Referred [C.J.p. 8320] Transportation



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#### Grants of Privilege

Cheeky Monkey Addison Clark LLC  
3519 N Clark St  
Sign  
Tunney (44) O2019-8351  
Referred [C.J.p. 8332] Transportation  
Chicago Avenue Salon, Ltd.  
1941 W Chicago Ave  
Sign  
La Spata (1) O2019-7244  
Referred [C.J.p. 6691] Transportation  
Passed [C.J.p. 7426]  
Chicago Bar Assn. Condo Assn.  
321 S Plymouth Ct  
Flagpole  
King (4) O2019-8178  
Referred [C.J.p. 8292] Transportation  
Chicago Car Center  
4637-4647 S Kedzie Ave  
Sign  
Burke (14) O2019-7876  
Direct Introduction Transportation  
Passed [C.J.p. 7426]  
Chicago Charter School Foundation  
1816 W Garfield Blvd  
Bridge  
Coleman (16) O2019-7517  
Referred [C.J.p. 6715] Transportation  
Passed [C.J.p. 7427]  
Chicago Mercantile Exchange, Inc.  
20 S Wacker Dr  
Sign  
Reilly (42) O2019-8303  
Referred [C.J.p. 8326] Transportation  
Chicago Tribune Co.  
777 W Chicago Ave  
Occupation of space  
Burnett (27) O2019-7618  
Referred [C.J.p. 6727] Transportation  
Passed [C.J.p. 7428]

### PUBLIC WAY USAGE

#### Grants of Privilege

Childrens Academy of North Shore, Ltd.  
1225 W Morse Ave  
Bicycle rack  
Hadden (49) O2019-7707  
Referred [C.J.p. 6777] Transportation  
Passed [C.J.p. 7429]  
Chipotle Mexican Grill No. 3433  
1025 W Addison St  
Sign  
Tunney (44) O2019-7597  
Referred [C.J.p. 6765] Transportation  
Passed [C.J.p. 7430]  
Chop Suey King  
3135 N Cicero Ave  
Sign  
Cardona, Jr. (31) O2019-7548  
Referred [C.J.p. 6734] Transportation  
Passed [C.J.p. 7431]  
Chopin Theatre, Inc.  
1541-1543 W Division St  
Door swing  
Hopkins (2) O2019-7169  
Referred [C.J.p. 6693] Transportation  
Passed [C.J.p. 7432]  
Chopin Theatre, Inc.  
1541-1543 W Division St  
Fire escape  
Hopkins (2) O2019-7232  
Referred [C.J.p. 6693] Transportation  
Passed [C.J.p. 7432]  
Chuck's Pizza  
10121 S Western Ave  
Sign  
O'Shea (19) O2019-7554  
Referred [C.J.p. 6717] Transportation  
Passed [C.J.p. 7433]  
Church of Scientology of Illinois  
650 S Clark St  
Sign  
King (4) O2019-8179  
Referred [C.J.p. 8292] Transportation



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#### Grants of Privilege

Cicero Archer Currency Exchange, Inc.		
5354 S Archer Ave		
Security camera		
Burke (14)	O2019-8198	
Referred [C.J.p. 8300]	Transportation	
Clark Street Ale House		
742 N Clark St		
Security camera		
Hopkins (2)	O2019-7234	
Referred [C.J.p. 6693]	Transportation	
Passed [C.J.p. 7434]		
Club Lago		
331 W Superior St		
Vault		
Reilly (42)	O2019-7686	
Referred [C.J.p. 6753]	Transportation	
Passed [C.J.p. 7435]		
Commonwealth Edison		
743 E 50th Pl		
Bollard		
King (4)	O2019-7354	
Referred [C.J.p. 6698]	Transportation	
Passed [C.J.p. 7351]		
Commonwealth Edison		
743 E 50th Pl		
Occupation of space		
King (4)	O2019-7357	
Referred [C.J.p. 6698]	Transportation	
Passed [C.J.p. 7352]		
Corcoran's Grill & Pub		
1615 N Wells St		
Light fixture		
Hopkins (2)	O2019-8161	
Referred [C.J.p. 8289]	Transportation	
Corcoran's Grill & Pub		
1615 N Wells St		
Step		
Hopkins (2)	O2019-8163	
Referred [C.J.p. 8289]	Transportation	

### PUBLIC WAY USAGE

#### Grants of Privilege

Cosmetic Auto Trim & Glass, Inc.		
6166 N Northwest Hwy		
Sign		
Napolitano (41)	O2019-7897	
Direct Introduction	Transportation	
Passed [C.J.p. 7435]		
Crash Champions LLC		
5350-5354 W Belmont Ave		
Sign		
Reboyas (30)	O2019-8264	
Referred [C.J.p. 8317]	Transportation	
Crio Restaurant		
2506-2508 N Clybourn Ave		
Sign		
Waguespack (32)	O2019-7561	
Referred [C.J.p. 6737]	Transportation	
Passed [C.J.p. 7436]		
Damato, Victor		
509 N May St		
Garbage enclosure		
Burnett (27)	O2019-8250	
Referred [C.J.p. 8310]	Transportation	
Damato, Victor		
509 N May St		
Staircase		
Burnett (27)	O2019-8251	
Referred [C.J.p. 8310]	Transportation	
Damen 4 Management of Illinois LLC		
1335 S Michigan Ave		
Sign		
Dowell (3)	O2019-7868	
Direct Introduction	Transportation	
Passed [C.J.p. 7437]		
dd's Discounts		
3925 N Cicero Ave		
Sign		
Gardiner (45)	O2019-7647	
Referred [C.J.p. 6769]	Transportation	
Passed [C.J.p. 7438]		



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#### Grants of Privilege

Del Prado LLC  
5301 S Hyde Park Blvd  
Fire escape  
Hairston (5) O2019-8180  
Referred [C.J.p. 8293] Transportation  
DePaul University  
14 E Jackson Blvd  
Vault  
Reilly (42) O2019-8306  
Referred [C.J.p. 8327] Transportation  
Dinkel's Bakery, Inc.  
3329 N Lincoln Ave  
Banner  
Martin (47) O2019-7681  
Referred [C.J.p. 6771] Transportation  
Passed [C.J.p. 7439]  
Distilled Chicago  
1480 W Webster Ave  
Flagpole  
Hopkins (2) O2019-7235  
Referred [C.J.p. 6693] Transportation  
Passed [C.J.p. 7439]  
Distilled Chicago  
1480 W Webster Ave  
Sign  
Hopkins (2) O2019-7298  
Referred [C.J.p. 6693] Transportation  
Passed [C.J.p. 7440]  
Dollar General No. 20597  
7443 S Racine Ave  
Sign  
Moore (17) O2019-7532  
Referred [C.J.p. 6716] Transportation  
Passed [C.J.p. 7441]  
Dollar Tree  
7158 S Stony Island Ave  
Sign  
Mitchell (7) O2019-8183  
Referred [C.J.p. 8295] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

Dollar Tree No. 644  
5616 W Belmont Ave  
Sign  
Reboyas (30) O2019-8266  
Referred [C.J.p. 8317] Transportation  
Dominos  
5410 W Devon Ave  
Sign  
Napolitano (41) O2019-7588  
Referred [C.J.p. 6750] Transportation  
Passed [C.J.p. 7442]  
Dryhop Brewers  
3155-3159 N Broadway  
Sign  
Tunney (44) O2019-7599  
Referred [C.J.p. 6765] Transportation  
Passed [C.J.p. 7443]  
Dunkin Donuts  
2337 N Cicero Ave  
Sign  
Cardona, Jr. (31) O2019-8270  
Referred [C.J.p. 8318] Transportation  
Dynaprop XVIII: State Street LLC  
1900 S State St  
Sign  
Dowell (3) O2019-7338  
Referred [C.J.p. 6697] Transportation  
Passed [C.J.p. 7443]  
East Bank Storage - Ohio and Kingbury  
429 W Ohio St  
Security camera  
Reilly (42) O2019-7691  
Referred [C.J.p. 6753] Transportation  
Passed [C.J.p. 7445]  
East Bank Storage - Ohio and Kingsbury  
429 W Ohio St  
Fire escape  
Reilly (42) O2019-7690  
Referred [C.J.p. 6753] Transportation  
Passed [C.J.p. 7444]



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#### Grants of Privilege

East Bellevue Owner LLC		
21 E Bellevue Pl		
Caisson		
Reilly (42)	O2019-7695	
Referred [C.J.p. 6753]	Transportation	
Passed [C.J.p. 7446]		
East Bellevue Owner LLC		
21 E Bellevue Pl		
Vault		
Reilly (42)	O2019-7699	
Referred [C.J.p. 6753]	Transportation	
Passed [C.J.p. 7447]		
East-West University		
829 S Wabash Ave		
Planter		
King (4)	O2019-7358	
Referred [C.J.p. 6698]	Transportation	
Passed [C.J.p. 7447]		
Eataly		
43 E Ohio St		
Banner		
Reilly (42)	O2019-8307	
Referred [C.J.p. 8327]	Transportation	
Eataly		
43 E Ohio St		
Sign		
Reilly (42)	O2019-8308	
Referred [C.J.p. 8327]	Transportation	
Eataly		
43 E Ohio St		
Wind screen		
Reilly (42)	O2019-8309	
Referred [C.J.p. 8327]	Transportation	
Eddie V's Wild Fish		
521 N Rush St		
Sign		
Reilly (42)	O2019-7701	
Referred [C.J.p. 6753]	Transportation	
Passed [C.J.p. 7448]		

### PUBLIC WAY USAGE

#### Grants of Privilege

Electric Hotel		
222 W Ontario St		
Duct		
Reilly (42)	O2019-7623	
Referred [C.J.p. 6753]	Transportation	
Passed [C.J.p. 7449]		
Elvis Beauty Salon and Spa LLC		
4210 W 26th St		
Sign		
Rodriguez (22)	O2019-7879	
Direct Introduction	Transportation	
Passed [C.J.p. 7450]		
Engel & Volkers		
2401 N Clark St		
Sign		
Smith (43)	O2019-7627	
Referred [C.J.p. 6763]	Transportation	
Passed [C.J.p. 7451]		
EPIC Stylz		
330 N Central Ave		
Sign		
Taliaferro (29)	O2019-7541	
Referred [C.J.p. 6732]	Transportation	
Passed [C.J.p. 7451]		
Esencia Urban Kitchen		
3351 N Broadway		
Door swing		
Tunney (44)	O2019-7600	
Referred [C.J.p. 6765]	Transportation	
Passed [C.J.p. 7452]		
Estrella Negra		
2346 W Fullerton Ave		
Sign		
Waguespack (32)	O2019-7563	
Referred [C.J.p. 6737]	Transportation	
Passed [C.J.p. 7453]		
Extra Value Food & Liquor		
6257 S Ashland Ave		
Fire shutter		
Coleman (16)	O2019-8201	
Referred [C.J.p. 8302]	Transportation	



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Grants of Privilege

Extra Value Food & Liquor	
6257 S Ashland Ave	
Security camera	
Coleman (16)	O2019-8203
Referred [C.J.p. 8302]	Transportation
Eyeconic	
1647 N Damen Ave	
Sign	
Hopkins (2)	O2019-7300
Referred [C.J.p. 6693]	Transportation
Passed [C.J.p. 7454]	
EZPAWN	
3711 W Fullerton Ave	
Sign	
Ramirez-Rosa (35)	O2019-8290
Referred [C.J.p. 8321]	Transportation
EZPawn Illinois	
5456 W Belmont Ave	
Sign	
Reboyas (30)	O2019-8267
Referred [C.J.p. 8317]	Transportation
Fairfield Inn	
216 E Ontario St	
Bay window	
Reilly (42)	O2019-7702
Referred [C.J.p. 6753]	Transportation
Passed [C.J.p. 7455]	
Family Dollar No. 3895	
6611 S Halsted St	
Sign	
Sawyer (6)	O2019-7457
Referred [C.J.p. 6702]	Transportation
Passed [C.J.p. 7455]	
Family Dollar No. 5002	
100 S Laramie Ave	
Fire shutter	
Taliaferro (29)	O2019-7542
Referred [C.J.p. 6732]	Transportation
Passed [C.J.p. 7456]	

**PUBLIC WAY USAGE**

Grants of Privilege

Family Dollar No. 6083	
4425 S Cottage Grove Ave	
Sliding security gate	
King (4)	O2019-7364
Referred [C.J.p. 6698]	Transportation
Passed [C.J.p. 7457]	
Family Dollar No. 7726	
3217 W North Ave	
Sign	
Maldonado (26)	O2019-7881
Referred	Transportation
Passed [C.J.p. 7458]	
Family Dollar Store No. 6944	
2610 W 71st St	
Fire shutter	
Moore (17)	O2019-7535
Referred [C.J.p. 6716]	Transportation
Passed [C.J.p. 7459]	
Family Dollar Store No. 7057	
1615 W 59th St	
Light fixture	
Lopez (15)	O2019-7519
Referred [C.J.p. 6713]	Transportation
Passed [C.J.p. 7459]	
Family Dollar Store No. 7057	
1615 W 59th St	
Sliding security gate	
Lopez (15)	O2019-7520
Referred [C.J.p. 6713]	Transportation
Passed [C.J.p. 7460]	
FFC - Old Town	
1235 N LaSalle Dr	
Banner	
Hopkins (2)	O2019-7303
Referred [C.J.p. 6693]	Transportation
Passed [C.J.p. 7461]	



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### PUBLIC WAY USAGE

#### Grants of Privilege

Fifth Third Bank

837 W North Ave

Planter

Hopkins (2)

O2019-7302

Referred [C.J.p. 6694]

Transportation

Passed [C.J.p. 7462]

Fireside Bowl, Inc.

2646 W Fullerton Ave

Sign

La Spata (1)

O2019-7865

Direct Introduction

Transportation

Passed [C.J.p. 7463]

Fishguy Market, The

4423 N Elston Ave

Planter

Nugent (39)

O2019-7610

Referred [C.J.p. 6747]

Transportation

Passed [C.J.p. 7463]

Floyd's 99 Barbershop

2572 N Clark St

Light pole

Smith (43)

O2019-7629

Referred [C.J.p. 6763]

Transportation

Passed [C.J.p. 7464]

FMW Holdings LLC

1114 W Fulton Market

Occupation of space

Burnett (27)

O2019-8252

Referred [C.J.p. 8310]

Transportation

Foto Quetzal

2419 N Milwaukee Ave

Sign

La Spata (1)

O2019-8145

Referred [C.J.p. 8286]

Transportation

Francois Frankie

222 W Randolph St

Sign

Reilly (42)

O2019-7705

Referred [C.J.p. 6753]

Transportation

Passed [C.J.p. 7466]

### PUBLIC WAY USAGE

#### Grants of Privilege

Frederick Fox

6439 N Navajo Ave

Occupation of space

Napolitano (41)

O2019-7589

Referred [C.J.p. 6750]

Transportation

Passed [C.J.p. 7465]

Fresco Pasta

3706 W Armitage Ave

Sign

Maldonado (26)

O2019-7883

Direct Introduction

Transportation

Passed [C.J.p. 7467]

Fresenius Medical Care Polk Dialysis

557 W Polk St

Sign

Sigcho-Lopez (25)

O2019-7546

Referred [C.J.p. 6723]

Transportation

Passed [C.J.p. 7467]

Freshii

50 E Washington St

Sign

Reilly (42)

O2019-7706

Referred [C.J.p. 6753]

Transportation

Passed [C.J.p. 7468]

Friedman Properties LTD as agent for Goodman-

Friedman LLC

150 N Dearborn St

Cornice

Reilly (42)

O2019-7712

Referred [C.J.p. 6753]

Transportation

Passed [C.J.p. 7354]

Friedman Properties Ltd as Agent for Goodman-

Friedman LLC

150 N Dearborn St

Roof eave

Reilly (42)

O2019-7714

Referred [C.J.p. 6754]

Transportation

Passed [C.J.p. 7354]



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### PUBLIC WAY USAGE

#### Grants of Privilege

Friedman Properties Ltd as agent for Goodman-Friedman LLC  
150 N Dearborn St  
Steel sheet piling  
Reilly (42) O2019-7717  
Referred [C.J.p. 6754] Transportation  
Passed [C.J.p. 7355]  
Fruteria San Jose  
1748 W Chicago Ave  
Security camera  
La Spata (1) O2019-7246  
Referred [C.J.p. 6691] Transportation  
Passed [C.J.p. 7469]  
Fulton Grace Realty  
1448 N Western Ave  
Sign  
La Spata (1) O2019-8149  
Referred [C.J.p. 8287] Transportation  
Furious Spoon  
1316 W 18th St  
Sign  
Sigcho-Lopez (25) O2019-7555  
Referred [C.J.p. 6723] Transportation  
Passed [C.J.p. 7470]  
Gaijin Japanese Restaurant  
952 W Lake St  
Sign  
Burnett (27) O2019-7620  
Referred [C.J.p. 6727] Transportation  
Passed [C.J.p. 7471]  
Garcia's, Inc.  
4756-4760 N Lincoln Ave  
Sign  
Martin (47) O2019-7911  
Direct Introduction Transportation  
Passed [C.J.p. 7472]

### PUBLIC WAY USAGE

#### Grants of Privilege

Gardner School Lincoln Park, The  
2850 N Lincoln Ave  
Sign  
Waguespack (32) O2019-7567  
Referred [C.J.p. 6737] Transportation  
Passed [C.J.p. 7474]  
Gardner School, The  
1612 W North Ave  
Light fixture  
Waguespack (32) O2019-7564  
Referred [C.J.p. 6737] Transportation  
Passed [C.J.p. 7473]  
Garza, Edwardo  
8860 S Hamilton Ave  
Fence  
O'Shea (19) O2019-7556  
Referred [C.J.p. 6717] Transportation  
Passed [C.J.p. 7474]  
GDT Properties  
2900 W 63rd St  
Sign  
Coleman (16) O2019-7526  
Referred [C.J.p. 6715] Transportation  
Passed [C.J.p. 7470]  
GFP Alliance Chicago LLC  
815 W Pershing Rd  
Fence  
Thompson (11) O2019-7494  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7475]  
Giordano's on Rush  
730 N Rush St  
Sign  
Reilly (42) O2019-7725  
Referred [C.J.p. 6754] Transportation  
Passed [C.J.p. 7476]



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### PUBLIC WAY USAGE

#### Grants of Privilege

Giordano's on Rush

730 N Rush St

Sign

Reilly (42)

O2019-7728

Referred [C.J.p. 6754]

Transportation

Passed [C.J.p. 7477]

Giordano's on Rush

740 N Rush St

Light Fixture

Reilly (42)

O2019-7721

Referred [C.J.p. 6754]

Transportation

Passed [C.J.p. 7478]

Giordano's on Rush

740 N Rush St

Window and frame

Reilly (42)

O2019-7730

Referred [C.J.p. 6754]

Transportation

Passed [C.J.p. 7479]

Giordano's Pizza

5311 S Blackstone Ave

Grease trap

Hairston (5)

O2019-7394

Referred [C.J.p. 6701]

Transportation

Passed [C.J.p. 7479]

Glazier Project LLC - Bridgeport

3100-3108 S Halsted St

Door swing

Thompson (11)

O2019-7495

Referred [C.J.p. 6709]

Transportation

Passed [C.J.p. 7356]

Glenn's Diner

1820-1822 W Montrose Ave

Light fixture

Martin (47)

O2019-7685

Referred [C.J.p. 6772]

Transportation

Passed [C.J.p. 7480]

### PUBLIC WAY USAGE

#### Grants of Privilege

Glenn's Diner

1820-1822 W Montrose Ave

Wind screen

Martin (47)

O2019-7687

Referred [C.J.p. 6772]

Transportation

Passed [C.J.p. 7481]

Glitz Car Wash

4521 W Grand Ave

Sign

Mitts (37)

O2019-7895

Direct Introduction

Transportation

Passed [C.J.p. 7482]

Go Grocer No. 1

2060 W North Ave

Sign

Hopkins (2)

O2019-7866

Direct Introduction

Transportation

Passed [C.J.p. 7483]

Goddess and the Baker Grand LLC

44 E Grand Ave

Sign

Reilly (42)

O2019-7906

Direct Introduction

Transportation

Passed [C.J.p. 7483]

Goose Island Beer Co.

1800 W Fulton St

Light fixture

Burnett (27)

O2019-8254

Referred [C.J.p. 8310]

Transportation

Gordon's Ace Hardware - Norwood Park

5907 N Northwest Hwy

Sign

Napolitano (41)

O2019-7898

Direct Introduction

Transportation

Passed [C.J.p. 7484]

GW North and Western LLC

2356 W North Ave

Planter

Waguespack (32)

O2019-8273

Referred [C.J.p. 8318]

Transportation



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Grants of Privilege

Halsted and 119th Currency Exchange, Inc.  
11932 S Halsted St  
Sign  
Austin (34) O2019-8289  
Referred [C.J.p. 8320] Transportation  
Hans Kief  
642 N Clark St  
Vault  
Reilly (42) O2019-8310  
Referred [C.J.p. 8327] Transportation  
Happy Food - Liquor  
7901 S Cottage Grove Ave  
Sign  
Harris (8) O2019-7152  
Referred [C.J.p. 6706] Transportation  
Passed [C.J.p. 7485]  
Har-Hig Properties LLC  
7150-7154 W Higgins Ave  
Light fixture  
Napolitano (41) O2019-7591  
Referred [C.J.p. 6750] Transportation  
Passed [C.J.p. 7486]  
Harmony Management  
3359 N Southport Ave  
Ramp  
Tunney (44) O2019-7602  
Referred [C.J.p. 6765] Transportation  
Passed [C.J.p. 7487]  
Haymarket Apartments Joint Venture LP  
20 N Sangamon St  
Sign  
Sigcho-Lopez (25) O2019-7569  
Referred [C.J.p. 6724] Transportation  
Passed [C.J.p. 7487]  
Haymarket Apartments Joint Venture LP  
939 W Washington Blvd  
Sign  
Sigcho-Lopez (25) O2019-7566  
Referred [C.J.p. 6724] Transportation  
Passed [C.J.p. 7488]

**PUBLIC WAY USAGE**

Grants of Privilege

Hecate Energy Randolph LLC  
621-623 W Randolph St  
Fire escape  
Reilly (42) O2019-8311  
Referred [C.J.p. 8327] Transportation  
Hidden Cove, The  
5338 N Lincoln Ave  
Sign  
Vasquez, Jr. (40) O2019-7896  
Direct Introduction Transportation  
Passed [C.J.p. 7489]  
Hines/McCaffery Condo Manager LLC  
2350 N Orchard St  
Light fixture  
Smith (43) O2019-7632  
Referred [C.J.p. 6763] Transportation  
Passed [C.J.p. 7490]  
Historic Stand, LP Holsten Real Estate  
6321 S Cottage Grove Ave  
Door swing  
Taylor (20) O2019-8213  
Referred [C.J.p. 8304] Transportation  
HM Esquire Cleaners  
6825 S Western Ave  
Sign  
Moore (17) O2019-7537  
Referred [C.J.p. 6716] Transportation  
Passed [C.J.p. 7491]  
Holsten Real Estate Development Corp.  
459 W Division St  
Park bench  
Burnett (27) O2019-8255  
Referred [C.J.p. 8310] Transportation  
Home Run Inn Pizzeria  
4254 W 31st St  
Sign  
Rodriguez (22) O2019-7521  
Referred [C.J.p. 6720] Transportation  
Passed [C.J.p. 7491]



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### PUBLIC WAY USAGE

#### Grants of Privilege

Homeservices of Illinois LLC

1800 N Clybourn Ave

Sign

Hopkins (2)

O2019-7867

Direct Introduction

Transportation

Passed [C.J.p. 7492]

Hops and Barley

4359 N Milwaukee Ave

Light fixture

Gardiner (45)

O2019-7654

Referred [C.J.p. 6769]

Transportation

Passed [C.J.p. 7493]

House of Biryani

2306 W Devon Ave

Security camera

Silverstein (50)

O2019-8369

Referred [C.J.p. 8339]

Transportation

Hyatt Place Chicago Downtown the Loop

28 N Franklin St

Planter

Reilly (42)

O2019-7727

Referred [C.J.p. 6754]

Transportation

Passed [C.J.p. 7494]

I 57 Gulf

9901-9909 S Halsted St

Sign

Austin (34)

O2019-7587

Referred [C.J.p. 6742]

Transportation

Passed [C.J.p. 7495]

Ike's Liquors

1554 W 95th St

Security camera

Brookins (21)

O2019-7514

Referred [C.J.p. 6720]

Transportation

Passed [C.J.p. 7496]

IL-Tribune Tower LLC

435 N Michigan Ave

Pipe

Reilly (42)

O2019-8312

Referred [C.J.p. 8327]

Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

IL-Tribune Tower LLC

435 N Michigan Ave

Vault

Reilly (42)

O2019-8313

Referred

[C.J.p. 8327]

Transportation

Inn, The

409 E 71st St

Sign

Sawyer (6)

O2019-7458

Referred

[C.J.p. 6702]

Transportation

Passed

[C.J.p. 7497]

Insight Studios

1062 N Milwaukee Ave

Sign

Hopkins (2)

O2019-7305

Referred

[C.J.p. 6694]

Transportation

Passed

[C.J.p. 7498]

Interpark

230 W Washington St

Banner

Reilly (42)

O2019-7732

Referred

[C.J.p. 6754]

Transportation

Passed

[C.J.p. 7498]

IS Food & Liquor

1025 W 63rd St

Fire shutter

Coleman (16)

O2019-7528

Referred

[C.J.p. 6715]

Transportation

Passed

[C.J.p. 7495]

IX-CHEL I Dream in Color Frozen Delights

4968 N Milwaukee Ave

Banner

Gardiner (45)

O2019-7662

Referred

[C.J.p. 6769]

Transportation

Passed

[C.J.p. 7499]

JCYS Iris and Steven Podolsky Family Center

2112 W Lawrence Ave

Banner

Martin (47)

O2019-7689

Referred

[C.J.p. 6772]

Transportation

Passed

[C.J.p. 7500]



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#### Grants of Privilege

JM Bee LLC Flower Box  
2456 N California Ave  
Bay window  
La Spata (1) O2019-7248  
Referred [C.J.p. 6691] Transportation  
Passed [C.J.p. 7501]  
Johnson's Real Ice Cream  
2951 N Broadway  
Amend - Permit No. 1134534  
Tunney (44) O2019-7744  
Referred [C.J.p. 6766] Transportation  
Passed [C.J.p. 7664]  
Jordan Automotive, Inc.  
3689-3691 W Grand Ave  
Sign  
Burnett (27) O2019-7885  
Direct Introduction Transportation  
Passed [C.J.p. 7501]  
Jordan Automotive, Inc.  
3715 W Grand Ave  
Sign  
Burnett (27) O2019-7884  
Direct Introduction Transportation  
Passed [C.J.p. 7502]  
Jordan Mozer & Associates  
320 N Laflin St  
Sculpture  
Burnett (27) O2019-7626  
Referred [C.J.p. 6727] Transportation  
Passed [C.J.p. 7504]  
Jordan Mozer & Associates Ltd  
320 N Laflin St  
Security camer  
Burnett (27) O2019-7624  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7505]

### PUBLIC WAY USAGE

#### Grants of Privilege

Jordan Mozer & Associates, LTD  
320 N Laflin St  
Light fixture  
Burnett (27) O2019-7622  
Referred [C.J.p. 6727] Transportation  
Passed [C.J.p. 7503]  
Jovial Club  
9615 S Commercial Ave  
Security camera  
Sadlowski Garza (10) O2019-7486  
Referred [C.J.p. 6708] Transportation  
Passed [C.J.p. 7505]  
JPMorgan Chase Bank, N.A.  
4809 S Ashland Ave  
Sign  
Taylor (20) O2019-7878  
Referred Transportation  
Passed [C.J.p. 7506]  
Justfoodfordogs LLC  
1983 N Clybourn Ave  
Sign  
Hopkins (2) O2019-7308  
Referred [C.J.p. 6694] Transportation  
Passed [C.J.p. 7507]  
Keystone Printing Chicago, Inc.  
2451 N Harlem Ave  
Sign  
Taliaferro (29) O2019-7545  
Referred [C.J.p. 6732] Transportation  
Passed [C.J.p. 7508]  
Khalil's Food & Liquor  
146 W 103rd St  
Fire shutter  
Beale (9) O2019-7480  
Referred [C.J.p. 6707] Transportation  
Passed [C.J.p. 7509]  
Kirkwood Bar & Grill  
2934-2936 N Sheffield Ave  
Light fixture  
Tunney (44) O2019-8353  
Referred [C.J.p. 8332] Transportation



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#### Grants of Privilege

Kirkwood Bar and Grill		
2934-2936 N Sheffield Ave		
Flag pole		
Tunney (44)	O2019-8352	
Referred [C.J.p. 8332]	Transportation	
Kit Kat Lounge and Restaurant		
3700 N Halsted St		
Sculpture		
Cappleman (46)	O2019-7670	
Referred [C.J.p. 6770]	Transportation	
Passed [C.J.p. 7510]		
Kriser's Feeding Pets for Liffe		
1033 W Belmont Ave		
Sign		
Tunney (44)	O2019-8354	
Referred [C.J.p. 8332]	Transportation	
Kriser's For Your Pet's All-Natural Life		
356 E Ohio St		
Sign		
Reilly (42)	O2019-8314	
Referred [C.J.p. 8327]	Transportation	
L&M Properties		
1209 W Nelson St		
Step		
Waguespack (32)	O2019-8275	
Referred [C.J.p. 8318]	Transportation	
La Bomba Restaurant		
3221 W Armitage Ave		
Security camera		
Maldonado (26)	O2019-7524	
Referred [C.J.p. 6725]	Transportation	
Passed [C.J.p. 7510]		
La Estrella		
3835 W 26th St		
Sign		
Rodriguez (22)	O2019-7516	
Referred [C.J.p. 6720]	Transportation	
Passed [C.J.p. 7511]		

### PUBLIC WAY USAGE

#### Grants of Privilege

La Gozadera Latin Restaurant & Bar		
2542 W Peterson Ave		
Sign		
Vasquez, Jr. (40)	O2019-7617	
Referred [C.J.p. 6749]	Transportation	
Passed [C.J.p. 7512]		
Lakeshore Interactive LLC		
21 W Illinois St		
Sign		
Reilly (42)	O2019-7903	
Direct Introduction	Transportation	
Passed [C.J.p. 7513]		
Lakeview Chamber of Commerce		
3008-3024 N Lincoln Ave		
Park bench		
Waguespack (32)	O2019-8277	
Referred [C.J.p. 8319]	Transportation	
Lakeview Chamber of Commerce		
3011-3071 N Lincoln Ave		
Park bench		
Waguespack (32)	O2019-8279	
Referred [C.J.p. 8319]	Transportation	
Land Trust 310011		
43 E Burton Pl		
Roof eave		
Smith (43)	O2019-7633	
Referred [C.J.p. 6763]	Transportation	
Passed [C.J.p. 7513]		
Laramie Bakery & Deli		
3012-3014 N Laramie Ave		
Sign		
Cardona, Jr. (31)	O2019-7549	
Referred [C.J.p. 6734]	Transportation	
Passed [C.J.p. 7514]		
Las Carnitas Urupan		
2813-2815 W 55th St		
Sign		
Coleman (16)	O2019-7796	
Direct Introduction	Transportation	
Passed [C.J.p. 7515]		



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#### Grants of Privilege

Las Tablas on Lincoln  
2942-2944 N Lincoln Ave  
Sign  
Waguespack (32) O2019-7573  
Referred [C.J.p. 6737] Transportation  
Passed [C.J.p. 7516]  
Late Bar  
3534 W Belmont Ave  
Door swing  
Ramirez-Rosa (35) O2019-8291  
Referred [C.J.p. 8321] Transportation  
Levi's Store, The  
1552 N Milwaukee Ave  
Sign  
La Spata (1) O2019-7251  
Referred [C.J.p. 6691] Transportation  
Passed [C.J.p. 7517]  
Life Changers International Church  
1337 W 15th St  
Bay window  
Sigcho-Lopez (25) O2019-7570  
Referred [C.J.p. 6724] Transportation  
Passed [C.J.p. 7517]  
Lifeline Productions, Inc.  
6912 N Glenwood Ave  
Sign  
Hadden (49) O2019-7914  
Direct Introduction Transportation  
Passed [C.J.p. 7518]  
Lincoln Flats LLC  
3901 N Lincoln Ave  
Bay Window  
Martin (47) O2019-7693  
Referred [C.J.p. 6772] Transportation  
Passed [C.J.p. 7519]  
Lincoln Park Chamber of Commerce  
2662 N Clark St  
Sculpture-Public Art  
Smith (43) O2019-7636  
Referred [C.J.p. 6764] Transportation  
Passed [C.J.p. 7520]

### PUBLIC WAY USAGE

#### Grants of Privilege

Lincoln Park Chamber of Commerce  
2468 N Lincoln Ave  
Sign  
Smith (43) O2019-7908  
Direct Introduction Transportation  
Passed [C.J.p. 7521]  
Liquor Depot  
5114 S Knox Ave  
Sign  
Burke (14) O2019-7874  
Direct Introduction Transportation  
Passed [C.J.p. 7521]  
Liquorama  
4430 S Kedzie Ave  
Sign  
Burke (14) O2019-7873  
Referred Transportation  
Passed [C.J.p. 7522]  
Lock Up Storage Centers, The  
1930 N Clybourn Ave  
Sign  
Hopkins (2) O2019-7310  
Referred [C.J.p. 6694] Transportation  
Passed [C.J.p. 7523]  
Loft  
662 W Diversey Pkwy  
Sign  
Tunney (44) O2019-7603  
Referred [C.J.p. 6766] Transportation  
Passed [C.J.p. 7524]  
Logan Square Dental Group  
2649 W Division St  
Sign  
Maldonado (26) O2019-7527  
Referred [C.J.p. 6725] Transportation  
Passed [C.J.p. 7524]  
Loretto Hospital  
645 S Central Ave  
Pipe  
Taliaferro (29) O2019-8262  
Referred [C.J.p. 8316] Transportation



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#### Grants of Privilege

Lou and Grey No. 4506 3442 N Southport Ave Light fixture Tunney (44)	O2019-7604
Referred [C.J.p. 6766] Passed [C.J.p. 7525]	Transportation
Lululemon USA, Inc. 938-944 W North Ave Sign Hopkins (2)	O2019-7312
Referred [C.J.p. 6694] Passed [C.J.p. 7526]	Transportation
Lynamy Beauty Supply 4925 N Broadway Sign Osterman (48)	O2019-7697
Referred [C.J.p. 6776] Passed [C.J.p. 7527]	Transportation
Maaco Collision Center 4722 W Harrison St Sign Scott, Jr. (24)	O2019-7522
Referred [C.J.p. 6722] Passed [C.J.p. 7528]	Transportation
Mables Table 1653-1655 W Cortland St Sign Waguespack (32)	O2019-7891
Direct Introduction Passed [C.J.p. 7529]	Transportation
Mac Management Company, Inc. 640 N LaSalle Dr Planter Reilly (42)	O2019-7751
Referred [C.J.p. 6755] Passed [C.J.p. 7529]	Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

MAC Property Management 5454 S Shore Dr Landscape fence Hairston (5)	O2019-7418
Referred [C.J.p. 6701] Passed [C.J.p. 7530]	Transportation
Mac Property Management LLC 1440 E 52nd St Banner King (4)	O2019-7366
Referred [C.J.p. 6698] Passed [C.J.p. 7533]	Transportation
MAC Property Management LLC 1515 E 54th St Banner Hairston (5)	O2019-7415
Referred [C.J.p. 6701] Passed [C.J.p. 7534]	Transportation
MAC Property Management LLC 5355-5361 S Cottage Grove Ave Banner Hairston (5)	O2019-7400
Referred [C.J.p. 6701] Passed [C.J.p. 7531]	Transportation
MAC Property Management LLC 5401-5409 S Cottage Grove Ave Banner Hairston (5)	O2019-7403
Referred [C.J.p. 6701] Passed [C.J.p. 7532]	Transportation
MAC Property Management LLC 5201-5209 S Greenwood Ave Banner Hairston (5)	O2019-7408
Referred [C.J.p. 6701] Passed [C.J.p. 7533]	Transportation
Macerich Management 55 E Grand Ave Sign Reilly (42)	O2019-8321
Referred [C.J.p. 8328]	Transportation



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Grants of Privilege

Macerich Management		
55 E Grand Ave		
Sign		
Reilly (42)	O2019-8322	
Referred [C.J.p. 8328]	Transportation	
Macerich Management		
520 N Michigan Ave		
Arch		
Reilly (42)	O2019-8315	
Referred [C.J.p. 8327]	Transportation	
Macerich Management		
520 N Michigan Ave		
Building Projection (Decorative Fin)		
Reilly (42)	O2019-8316	
Referred [C.J.p. 8327]	Transportation	
Macerich Management		
520 N Michigan Ave		
Door swing		
Reilly (42)	O2019-8317	
Referred [C.J.p. 8328]	Transportation	
Macerich Management		
520 N Michigan Ave		
Planter		
Reilly (42)	O2019-8319	
Referred [C.J.p. 8328]	Transportation	
Macerich Management		
520 N Michigan Ave		
Security camera		
Reilly (42)	O2019-8320	
Referred [C.J.p. 8328]	Transportation	
Macerich Management		
520 N Michigan Ave		
Vault		
Reilly (42)	O2019-8323	
Referred [C.J.p. 8328]	Transportation	
Macerich Managemet		
520 N Michigan Ave		
Permanent enclosure		
Reilly (42)	O2019-8318	
Referred [C.J.p. 8328]	Transportation	

**PUBLIC WAY USAGE**

Grants of Privilege

Marc Realty		
11 E Adams St		
Vault		
Reilly (42)	O2019-8324	
Referred [C.J.p. 8328]	Transportation	
Marc Realty Residential LLC/Chicago Apartment Finders		
7255 N Bell Ave		
Fence		
Hadden (49)	O2019-7710	
Referred [C.J.p. 6777]	Transportation	
Passed [C.J.p. 7535]		
Mariano's No. 8522		
5201 N Sheridan Rd		
Sign		
Osterman (48)	O2019-7912	
Direct Introduction	Transportation	
Passed [C.J.p. 7358]		
Marquette Frame & Wheel, Inc.		
2348 W 59th St		
Sign		
Coleman (16)	O2019-7530	
Referred [C.J.p. 6715]	Transportation	
Passed [C.J.p. 7536]		
Mather's More Than A Cafe		
7134 W Higgins Ave		
Sign		
Napolitano (41)	O2019-7593	
Referred [C.J.p. 6750]	Transportation	
Passed [C.J.p. 7537]		
Max' Food & Liquor 1		
3550 N Austin Ave		
Sign		
Villegas (36)	O2019-7594	
Referred [C.J.p. 6745]	Transportation	
Passed [C.J.p. 7538]		



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### Grants of Privilege

Mayan Palace		
2721 N Halsted St		
Sign		
Smith (43)		O2019-7643
Referred	[C.J.p. 6764]	Transportation
Passed	[C.J.p. 7538]	
MB Financial Bank		
4800 N Western Ave		
Sign		
Vasquez, Jr. (40)		O2019-8294
Referred	[C.J.p. 8323]	Transportation
MBC Mobile 1		
5959 W Fullerton Ave		
Sign		
Villegas (36)		O2019-7598
Referred	[C.J.p. 6745]	Transportation
Passed	[C.J.p. 7539]	
McClurg Court Center		
333 E Ontario St		
Planter		
Reilly (42)		O2019-8325
Referred	[C.J.p. 8328]	Transportation
McDonald's		
4038 W Belmont Ave		
Sign		
Reboyas (30)		O2019-7571
Referred	[C.J.p. 6733]	Transportation
Passed	[C.J.p. 7540]	
McDonald's		
10 E Chicago Ave		
Sign		
Reilly (42)		O2019-7734
Referred	[C.J.p. 6755]	Transportation
Passed	[C.J.p. 7734]	
McDonald's		
203 N LaSalle St		
Sign		
Reilly (42)		O2019-7735
Referred	[C.J.p. 6755]	Transportation
Passed	[C.J.p. 7541]	

McDonald's No. 335		
5733 S Kedzie Ave		
Sign		
Burke (14)		O2019-8199
Referred [C.J.p. 8300]		Transportation
McGee's Tavern and Grille		
950 W Webster Ave		
Light fixture		
Smith (43)		O2019-7645
Referred [C.J.p. 6764]		Transportation
Passed [C.J.p. 7542]		
Meenari Oriental Restaurant		
3311 W Bryn Mawr Ave		
Sign		
Nugent (39)		O2019-7611
Referred [C.J.p. 6747]		Transportation
Passed [C.J.p. 7543]		
Megmade		
2726-2728 N Elston Ave		
Light fixture		
Waguespack (32)		O2019-7577
Referred [C.J.p. 6738]		Transportation
Passed [C.J.p. 7544]		
Megmade		
2726-2728 N Elston Ave		
Sign		
Waguespack (32)		O2019-7578
Referred [C.J.p. 6738]		Transportation
Passed [C.J.p. 7544]		
MEPT McClurg Court LLC		
600 N McClurg Ct		
Planter		
Reilly (42)		O2019-8326
Referred [C.J.p. 8328]		Transportation
mept McClurg Court LLC		
330-350 E Ohio St		
Planter		
Reilly (42)		O2019-8327
Referred [C.J.p. 8328]		Transportation



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#### Grants of Privilege

Mercadito Chicago  
108 W Kinzie St  
Sign  
Reilly (42) O2019-7901  
Direct Introduction Transportation  
Passed [C.J.p. 7545]  
Metropolis Condominium Assn  
8 W Monroe St  
Vault  
Reilly (42) O2019-7737  
Referred [C.J.p. 6755] Transportation  
Passed [C.J.p. 7547]  
MHUB  
965 W Chicago Ave  
Banner  
Burnett (27) O2019-7628  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7548]  
Michigan Plaza LLC  
225 N Michigan Ave  
Pedestrian bridge  
Reilly (42) O2019-7739  
Referred [C.J.p. 6755] Transportation  
Passed [C.J.p. 7548]  
Middle East Grill  
1512 W Foster Ave  
Door swing  
Vasquez, Jr. (40) O2019-8295  
Referred [C.J.p. 8323] Transportation  
Milwaukee Avenue Properties LLC  
1272 N Milwaukee Ave  
Fire escape  
La Spata (1) O2019-8141  
Referred [C.J.p. 8287] Transportation  
Mirai Sushi  
2020 W Division St  
Light fixture  
La Spata (1) O2019-7252  
Referred [C.J.p. 6691] Transportation  
Passed [C.J.p. 7549]

### PUBLIC WAY USAGE

#### Grants of Privilege

Mobili Mobil, Ltd  
222 W Erie St  
Banner  
Reilly (42) O2019-8328  
Referred [C.J.p. 8329] Transportation  
Moe's Cantina  
155 W Kinzie St  
Sign  
Reilly (42) O2019-7900  
Direct Introduction Transportation  
Passed [C.J.p. 7550]  
Monaghan, Michael  
2609 W Peterson Ave  
Sign  
Vasquez, Jr. (40) O2019-8296  
Referred [C.J.p. 8323] Transportation  
Monty Gaels Tavern & Grill  
4356 N Leavitt St  
Flag poles  
Martin (47) O2019-8366  
Referred [C.J.p. 8335] Transportation  
Monty Gaels Tavern and Grill  
4356 N Leavitt St  
Light fixture  
Martin (47) O2019-8367  
Referred [C.J.p. 8335] Transportation  
Moran Body Shop  
5243 S Archer Ave  
Sign  
Tabares (23) O2019-8229  
Referred [C.J.p. 8306] Transportation  
Mufflers 4 Less  
2934 W 63rd St  
Sign  
Coleman (16) O2019-8204  
Referred [C.J.p. 8302] Transportation



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### PUBLIC WAY USAGE

#### Grants of Privilege

Music and Dance Theater Chicago  
205 E Randolph St  
Door swing  
Reilly (42) O2019-8329  
Referred [C.J.p. 8329] Transportation  
Neighborspace  
1255 N Hermitage Ave  
Landscaping  
La Spata (1) O2019-7254  
Referred [C.J.p. 6691] Transportation  
Passed [C.J.p. 7551]  
Nichols, Allan  
3156 S Aberdeen St  
Step  
Thompson (11) O2019-7493  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7552]  
Noble Grape, The  
802 N Bishop St  
Sign  
La Spata (1) O2019-7256  
Referred [C.J.p. 6691] Transportation  
Passed [C.J.p. 7552]  
Noodles & Co. No. 673  
1100 S Canal St  
Sign  
Sigcho-Lopez (25) O2019-8235  
Referred [C.J.p. 8308] Transportation  
Nook Daycare United LLC, The  
2000-2006 W Warren Blvd  
Sign  
Burnett (27) O2019-7886  
Direct Introduction Transportation  
Passed [C.J.p. 7553]  
North Park Elementary School  
2017 W Montrose Ave  
Light fixture  
Martin (47) O2019-8368  
Referred [C.J.p. 8335] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

North River Commission  
3365 W Lawrence Ave  
Kiosk  
Rodriguez Sanchez (33) O2019-8287  
Referred [C.J.p. 8320] Transportation  
Northern Trust Company, The  
50 S LaSalle St, 181 W Madison St, W Arcade  
Place - public alley between  
Covered pedestrian bridge  
Reilly (42) O2019-7740  
Referred [C.J.p. 6755] Transportation  
Passed [C.J.p. 7360]  
Northside Stretch, The  
3485 N Clark St  
Sign  
Tunney (44) O2019-8355  
Referred [C.J.p. 8332] Transportation  
Northwestern Memorial Hospital  
259 E Erie St  
Sign  
Reilly (42) O2019-8331  
Referred [C.J.p. 8329] Transportation  
Northwestern Memorial Hospital  
221 E Huron St  
Concrete slurry wall  
Reilly (42) O2019-8330  
Referred [C.J.p. 8329] Transportation  
Northwestern Memorial Hospital  
221 E Huron St  
Tieback system  
Reilly (42) O2019-8332  
Referred [C.J.p. 8329] Transportation  
Northwestern University  
303 E Superior St  
Manhole  
Reilly (42) O2019-7743  
Referred [C.J.p. 6755] Transportation  
Passed [C.J.p. 7554]



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Grants of Privilege

Oakdale Covenant Church and Child Care Center  
9440 S Vincennes Ave  
Occupation of space  
Brookins (21) O2019-7518  
Referred [C.J.p. 6719] Transportation  
Passed [C.J.p. 7555]  
Parkview Apartments  
1936 N Clark St  
Fire escape  
Smith (43) O2019-7650  
Referred [C.J.p. 6764] Transportation  
Passed [C.J.p. 7556]  
Partis LLC  
1429 W Chicago Ave  
Step  
Burnett (27) O2019-7630  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7557]  
Pena, Rosalina  
1719 S Morgan St  
Occupation of space  
Sigcho-Lopez (25) O2019-7574  
Referred [C.J.p. 6724] Transportation  
Passed [C.J.p. 7557]  
Peoria Green Owner LLC  
215 N Peoria St  
Water main  
Burnett (27) O2019-7631  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7558]  
Personal Liquors  
4241 W Madison St  
Fire shutter  
Ervin (28) O2019-7533  
Referred [C.J.p. 6731] Transportation  
Passed [C.J.p. 7559]

**PUBLIC WAY USAGE**

Grants of Privilege

Personal Liquors I  
4241 W Madison St  
Security camera  
Ervin (28) O2019-7536  
Referred [C.J.p. 6731] Transportation  
Passed [C.J.p. 7560]  
Pet Supplies Plus  
3640 N Elston Ave  
Sign  
Ramirez-Rosa (35) O2019-7892  
Direct Introduction Transportation  
Passed [C.J.p. 7362]  
Petco No. 1989  
611 W Roosevelt Rd  
Sign  
Thompson (11) O2019-8190  
Referred [C.J.p. 8296] Transportation  
Petite Elite Academy, Inc.  
7008 N Western Ave  
Bicycle rack  
Silverstein (50) O2019-7716  
Referred [C.J.p. 6778] Transportation  
Passed [C.J.p. 7561]  
Phil's Pizza D'Oro  
5800 N Milwaukee Ave  
Sign  
Gardiner (45) O2019-8358  
Referred [C.J.p. 8333] Transportation  
Phoenix Bowl  
3610 N Pine Grove Ave  
Fence  
Cappleman (46) O2019-7672  
Referred [C.J.p. 6770] Transportation  
Passed [C.J.p. 7561]  
Pickens-Kane Moving & Stg  
410 N Milwaukee Ave  
Banner  
Burnett (27) O2019-7634  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7562]



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### PUBLIC WAY USAGE

#### Grants of Privilege

Pill Hill Development Center  
8802 S Stony Island Ave  
Sign  
Harris (8) O2019-7870  
Direct Introduction Transportation  
Passed [C.J.p. 7563]  
Planeta Musical  
3653 E 106th St  
Sign  
Sadlowski Garza (10) O2019-7488  
Referred [C.J.p. 6708] Transportation  
Passed [C.J.p. 7564]  
Plug T-Shirt Store, The  
3652 W 111th St  
Sign  
O'Shea (19) O2019-7560  
Referred [C.J.p. 6717] Transportation  
Passed [C.J.p. 7564]  
Polo Inn Bridgeport USA, The  
3322 S Morgan St  
Sign  
Thompson (11) O2019-7496  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7565]  
Port & Park Bistro and Bar  
4000-4006 N Southport Ave  
Light fixture  
Martin (47) O2019-7694  
Referred [C.J.p. 6772] Transportation  
Passed [C.J.p. 7566]  
Potbelly Sandwich Works  
57 E Chicago Ave  
Sign  
Reilly (42) O2019-7745  
Referred [C.J.p. 6755] Transportation  
Passed [C.J.p. 7567]

### PUBLIC WAY USAGE

#### Grants of Privilege

Prairie Material  
835 N Peoria St  
Occupation of space  
Burnett (27) O2019-7635  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7568]  
Prery  
1714 N Damen Ave  
Bicycle rack  
Waguespack (32) O2019-7580  
Referred [C.J.p. 6738] Transportation  
Passed [C.J.p. 7568]  
Presence St. Mary of Nazareth Hospital  
2233 W Division St  
Sign  
Hopkins (2) O2019-7315  
Referred [C.J.p. 6694] Transportation  
Passed [C.J.p. 7569]  
Project Outdoor LLC  
549 N Wells St  
Light fixture  
Reilly (42) O2019-8333  
Referred [C.J.p. 8329] Transportation  
Project Outdoor LLC  
549 N Wells St  
Sign  
Reilly (42) O2019-7904  
Direct Introduction Transportation  
Passed [C.J.p. 7570]  
Property Consultants Realty, Inc.  
2643 W North Ave  
Sign  
La Spata (1) O2019-8151  
Referred [C.J.p. 8287] Transportation  
Protein Bar  
151 N Michigan Ave  
Sign  
Reilly (42) O2019-8334  
Referred [C.J.p. 8329] Transportation



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#### Grants of Privilege

Pure Barre-Chicago Old Town  
1350 N Wells St  
Sign  
Hopkins (2) O2019-8165  
Referred [C.J.p. 8290] Transportation  
Purple Pig, The  
444 N Michigan Ave  
Sign  
Reilly (42) O2019-7746  
Referred [C.J.p. 6756] Transportation  
Passed [C.J.p. 7571]  
Quad Communities Development Corp.  
4254 S Cottage Grove Ave  
Planter  
King (4) O2019-7372  
Referred [C.J.p. 6698] Transportation  
Passed [C.J.p. 7572]  
Quad Communities Development Corp.  
4291 S Cottage Grove Ave  
Planter  
King (4) O2019-7374  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7572]  
Quad Communities Development Corp.  
4304 S Cottage Grove Ave  
Planter  
King (4) O2019-7375  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7573]  
Quad Communities Development Corp.  
4314 S Cottage Grove Ave  
Planter  
King (4) O2019-7376  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7574]  
Quad Communities Development Corp.  
4425 S Cottage Grove Ave  
Planter  
King (4) O2019-7378  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7575]

### PUBLIC WAY USAGE

#### Grants of Privilege

Quad Communities Development Corp.  
4506 S Cottage Grove Ave  
Planter  
King (4) O2019-7380  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7380]  
Quad Communities Development Corp.  
4507 S Cottage Grove Ave  
Planter  
King (4) O2019-7382  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7577]  
Quad Communities Development Corp.  
4654 S Cottage Grove Ave  
Planter  
King (4) O2019-7383  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7577]  
Quad Communities Development Corp.  
4848 S Cottage Grove Ave  
Planter  
King (4) O2019-7385  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7578]  
Quad Communities Development Corp.  
4900 S Cottage Grove Ave  
Planter  
King (4) O2019-7386  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7579]  
Quad Communities Development Corp.  
4901 S Cottage Grove Ave  
Planter  
King (4) O2019-7388  
Referred [C.J.p. 6699] Transportation  
Passed [C.J.p. 7580]



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#### Grants of Privilege

Quality Carwash		
644 E 87th St		
Sign		
Sawyer (6)	O2019-7459	
Referred [C.J.p. 6703]	Transportation	
Passed [C.J.p. 7581]		
Radio Advertising, Inc.		
3312 W Peterson Ave		
Sign		
Silverstein (50)	O2019-7720	
Referred [C.J.p. 6778]	Transportation	
Passed [C.J.p. 7582]		
Ranalli's		
1925 N Lincoln Ave		
Light fixture		
Smith (43)	O2019-7651	
Referred [C.J.p. 6764]	Transportation	
Passed [C.J.p. 7582]		
Raygun LLC		
5207 N Clark St		
Sign		
Osterman (48)	O2019-7913	
Direct Introduction	Transportation	
Passed [C.J.p. 7583]		
Red Apple Food & Liquor, Inc.		
315-317 E 51st St		
Security camera		
Dowell (3)	O2019-8175	
Referred [C.J.p. 8291]	Transportation	
Redmond's		
3358 N Sheffield Ave		
Light fixture		
Tunney (44)	O2019-7605	
Referred [C.J.p. 6766]	Transportation	
Passed [C.J.p. 7584]		
Restaurant & Pozoleria San Juan		
1523 N Pulaski Rd		
Sign		
Maldonado (26)	O2019-7534	
Referred [C.J.p. 6725]	Transportation	
Passed [C.J.p. 7585]		

### PUBLIC WAY USAGE

#### Grants of Privilege

Restaurant El Ranchito		
5959 W Grand Ave		
Security fence		
Villegas (36)	O2019-8293	
Referred [C.J.p. 8322]	Transportation	
Rex Tavern		
4933 N Milwaukee Ave		
Sign		
Gardiner (45)	O2019-8359	
Referred [C.J.p. 8333]	Transportation	
Riccardo Enoteca		
2116 N Clark St		
Light fixture		
Smith (43)	O2019-7648	
Referred [C.J.p. 6764]	Transportation	
Passed [C.J.p. 7585]		
Riccardo Osteria		
1023 W Lake St		
Ramp with step		
Burnett (27)	O2019-7637	
Referred [C.J.p. 6728]	Transportation	
Passed [C.J.p. 7586]		
River Point LLC		
444 W Lake St		
Foundation support		
Reilly (42)	O2019-8335	
Referred [C.J.p. 8329]	Transportation	
River Point LLC		
444 W Lake St		
Irrigation system		
Reilly (42)	O2019-8336	
Referred [C.J.p. 8329]	Transportation	
River Point LLC		
444 W Lake St		
Stair case		
Reilly (42)	O2019-8337	
Referred [C.J.p. 8329]	Transportation	



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Grants of Privilege

Riverbend Real Estate Investments LLC  
2836 S Lock St  
Occupation of space  
Thompson (11) O2019-7500  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7587]  
Riverbend Real Estate Investments LLC  
2836 S Lock St  
Stairway  
Thompson (11) O2019-7504  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7588]  
Riverbend Real Estate Investments LLC  
2842 S Lock St  
Occupation of space  
Thompson (11) O2019-7501  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7589]  
Riverbend Real Estate Investments LLC  
2842 S Lock St  
Stairway  
Thompson (11) O2019-7505  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7589]  
Robert's Pizza and Dough Co.  
411 E Illinois St  
Sign  
Reilly (42) O2019-7905  
Direct Introduction Transportation  
Passed [C.J.p. 7590]  
Rokaitis Industries, Inc.  
4546 S Archer Ave  
Sign  
Burke (14) O2019-7875  
Direct Introduction Transportation  
Passed [C.J.p. 7363]  
Ron of Japan, Inc.  
230 E Ontario St  
Sign  
Reilly (42) O2019-8338  
Referred [C.J.p. 8330] Transportation

**PUBLIC WAY USAGE**

Grants of Privilege

Roosevelt Collection Shops  
150 W Roosevelt Rd  
Planter  
Sigcho-Lopez (25) O2019-7572  
Referred [C.J.p. 6724] Transportation  
Passed [C.J.p. 7591]  
Roots Handmade Pizza - Second City/Utopian  
Tailgate  
1610 N Wells St  
Sign  
Hopkins (2) O2019-7318  
Referred [C.J.p. 6695] Transportation  
Passed [C.J.p. 7592]  
Ross Dress for Less  
3925 N Cicero Ave  
Sign  
Gardiner (45) O2019-7665  
Referred [C.J.p. 6769] Transportation  
Passed [C.J.p. 7593]  
Rowland, Jennifer K  
4315 N Hazel St  
Fence  
Cappleman (46) O2019-7667  
Referred [C.J.p. 6770] Transportation  
Passed [C.J.p. 7593]  
RPO Wells Holding LLC  
548 N Wells St  
Cornice  
Reilly (42) O2019-7747  
Referred [C.J.p. 6756] Transportation  
Passed [C.J.p. 7584]  
Rush University Medical Center  
1653 W Congress Pkwy  
Manhole  
Burnett (27) O2019-8256  
Referred [C.J.p. 8310] Transportation



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### PUBLIC WAY USAGE

#### Grants of Privilege

S3 Holdings LLC  
608-610 N Ada St  
Bay window  
La Spata (1) O2019-7262  
Referred [C.J.p. 6692] Transportation  
Passed [C.J.p. 7595]  
S3 Holdings LLC  
608-610 N Ada St  
Staircase  
La Spata (1) O2019-7264  
Referred [C.J.p. 6692] Transportation  
Passed [C.J.p. 7596]  
S3 Holdings LLC  
608-610 N Ada St  
Trash container  
La Spata (1) O2019-7265  
Referred [C.J.p. 6692] Transportation  
Passed [C.J.p. 7597]  
Scooter's Frozen Custard LLC  
1658 W Belmont Ave  
Planter  
Martin (47) O2019-7700  
Referred [C.J.p. 6772] Transportation  
Passed [C.J.p. 7598]  
Scooter's Frozen Custard LLC  
1658 W Belmont Ave  
Park bench  
Martin (47) O2019-7698  
Referred [C.J.p. 6772] Transportation  
Passed [C.J.p. 7597]  
Scooter's Frozen Custard LLC  
1658 W Belmont Ave  
Trash container  
Martin (47) O2019-7708  
Referred [C.J.p. 6772] Transportation  
Passed [C.J.p. 7599]

### PUBLIC WAY USAGE

#### Grants of Privilege

Sirron Pilates LLC  
5434 N Clark St  
Sign  
Vasquez, Jr. (40) O2019-7619  
Referred [C.J.p. 6749] Transportation  
Passed [C.J.p. 7600]  
Smart from the Start LLC  
1935-1939 W 79th St  
Sign  
Moore (17) O2019-7539  
Referred [C.J.p. 6716] Transportation  
Passed [C.J.p. 7601]  
Smith, The  
400-406 N Clark St  
Security camera  
Reilly (42) O2019-8339  
Referred [C.J.p. 8330] Transportation  
Smoke Shop Novelties and Stuff  
3248 N Clark St  
Sign  
Tunney (44) O2019-7910  
Direct Introduction Transportation  
Passed [C.J.p. 7601]  
Sonia's Modern Beauty Salon LLC  
2816 N Laramie Ave  
Sign  
Cardona, Jr. (31) O2019-7552  
Referred [C.J.p. 6735] Transportation  
Passed [C.J.p. 7602]  
Sound-Bar  
226 W Ontario St  
Security camera  
Reilly (42) O2019-7755  
Referred [C.J.p. 6756] Transportation  
Passed [C.J.p. 7603]  
South of the Border  
1416 W Morse Ave  
Sign  
Hadden (49) O2019-7915  
Direct Introduction Transportation  
Passed [C.J.p. 7604]



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**PUBLIC WAY USAGE**

Grants of Privilege

Southbridge 4 Master Owner LLC	
2310 S State St	
Bicycle rack	
Dowell (3)	O2019-7340
Referred [C.J.p. 6697]	Transportation
Passed [C.J.p. 7605]	
Southbridge 9 Master Owner LLC	
2350 S State St	
Siamese connection	
Dowell (3)	O2019-7343
Referred [C.J.p. 6697]	Transportation
Passed [C.J.p. 7606]	
Southwest Family Health Center	
4839 W 47th St	
Sign	
Rodriguez (22)	O2019-8226
Referred [C.J.p. 8305]	Transportation
Spice House, The	
1512 N Wells St	
Sign	
Burnett (27)	O2019-8257
Referred [C.J.p. 8310]	Transportation
Square Roots Kitchen LLC	
120 S Halsted St	
Sign	
Burnett (27)	O2019-8259
Referred [C.J.p. 8310]	Transportation
Srgo Tea	
1 S Franklin St	
Sign	
Reilly (42)	O2019-7659
Referred [C.J.p. 6751]	Transportation
Passed [C.J.p. 7382]	
Staropolska Restaurant	
3028-3030 N Milwaukee Ave	
Light fixture	
Reboyas (30)	O2019-7579
Referred [C.J.p. 6733]	Transportation
Passed [C.J.p. 7606]	

**PUBLIC WAY USAGE**

Grants of Privilege

State and Washington Owner LLC	
18-26 N State St	
Vault	
Reilly (42)	O2019-7748
Referred [C.J.p. 6756]	Transportation
Passed [C.J.p. 7607]	
State and Washington Owner LLC	
9-21 W Washington St	
Vault	
Reilly (42)	O2019-7749
Referred [C.J.p. 6756]	Transportation
Passed [C.J.p. 7608]	
State Farm Ins.	
5433 W Addison St	
Sign	
Villegas (36)	O2019-7601
Referred [C.J.p. 6745]	Transportation
Passed [C.J.p. 7609]	
State Farm Ins.	
5840 W Fullerton Ave	
Sign	
Reboyas (30)	O2019-7890
Direct Introduction	Transportation
Passed [C.J.p. 7610]	
Staypineapple Chicago	
1 W Washington St	
Planter	
Reilly (42)	O2019-7756
Referred [C.J.p. 6756]	Transportation
Passed [C.J.p. 7611]	
Stellar Wireless Retail LLC d.b.a. Metro PCS	
2735 W Division St	
Sign	
Maldonado (26)	O2019-7882
Direct Introduction	Transportation
Passed [C.J.p. 7612]	



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### PUBLIC WAY USAGE

#### Grants of Privilege

Stella's Diner  
3042 N Broadway  
Ornament  
Tunney (44) O2019-7606  
Referred [C.J.p. 6766] Transportation  
Passed [C.J.p. 7611]  
Sterling Bay Companies LLC  
626 W Jackson Blvd  
Light fixture  
Reilly (42) O2019-7750  
Referred [C.J.p. 6756] Transportation  
Passed [C.J.p. 7613]  
Sterling Bay Property Management LLC  
130 E Randolph St  
Security camera  
Reilly (42) O2019-7753  
Referred [C.J.p. 6756] Transportation  
Passed [C.J.p. 7614]  
Stony Island Reclamation Co.  
12123 S Stony Island Ave  
Force sewer main  
Sadlowski Garza (10) O2019-8186  
Referred [C.J.p. 8296] Transportation  
Straw Hog, The  
1652 E 79th St  
Sign  
Harris (8) O2019-7157  
Referred [C.J.p. 6706] Transportation  
Passed [C.J.p. 7615]  
Subway 26445  
3346 W Foster Ave  
Light fixture  
Nugent (39) O2019-7607  
Referred [C.J.p. 6748] Transportation  
Passed [C.J.p. 7615]  
Subway 26445  
3346 W Foster Ave  
Sign  
Nugent (39) O2019-7609  
Referred [C.J.p. 6748] Transportation  
Passed [C.J.p. 7616]

### PUBLIC WAY USAGE

#### Grants of Privilege

Sunny Side Up  
1028 N Clark St  
Sign  
Hopkins (2) O2019-8167  
Referred [C.J.p. 8290] Transportation  
Supermercado El Ranchito  
2414-2416 W 47th St  
Sign  
Lopez (15) O2019-7525  
Referred [C.J.p. 6713] Transportation  
Passed [C.J.p. 7617]  
T & C Grocery Market, Inc.  
4754 N Bernard St  
Flag pole  
Rodriguez Sanchez (33) O2019-8288  
Referred [C.J.p. 8320] Transportation  
Tabb's Food & Liquor, Inc.  
2600 W Chicago Ave  
Occupation of space  
Maldonado (26) O2019-7544  
Referred [C.J.p. 6725] Transportation  
Passed [C.J.p. 7618]  
Talard Thai Market  
5351-5353 N Broadway  
Sign  
Osterman (48) O2019-7704  
Referred [C.J.p. 6776] Transportation  
Passed [C.J.p. 7619]  
Tapster  
1059 W Wrightwood Ave  
Sign  
Smith (43) O2019-7907  
Direct Introduction Transportation  
Passed [C.J.p. 7620]  
Taste of Chicago 2  
1912 E 71st St  
Light fixture  
Hairston (5) O2019-8181  
Referred [C.J.p. 8293] Transportation



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**PUBLIC WAY USAGE**

Grants of Privilege

Tattoo Factory  
4439-4443 N Broadway  
Light fixture  
Cappleman (46) O2019-7673  
Referred [C.J.p. 6770] Transportation  
Passed [C.J.p. 7621]  
Taylor Wine & Spirits  
1445 W Taylor St  
Sign  
Ervin (28) O2019-7887  
Direct Introduction Transportation  
Passed [C.J.p. 7622]  
T-mobile  
2801 W 55th St  
Sign  
Coleman (16) O2019-7877  
Direct Introduction Transportation  
Passed [C.J.p. 7546]  
T-Mobile  
1209 W Arthur Ave  
Sign  
Hadden (49) O2019-7713  
Referred [C.J.p. 6777] Transportation  
Passed [C.J.p. 7618]  
T-MOBILE  
4714 N Broadway  
Sign  
Cappleman (46) O2019-8364  
Referred [C.J.p. 8334] Transportation  
Tom Ford  
66 E Oak St  
Sign  
Reilly (42) O2019-8341  
Referred [C.J.p. 8330] Transportation  
Tortello  
1746 W Division St  
Sign  
La Spata (1) O2019-7267  
Referred [C.J.p. 6692] Transportation  
Passed [C.J.p. 7622]

**PUBLIC WAY USAGE**

Grants of Privilege

Uecker Glades LLC  
815 W Randolph St  
Fire escape  
Burnett (27) O2019-7640  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7623]  
U-Haul Moving and Storage of Jefferson Park  
5035 W Foster Ave  
Sign  
Gardiner (45) O2019-8360  
Referred [C.J.p. 8333] Transportation  
Underground Lounge  
952 W Newport Ave  
Sign  
Tunney (44) O2019-8356  
Referred [C.J.p. 8332] Transportation  
University Commons IV Condo Assn.  
1111-1151 W 15th St  
Landscaping  
Thompson (11) O2019-7508  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7624]  
University Commons VI Condo Assn.  
1111-1151 W 14th Pl  
Landscaping  
Thompson (11) O2019-7510  
Referred [C.J.p. 6709] Transportation  
Passed [C.J.p. 7365]  
University of Illinois Medical Center at Chicago  
1740 W Taylor St  
Pedestrian bridge  
Burnett (27) O2019-7639  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7625]  
UPS Store, The  
3320 W Foster Ave  
Sign  
Nugent (39) O2019-7612  
Referred [C.J.p. 6748] Transportation  
Passed [C.J.p. 7626]



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#### Grants of Privilege

Urban Beautique  
7722 S Cottage Grove Ave  
Sign  
Sawyer (6) O2019-7460  
Referred [C.J.p. 6703] Transportation  
Passed [C.J.p. 7626]  
Veggie Grill  
911 W Randolph St  
Sign  
Burnett (27) O2019-7641  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7628]  
Vernon Park Tap  
1073 W Vernon Park Pl  
Staircase  
Sigcho-Lopez (25) O2019-7575  
Referred [C.J.p. 6724] Transportation  
Passed [C.J.p. 7629]  
View Chicago LLC  
668-670 W Hubbard St  
Light fixture  
Burnett (27) O2019-7642  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7630]  
Vinci  
1732 N Halsted St  
Step  
Smith (43) O2019-7652  
Referred [C.J.p. 6764] Transportation  
Passed [C.J.p. 7630]  
Vitamin Shoppe, The  
2705 N Elston Ave  
Sign  
Waguespack (32) O2019-8280  
Referred [C.J.p. 8319] Transportation  
Vosges Haut-Chocolat  
951 W Armitage Ave  
Light fixtured  
Smith (43) O2019-7655  
Referred [C.J.p. 6764] Transportation  
Passed [C.J.p. 7631]

### PUBLIC WAY USAGE

#### Grants of Privilege

V's Barbershop  
1632 N Milwaukee Ave  
Sign  
Hopkins (2) O2019-7321  
Referred [C.J.p. 6695] Transportation  
Passed [C.J.p. 7627]  
Walgreen No. 03948  
5140 W Diversey Ave  
Sign  
Cardona, Jr. (31) O2019-8271  
Referred [C.J.p. 8318] Transportation  
Walgreens No. 03961  
2340 W Madison St  
Sign  
Burnett (27) O2019-8260  
Referred [C.J.p. 8310] Transportation  
Walgreens No. 04461  
501 W Roosevelt Rd  
Sign  
Thompson (11) O2019-8191  
Referred [C.J.p. 8296] Transportation  
Walgreens No. 04494  
1649 W Belmont Ave  
Sign  
Waguespack (32) O2019-8282  
Referred [C.J.p. 8319] Transportation  
Walgreens No. 04978  
111 S Halsted St  
Sign  
Burnett (27) O2019-8261  
Referred [C.J.p. 8310] Transportation  
Walgreens No. 05825  
1213 W 79th St  
Sign  
Moore (17) O2019-8206  
Referred [C.J.p. 8302] Transportation



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**PUBLIC WAY USAGE**

Grants of Privilege

Walgreens No. 06980	
3019 W Peterson Ave	
Light fixture	
Vasquez, Jr. (40)	O2019-8297
Referred [C.J.p. 8323]	Transportation
Walgreens No. 07687	
3320 W Fullerton Ave	
Light fixture	
Ramirez-Rosa (35)	O2019-8292
Referred [C.J.p. 8321]	Transportation
Walgreens No. 09000	
2001 N Milwaukee Ave	
Light fixture	
La Spata (1)	O2019-8154
Referred [C.J.p. 8287]	Transportation
Walgreens No. 09038	
4001 W Irving Park Rd	
Light fixture	
Gardiner (45)	O2019-8362
Referred [C.J.p. 8333]	Transportation
Walgreens No. 09038	
4001 W Irving Park Rd	
Sign	
Gardiner (45)	O2019-8363
Referred [C.J.p. 8333]	Transportation
Walgreens No. 09470	
4817 W Fullerton Ave	
Light fixture	
Cardona, Jr. (31)	O2019-8272
Referred [C.J.p. 8318]	Transportation
Walgreens No. 10350	
7109 S Jeffery Blvd	
Light fixture	
Hairston (5)	O2019-7421
Referred [C.J.p. 6701]	Transportation
Passed [C.J.p. 7633]	

**PUBLIC WAY USAGE**

Grants of Privilege

Walgreens No. 1375	
1200 N Dearborn St	
Sign	
Hopkins (2)	O2019-8168
Referred [C.J.p. 8290]	Transportation
Walgreens No. 1417	
1931 W Cermak Rd	
Sign	
Sigcho-Lopez (25)	O2019-8237
Referred [C.J.p. 8308]	Transportation
Walgreens No. 147	
3611 E 106th St	
Sign	
Sadlowski Garza (10)	O2019-8188
Referred [C.J.p. 8296]	Transportation
Walgreens No. 1593	
5230 N Milwaukee Ave	
Sign	
Gardiner (45)	O2019-8361
Referred [C.J.p. 8333]	Transportation
Walgreens No. 178	
740 W Diversey Pkwy	
Sign	
Tunney (44)	O2019-8357
Referred [C.J.p. 8332]	Transportation
Walgreens No. 258	
1650 W Chicago Ave	
Sign	
La Spata (1)	O2019-8152
Referred [C.J.p. 8287]	Transportation
Walgreens No. 2711	
7150 W Archer Ave	
Sign	
Tabares (23)	O2019-8231
Referred [C.J.p. 8306]	Transportation



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### PUBLIC WAY USAGE

#### Grants of Privilege

Walgreens No. 3072  
641 N Clark St  
Sign  
Reilly (42) O2019-7899  
Direct Introduction Transportation  
Passed [C.J.p. 7632]  
Waltenburg, Scott  
1530 N Throop St  
Stair case  
Burnett (27) O2019-7638  
Referred [C.J.p. 6728] Transportation  
Passed [C.J.p. 7634]  
Wellnow Urgent Care, PC  
2353 W 95th St  
Sign  
O'Shea (19) O2019-7562  
Referred [C.J.p. 6717] Transportation  
Passed [C.J.p. 7634]  
West Shore Pipe Line Co.  
13000 S Indiana Ave  
Pipe line  
Beale (9) O2019-7485  
Referred [C.J.p. 6707] Transportation  
Passed [C.J.p. 7635]  
Westin Michigan Ave, The  
909 N Michigan Ave  
Planter  
Hopkins (2) O2019-7324  
Referred [C.J.p. 6695] Transportation  
Passed [C.J.p. 7637]  
Whale Chicago, The  
2427-2431 N Milwaukee Ave  
Light fixture  
La Spata (1) O2019-7269  
Referred [C.J.p. 6692] Transportation  
Passed [C.J.p. 7637]

### PUBLIC WAY USAGE

#### Grants of Privilege

Whale Chicago, The  
2427-2431 N Milwaukee Ave  
Security camera  
La Spata (1) O2019-7271  
Referred [C.J.p. 6692] Transportation  
Passed [C.J.p. 7638]  
Whiteside Liquors, Inc.  
425 E 63rd St  
Security camera  
Taylor (20) O2019-8217  
Referred [C.J.p. 8304] Transportation  
WholeHealth Chicago 3  
2265 N Clybourn Ave  
Banner  
Hopkins (2) O2019-7325  
Referred [C.J.p. 6695] Transportation  
Passed [C.J.p. 7639]  
Wing Lung Metal Works  
4310 S Shields Ave  
Sign  
Dowell (3) O2019-7345  
Referred [C.J.p. 6697] Transportation  
Passed [C.J.p. 7640]  
Wolcoe LLC  
1847 W Rose St  
Bay window  
Martin (47) O2019-7709  
Referred [C.J.p. 6773] Transportation  
Passed [C.J.p. 7641]  
WPA3 LLC  
649-651 N Wolcott Ave  
Bay window  
La Spata (1) O2019-7281  
Referred [C.J.p. 6692] Transportation  
Passed [C.J.p. 7642]  
WPA3 LLC  
649-651 N Wolcott Ave  
Staircase  
La Spata (1) O2019-7284  
Referred [C.J.p. 6692] Transportation  
Passed [C.J.p. 7642]



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#### Grants of Privilege

W-Z NMA Office Owner VIII LLC	
Amend - Permit No. 1122690	
Reilly (42)	O2019-7711
Referred [C.J.p. 6758]	Transportation
Passed [C.J.p. 7668]	
W-Z NMA Office Owner VIII LLC	
Amend - Permit No. 1122693	
Reilly (42)	O2019-7718
Referred [C.J.p. 6758]	Transportation
Passed [C.J.p. 7668]	
W-Z NMA Office Owner VIII LLC	
Amend - Permit No. 1123765	
Reilly (42)	O2019-7724
Referred [C.J.p. 6759]	Transportation
Passed [C.J.p. 7668]	
W-Z NMA Office Owner VIII LLC	
401 N Michigan Ave	
Amend - No. 1122683	
Reilly (42)	O2019-7722
Referred [C.J.p. 6758]	Transportation
Passed [C.J.p. 7666]	
W-Z NMA Office Owner VIII LLC	
401 N Michigan Ave	
Amend - Permit No. 1122510	
Reilly (42)	O2019-7733
Referred [C.J.p. 6759]	Transportation
Passed [C.J.p. 7665]	
W-Z NMA Office Owner VIII LLC	
401 N Michigan Ave	
Amend - Permit No. 1122511	
Reilly (42)	O2019-7719
Referred [C.J.p. 6758]	Transportation
Passed [C.J.p. 7665]	
W-Z NMA Office Owner VIII LLC	
401 N Michigan Ave	
Amend - Permit No. 1122512	
Reilly (42)	O2019-7731
Referred [C.J.p. 6759]	Transportation
Passed [C.J.p. 7665]	

### PUBLIC WAY USAGE

#### Grants of Privilege

W-Z NMA Office Owner VIII LLC	
401 N Michigan Ave	
Amend - Permit No. 1122514	
Reilly (42)	O2019-7738
Referred [C.J.p. 6759]	Transportation
Passed [C.J.p. 7666]	
W-Z NMA Office Owner VIII LLC	
401 N Michigan Ave	
Amend - Permit No. 1122686	
Reilly (42)	O2019-7723
Referred [C.J.p. 6758]	Transportation
Passed [C.J.p. 7667]	
W-Z NMA Office Owner VIII LLC	
401 N Michigan Ave	
Amend - Permit No. 1122689	
Reilly (42)	O2019-7715
Referred [C.J.p. 6759]	Transportation
Passed [C.J.p. 7667]	
W-Z NMA Office Owner VIII LLC	
4011 N Michigan Ave	
Amend - Permit No. 1122687	
Reilly (42)	O2019-7726
Referred [C.J.p. 6758]	Transportation
Passed [C.J.p. 7667]	
W-Z NMA Office Owner VIII LLC	
401 N Michigan Ave	
Amend - Permit No. 1122513	
Reilly (42)	O2019-7729
Referred [C.J.p. 6758]	Transportation
Passed [C.J.p. 7666]	
ZS Dev Peoria Green LLC	
128 S Green St	
Balcony	
Burnett (27)	O2019-7644
Referred [C.J.p. 6729]	Transportation
Passed [C.J.p. 7643]	



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### PUBLIC WAY USAGE

#### Miscellaneous

Dedication of public way in area bounded by W 18th Pl, S Kildare Ave, W 19th St and S Kostner Ave

Scott, Jr. (24) O2019-6929

Referred [C.J.p. 6722] Transportation

Passed [C.J.p. 7825]

Beverage Flavors International LLC

3150 N Campbell Ave

Planter

Rodriguez Sanchez (33) O2019-7583

Referred [C.J.p. 6741] Transportation

Passed [C.J.p. 7395]

#### Sidewalk Cafés

25 Degrees

736 N Clark St

Hopkins (2) O2019-7462

Referred [C.J.p. 6695] Transportation

Passed [C.J.p. 7786]

Florafauna

11 W Illinois St

Reilly (42) O2019-7470

Referred [C.J.p. 6759] Transportation

Passed [C.J.p. 7779]

Fulton Galley

1115 W Fulton Market

Amend

Burnett (27) O2019-7736

Referred [C.J.p. 6760] Transportation

Passed [C.J.p. 7788]

Heritage 1201 W Lake LLC

172 N Racine Ave

Burnett (27) O2019-8123

Referred [C.J.p. 8311] Transportation

Intelligentsia Coffee and Tea, Inc.

3123 N Broadway

Amend - Permit No. 1139604

Tunney (44) O2019-7741

Referred [C.J.p. 6767] Transportation

Passed [C.J.p. 7788]

### PUBLIC WAY USAGE

#### Sidewalk Cafés

Kaliflower

333 N Michigan Ave

Reilly (42) O2019-7476

Referred [C.J.p. 6759] Transportation

Passed [C.J.p. 7780]

Limitless Coffee & Tea

675 N Wells St

Reilly (42) O2019-7499

Referred [C.J.p. 6760] Transportation

Passed [C.J.p. 7781]

Pie Cafe

5357 N Ashland Ave

Vasquez, Jr. (40) O2019-7467

Referred [C.J.p. 6749] Transportation

Passed [C.J.p. 7781]

Ruin Daily, The

328 S Jefferson St

Reilly (42) O2019-7502

Referred [C.J.p. 6760] Transportation

Passed [C.J.p. 7783]

Selam Market and Restaurant LLC

4543 N Broadway

Cappleman (46) O2019-7503

Referred [C.J.p. 6770] Transportation

Passed [C.J.p. 7783]

Small Cheval

1732 N Milwaukee Ave

Waguespack (32) O2019-7465

Referred [C.J.p. 6738] Transportation

Passed [C.J.p. 7783]

Tinto & Tapas

7958 W Belmont Ave

Sposato (38) O2019-8125

Referred [C.J.p. 8323] Transportation

Whale Chicago, The

2427-2431 N Milwaukee Ave

La Spata (1) O2019-7461

Referred [C.J.p. 6692] Transportation

Passed [C.J.p. 7785]



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## CITY COUNCIL LEGISLATIVE INDEX

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**PUBLIC WAY USAGE****Taxicab Stands**

E Illinois St, and N Michigan Ave

Taxicab Stand No. 606 - remove

Reilly (42)

SO2019-8009

Referred [C.J.p. 8325]

Transportation

**REPORTS****Quarterly**

Inspector General

2019 Q3

Dept./Agency

F2019-126

Filed [C.J.p. 6805]

**RESTRICTED RESIDENTIAL ZONES****Designation**

11th Ward 31st Precinct

Prohibition on new and additional shared housing  
units and vacation rentals

Thompson (11)

O2019-8021

Referred [C.J.p. 8296]

License

13th Ward 15th Precinct

Prohibition on new and additional shared housing  
units and vacation rentals

Quinn (13)

O2019-8006

Referred [C.J.p. 8299]

License

13th Ward 35th Precinct

Prohibition on new and additional shared housing  
units and vacation rentals

Quinn (13)

O2019-6931

Referred [C.J.p. 6711]

License

Passed [C.J.p. 7296]

**SIGNS/SIGNBOARDS**

Permit No. 100839401

Tunney (44)

Or2019-347

Referred [C.J.p. 6767]

Zoning

Passed [C.J.p. 8189]

3443 W Addison St

North elevation

Ramirez-Rosa (35)

Or2019-436

Direct Introduction

Zoning

Passed [C.J.p. 8183]

**SIGNS/SIGNBOARDS**

3443 W Addison St

West elevation

Ramirez-Rosa (35)

Or2019-437

Direct Introduction

Zoning

Passed [C.J.p. 8184]

800 W Belden Ave

Smith (43)

Or2019-438

Direct Introduction

Zoning

Passed [C.J.p. 8185]

210 N Carpenter St

Burnett (27)

Or2019-336

Referred [C.J.p. 6730]

Zoning

Passed [C.J.p. 8186]

3519 N Clark St

Permit No. 100839399

Tunney (44)

Or2019-344

Referred [C.J.p. 6767]

Zoning

Passed [C.J.p. 8187]

3519 N Clark St

Permit No. 100839400

Tunney (44)

Or2019-348

Referred [C.J.p. 6767]

Zoning

Passed [C.J.p. 8188]

3519 N Clark St

Permit No. 100839402

Tunney (44)

Or2019-346

Referred [C.J.p. 6767]

Zoning

Passed [C.J.p. 8190]

1216 W Cortez St

Burnett (27)

Or2019-406

Referred [C.J.p. 8312]

Zoning

8101 S Cottage Grove Ave

Harris (8)

Or2019-435

Direct Introduction

Zoning

Passed [C.J.p. 8191]

4646 S Drexel Blvd

East elevation

King (4)

Or2019-367

Referred [C.J.p. 6700]

Zoning

Passed [C.J.p. 8193]



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### SIGNS/SIGNBOARDS

4646 S Drexel Blvd	
South elevation	
King (4)	Or2019-366
Referred [C.J.p. 6700]	Zoning
Passed [C.J.p. 8192]	
916 W Fulton Market	
Permit No. 100828758	
Burnett (27)	Or2019-408
Referred [C.J.p. 8312]	Zoning
916 W Fulton Market	
Permit No. 100828760	
Burnett (27)	Or2019-407
Referred [C.J.p. 8312]	Zoning
1001 W Fulton Market	
Burnett (27)	Or2019-339
Referred [C.J.p. 6730]	Zoning
Passed [C.J.p. 8194]	
2290 S Grove St	
Thompson (11)	Or2019-368
Referred [C.J.p. 6710]	Zoning
Passed [C.J.p. 8195]	
670 W Hubbard St	
Burnett (27)	Or2019-337
Referred [C.J.p. 6730]	Zoning
Passed [C.J.p. 8196]	
910 W Huron St	
Burnett (27)	Or2019-409
Referred [C.J.p. 8312]	Zoning
620 N LaSalle Dr	
Reilly (42)	Or2019-341
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8197]	
112 N May St	
Burnett (27)	Or2019-338
Referred [C.J.p. 6730]	Zoning
Passed [C.J.p. 8198]	
444 N Michigan Ave	
Reilly (42)	Or2019-403
Referred [C.J.p. 8331]	Zoning

### SIGNS/SIGNBOARDS

646 N Michigan Ave	
Permit No. 100809159	
Reilly (42)	Or2019-378
Referred [C.J.p. 6761]	Zoning
Passed [C.J.p. 8199]	
646 N Michigan Ave	
Permit No. 100809164	
Reilly (42)	Or2019-380
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8200]	
646 N Michigan Ave	
Permit No. 100809165	
Reilly (42)	Or2019-379
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8201]	
410 N Milwaukee Ave	
Permit No. 100835308	
Burnett (27)	Or2019-410
Referred [C.J.p. 8312]	Zoning
410 N Milwaukee Ave	
Permit No. 100835309	
Burnett (27)	Or2019-411
Referred [C.J.p. 8312]	Zoning
410 N Milwaukee Ave	
Permit No. 100835310	
Burnett (27)	Or2019-412
Referred [C.J.p. 8312]	Zoning
410 N Milwaukee Ave	
Permit No. 100835311	
Burnett (27)	Or2019-413
Referred [C.J.p. 8312]	Zoning
410 N Milwaukee Ave	
Permit No. 100835313	
Burnett (27)	Or2019-414
Referred [C.J.p. 8312]	Zoning
410 N Milwaukee Ave	
Permit No. 100835314	
Burnett (27)	Or2019-415
Referred [C.J.p. 8312]	Zoning
3696 N Milwaukee Ave	
Gardiner (45)	Or2019-402
Referred [C.J.p. 8334]	Zoning



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**SIGNS/SIGNBOARDS**

4701 N Milwaukee Ave	
Gardiner (45)	Or2019-416
Referred [C.J.p. 8334]	Zoning
919 W Montrose Ave, 4334 N Hazel St	
Cappleman (46)	Or2019-434
Direct Introduction	Zoning
Passed [C.J.p. 8202]	
1001 W North Ave	
East elevation	
Burnett (27)	Or2019-340
Referred [C.J.p. 6730]	Zoning
Passed [C.J.p. 8204]	
1001 W North Ave	
North elevation	
Burnett (27)	Or2019-342
Referred [C.J.p. 6730]	Zoning
Passed [C.J.p. 8203]	
58 E Oak St	
Permit No. 100815200	
Reilly (42)	Or2019-343
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8205]	
58 E Oak St	
Permit No. 100815204	
Reilly (42)	Or2019-350
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8206]	
300 E Ohio St	
South elevation	
Reilly (42)	Or2019-374
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8208]	
300 E Ohio St	
West elevation	
Reilly (42)	Or2019-373
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8207]	
5335 S Pulaski Rd	
Southwest elevation	
Tabares (23)	Or2019-399
Referred [C.J.p. 8307]	Zoning

**SIGNS/SIGNBOARDS**

5335 S Pulaski Rd	
West elevation	
Tabares (23)	Or2019-400
Referred [C.J.p. 8307]	Zoning
565 W Randolph St	
Permit No. 100833415	
Reilly (42)	Or2019-375
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8209]	
565 W Randolph St	
Permit No. 100833416	
Reilly (42)	Or2019-376
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8210]	
565 W Randolph St	
Permit No. 100833417	
Reilly (42)	Or2019-377
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8211]	
639 W Roosevelt Rd	
North elevation	
Thompson (11)	Or2019-369
Referred [C.J.p. 6710]	Zoning
Passed [C.J.p. 8212]	
639 W Roosevelt Rd	
South elevation	
Thompson (11)	Or2019-370
Referred [C.J.p. 6710]	Zoning
Passed [C.J.p. 8213]	
639 W Roosevelt Rd	
West elevation	
Thompson (11)	Or2019-371
Referred [C.J.p. 6710]	Zoning
Passed [C.J.p. 8214]	
1007 N Rush St	
Permit No. 100838632	
Reilly (42)	Or2019-345
Referred [C.J.p. 6762]	Zoning
Passed [C.J.p. 8215]	



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### SIGNS/SIGNBOARDS

1007 N Rush St  
Permit No. 100838635  
Reilly (42) Or2019-349  
Referred [C.J.p. 6762] Zoning  
Passed [C.J.p. 8216]  
331 W Surf St  
North elevation  
Tunney (44) Or2019-334  
Referred [C.J.p. 6767] Zoning  
Passed [C.J.p. 8217]  
331 W Surf St  
West elevation  
Tunney (44) Or2019-333  
Referred [C.J.p. 6767] Zoning  
Passed [C.J.p. 8218]  
7435 W Talcott Ave  
Napolitano (41) Or2019-335  
Referred [C.J.p. 6750] Zoning  
Passed [C.J.p. 8219]  
12600 S Torrence Ave  
Sadlowski Garza (10) Or2019-332  
Referred [C.J.p. 6708] Zoning  
Passed [C.J.p. 8220]  
1 S Wacker Dr  
Reilly (42) Or2019-405  
Referred [C.J.p. 8331] Zoning  
101 N Wacker Dr  
Reilly (42) Or2019-372  
Referred [C.J.p. 6762] Zoning  
Passed [C.J.p. 8221]  
110 N Wacker Dr  
East elevation  
Reilly (42) Or2019-328  
Referred [C.J.p. 6762] Zoning  
Passed [C.J.p. 8223]  
110 N Wacker Dr  
North elevation  
Reilly (42) Or2019-330  
Referred [C.J.p. 6762] Zoning  
Passed [C.J.p. 8222]

### SIGNS/SIGNBOARDS

110 N Wacker Dr  
South elevation  
Reilly (42) Or2019-331  
Referred [C.J.p. 6763] Zoning  
Passed [C.J.p. 8225]  
110 N Wacker Dr  
West elevation  
Reilly (42) Or2019-329  
Referred [C.J.p. 6763] Zoning  
Passed [C.J.p. 8224]  
233 S Wacker Dr  
Reilly (42) Or2019-404  
Referred [C.J.p. 8331] Zoning

### SOCIAL ISSUES & PROGRAMS

Call for mandatory alive active shooter training for  
all public and private professional buildings  
Brookins (21), and Others O2019-8051  
Referred [C.J.p. 8305] Public Safety  
Call for renewed efforts of focus on renewable  
energy, with commitment to solar projects, and  
initiatives of renewable energy in City buildings,  
CTA bus fleet, creating Office of the Environment  
Lightfoot (Mayor), Cardenas R2019-686  
Referred [C.J.p. 4482] Health  
Re-Referred [C.J.p. 7201] Environment

### SPECIAL SERVICE AREAS

#### S.S.A. No. 1-2015 (State Street)

Tax levy, budget and 2020 service provider  
agreement  
Lightfoot (Mayor) O2019-7543  
Referred [C.J.p. 4480] Economic  
Passed [C.J.p. 7133]

#### S.S.A. No. 2 (Belmont/Central)

Tax levy, budget and 2020 service provider  
agreement  
Lightfoot (Mayor) O2019-7558  
Referred [C.J.p. 4480] Economic  
Passed [C.J.p. 7138]

#### S.S.A. No. 3 (Chicago Southwest)

Tax levy, budget and 2020 service provider  
agreement  
Lightfoot (Mayor) O2019-8375  
Referred [C.J.p. 6801] Economic



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### SPECIAL SERVICE AREAS

#### S.S.A. No. 4 (95th/Beverly)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8376

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 5 (Commercial Avenue)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8377

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 7 (Kedzie Industrial Park)

Tax levy, budget, and 2020 service provider agreement

Lightfoot (Mayor) O2019-7584

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7143]

#### S.S.A. No. 10 (Back of the Yards)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-7653

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7148]

#### S.S.A. No. 13 (Stockyards)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-7742

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7153]

#### S.S.A. No. 18 (North Halsted Street)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8378

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 19 (Howard Street)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8396

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 20 (South Western Avenue)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-7752

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7159]

### SPECIAL SERVICE AREAS

#### S.S.A. No. 21 (Lincoln Square)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8386

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 22 (Clark Street-Andersonville)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-7759

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7165]

#### S.S.A. No. 24 (Clark Street-Rogers Park)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8388

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 25 (Little Village)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8387

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 26 (Edgewater)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8389

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 29-2014 (West Town)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8390

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 31 (Greater Ravenswood)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-7767

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7171]

#### S.S.A. No. 33 (Wicker Park/Bucktown)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8391

Referred [C.J.p. 6801] Economic



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### SPECIAL SERVICE AREAS

#### S.S.A. No. 34 (Uptown)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8392

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 35-2015 (Lincoln Avenue)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8393

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 38 (North Center)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8394

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 39 (Brighton/Archer)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-7768

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7177]

#### S.S.A. No. 43 (Devon Avenue)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8400

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 44 (103rd Street-Beverly)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-7769

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7182]

#### S.S.A. No. 54 (Sheridan Road)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8401

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 55 (111th/Kedzie)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8395

Referred [C.J.p. 6801] Economic

### SPECIAL SERVICE AREAS

#### S.S.A. No. 59 (59th Street)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8397

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 60 (Albany Park)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-8398

Referred [C.J.p. 6801] Economic

#### S.S.A. No. 64 (Walden)

Tax levy, budget and 2020 service provider agreement

Lightfoot (Mayor) O2019-7770

Referred [C.J.p. 4480] Economic

Passed [C.J.p. 7187]

#### S.S.A. No. 71

Tax levy, budget and 2020 service provider agreement for Roseland

Lightfoot (Mayor) O2019-8399

Referred [C.J.p. 6801] Economic

### STREETS

#### Honorary Designations

"Honorary John Novi Way"

W Belmont Ave, between N Central Park Ave and N Lawndale Ave

Reboyras (30) O2019-6780

Referred [C.J.p. 6734] Transportation

Passed [C.J.p. 7844]

"Justice John Paul Stevens Way"

301-399 E Chicago Ave

Hopkins (2) O2019-7925

Referred [C.J.p. 8290] Transportation

#### Openings

opening of easements and right-of-ways including filled-over of old south branch of Chicago River to widen streets

S Wells St, W Harrison St

Sigcho-Lopez (25) O2019-6928

Referred [C.J.p. 6724] Transportation

Passed [C.J.p. 7829]



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### STREETS

#### Speed Limitations

N Milwaukee Ave, from N Western Ave to N  
Sacramento Ave  
20 mph  
La Spata (1) O2019-8146  
Referred [C.J.p. 8282] Pedestrian and  
Traffic Safety

#### Weight Limitations

S Karlov Ave, from W 31st St to W 33rd St  
5 tons  
Rodriguez (22) O2019-6512  
Referred [C.J.p. 4320] Pedestrian and  
Traffic Safety  
Failed to [C.J.p. 7335] SO2019-7938  
Pass  
S Kedvale Ave, from W 31st St to W 33rd St  
5 tons  
Rodriguez (22) O2019-6513  
Referred [C.J.p. 4321] Pedestrian and  
Traffic Safety  
Failed to [C.J.p. 7335] SO2019-7938  
Pass  
S Komensky Ave, from W 31st St to W 33rd St  
5 tons  
Rodriguez (22) O2019-6511  
Referred [C.J.p. 4321] Pedestrian and  
Traffic Safety  
Failed to [C.J.p. 7335] SO2019-7938  
Pass

### TAX INCENTIVES

#### Class 6(b)

Aero Chicago LLC  
Bldg. 837, Chicago O'Hare International Airport  
Napolitano (41) R2019-693  
Referred [C.J.p. 6751] Economic  
Adopted [C.J.p. 7192]  
Lance Construction Supplies, Inc.  
4207 W Ogden Ave  
Rodriguez (22) R2019-690  
Referred [C.J.p. 6720] Economic  
Adopted [C.J.p. 7195]

### TRAFFIC

#### Direction

W 50th St, from S Albany Ave to S Troy St  
Westerly  
Cardenas (12) O2019-8040  
Referred [C.J.p. 8266] Pedestrian and  
Traffic Safety

#### One-Way

S Albany Ave, from W 31st St to W 30th St  
Northerly  
Cardenas (12) O2019-8039  
Referred [C.J.p. 8266] Pedestrian and  
Traffic Safety  
S Kildare Ave, from W 26th St to W 31st St  
Southerly - amend  
Rodriguez (22) O2019-8233  
Referred [C.J.p. 8267] Pedestrian and  
Traffic Safety  
N Mulligan Ave, from W Ardmore Ave to W  
Rosedale Ave  
Southerly  
Gardiner (45) O2019-6508  
Referred [C.J.p. 4293] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 7306] SO2019-7931

#### Signs

#### Stop Signs

W 100th St, Malta St, and S Malta St  
All-Way  
Austin (34) Or2019-117  
Referred [C.J.p. 97793] Pedestrian and  
Traffic Safety  
Failed to [C.J.p. 7335] SO2019-7938  
Pass  
E 35th St, and S Rhodes Ave  
All-Way Stop - amend  
King (4) O2019-8090  
Referred [C.J.p. 8283] Pedestrian and  
Traffic Safety  
W 40th St, and S Kildare Ave  
Stop  
Burke (14) Or2019-420  
Referred [C.J.p. 8283] Pedestrian and  
Traffic Safety



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### TRAFFIC

#### Signs

#### Stop Signs

W 54th Pl, and S Homan Ave	
Burke (14)	Or2019-390
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7324]	SO2019-7930
W 64th Pl, and S Mayfield Ave	
Three-Way Stop	
Quinn (13)	Or2019-427
Referred [C.J.p. 8282]	Pedestrian and Traffic Safety
W 72nd St, and S Lawndale Ave	
All-Way Stop	
Quinn (13)	Or2019-429
Referred [C.J.p. 8282]	Pedestrian and Traffic Safety
E 77th St, and S Rhodes Ave	
Sawyer (6)	O2019-7860
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7324]	SO2019-7930
E 78th St, and S Rhodes Ave	
Stop	
Sawyer (6)	O2019-7861
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7324]	SO2019-7930
E 80th St, and S St. Lawrence Ave	
Stop	
Sawyer (6)	O2019-6897
Referred [C.J.p. 6686]	Pedestrian and Traffic Safety
Passed [C.J.p. 7323]	SO2019-7930
W Armitage Ave, and N Natoma Ave	
Stop	
Taliaferro (29)	Or2019-354
Referred [C.J.p. 6687]	Pedestrian and Traffic Safety
Passed [C.J.p. 7324]	SO2019-7930

### TRAFFIC

#### Signs

#### Stop Signs

W Congress Pkwy, and S Kildare Ave	
Stop	
Ervin (28)	O2019-7863
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 7324]	
1000 W Grand Ave	
All-Way Stop	
Burnett (27)	O2019-8117
Referred [C.J.p. 8283]	Pedestrian and Traffic Safety
S Kildare Ave, and W 40th St	
Stop	
Burke (14)	Or2019-419
Referred [C.J.p. 8283]	Pedestrian and Traffic Safety
S Lowe Ave, and W 87th St	
Stop	
Brookins (21)	Or2019-313
Referred [C.J.p. 6686]	Pedestrian and Traffic Safety
Passed [C.J.p. 7324]	SO2019-7930
N Menard Ave, and W Bloomingdale Ave	
Stop	
Taliaferro (29)	Or2019-355
Referred [C.J.p. 6687]	Pedestrian and Traffic Safety
Passed [C.J.p. 7324]	SO2019-7930
N Neenah Ave, and W Strong St	
All-Way	
Arena (45)	O2019-1613
Referred [C.J.p. 97793]	Pedestrian and Traffic Safety
Passed [C.J.p. 7324]	SO2019-7930
N New Hampshire Ave, and W Ardmore Ave	
Stop	
Napolitano (41)	Or2019-417
Referred [C.J.p. 8283]	Pedestrian and Traffic Safety



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### TRAFFIC

#### Signs

##### Stop Signs

W Schiller St, and N Sedgwick St

All-Way Stop

Burnett (27) Or2019-357

Referred [C.J.p. 6686] Pedestrian and Traffic Safety

Passed [C.J.p. 7324] SO2019-7930

##### Warning & Regulatory Signs

W 14th Pl, from S Morgan St to S Racine St

No Trucks Over 5 Tons

Thompson (11) O2019-1537

Referred [C.J.p. 97794] Pedestrian and Traffic Safety

Passed [C.J.p. 7333] SO2019-7936

W 15th St, from S Morgan St to S Racine St

No Trucks Over 5 Tons

Thompson (11) O2019-1534

Referred [C.J.p. 97794] Pedestrian and Traffic Safety

Passed [C.J.p. 7333] SO2019-7936

W 30th St, S Albany Ave to S Troy St

No Truck Parking

Cardenas (12) O2019-8038

Referred [C.J.p. 8285] Pedestrian and Traffic Safety

S Albany Ave, W 31st St to W 30th St

No Truck Parking

Cardenas (12) O2019-8205

Referred [C.J.p. 8285] Pedestrian and Traffic Safety

W Barry Ave, and N Mango Ave and W Wellington Ave from N Mango Ave to the first alley west

Permit Parking Zone During School Days

Reboyas (30) Or2019-433

Referred [C.J.p. 8284] Pedestrian and Traffic Safety

N Bosworth Ave, and W Pratt Ave

No Parking Except For Official School Personnel Parking Only

Hadden (49) O2019-6507

Referred [C.J.p. 4321] Pedestrian and Traffic Safety

Passed [C.J.p. 7331] SO2019-7934

### TRAFFIC

#### Signs

##### Warning & Regulatory Signs

N Desplaines St, and W Fulton St

Disabled Loading

Reilly (42) O2019-1607

Referred [C.J.p. 97794] Pedestrian and Traffic Safety

Passed [C.J.p. 7326] SO2019-7935

2827 W Division St

Reserved Disabled Parking

Maldonado (26) O2019-7822

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 7326] SO2019-7935

N Fairfield Ave, and W North Shore Ave

Reserved Disabled Parking - remove

Silverstein (50) O2019-8109

Referred [C.J.p. 8284] Pedestrian and Traffic Safety

S Greenwood Ave, from E 93rd St to E 94th St

and E 94th St from S Woodlawn Ave to S Greenwood Ave

No trucks

Harris (8) Or2018-477

Referred [C.J.p. 85754] Pedestrian and Traffic Safety

Passed [C.J.p. 7332] SO2019-7936

N Keating Ave, and W Peterson Ave

Three Hour Parking - amend

Nugent (39) O2019-8032

Referred [C.J.p. 8277] Pedestrian and Traffic Safety

N Kimball Ave, from W Newport Ave to W Addison St

No Truck Parking

Ramirez-Rosa (35) O2019-8200

Referred [C.J.p. 8285] Pedestrian and Traffic Safety

N Kimball Ave, from W Addison St to N Avondale Ave

Street Cleaning

Ramirez-Rosa (35) O2019-8153

Referred [C.J.p. 8283] Pedestrian and Traffic Safety



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### TRAFFIC

#### Signs

#### Warning & Regulatory Signs

3301 W Le Moyne St  
Reserved Disabled Parking  
Maldonado (26) O2019-7301  
Referred [C.J.p. 6670] Pedestrian and Traffic Safety  
Passed [C.J.p. 7326] SO2019-7935  
N Leamington Ave, and N Elston Ave  
Two Hour Parking  
Gardiner (45) O2019-8034  
Referred [C.J.p. 8278] Pedestrian and Traffic Safety  
N McClurg Ct, and E North Water St  
Reserved Disabled Parking  
Reilly (42) O2019-7844  
Direct Introduction Pedestrian and Traffic Safety  
Passed [C.J.p. 7326] SO2019-7935  
N Neva Ave, from W Higgins Ave to W Gregory St  
Two Hour Parking  
Napolitano (41) O2019-8258  
Referred [C.J.p. 8277] Pedestrian and Traffic Safety  
N State St, from W Kinzie St and W Chicago Ave  
Rush Hour Restrictions - remove  
Reilly (42) O2019-4243  
Referred [C.J.p. 2033] Pedestrian and Traffic Safety  
Passed [C.J.p. 7321] SO2019-7929  
2000 W Washburne Ave  
Police Personnel Parking Only  
Ervin (28) O2019-7864  
Direct Introduction Pedestrian and Traffic Safety  
Passed [C.J.p. 7330] SO2019-7932  
N Washtenaw Ave, and W Pratt Ave  
Reserved Disabled Parking  
Silverstein (50) O2019-8114  
Referred [C.J.p. 8284] Pedestrian and Traffic Safety

### TRIBUTES

Alvarado, Francisca  
Quinn (13) R2019-725  
Adopted [C.J.p. 8229]  
Anthony-Perez, Bobbie M. (Dr.)  
Sawyer (6) R2019-703  
Adopted [C.J.p. 8227]  
Barber, Peggy/O'Rourke, Tom  
Smith (43) R2019-737  
Adopted [C.J.p. 8262]  
Bilek, Agnes R.  
Quinn (13) R2019-700  
Adopted [C.J.p. 8229]  
Butler, Annette  
Brookins (21) R2019-728  
Adopted [C.J.p. 8246]  
Campbell, Starr  
Osterman (48) R2019-710  
Adopted [C.J.p. 8336]  
Cantone, Grace E.  
Quinn (13) R2019-701  
Adopted [C.J.p. 8230]  
Conner, Alfred  
Austin (34) R2019-709  
Adopted [C.J.p. 8256]  
McKinnon, Leonard  
Brookins (21) R2019-729  
Adopted [C.J.p. 8247]  
Ramirez, Jonathan C.  
Quinn (13) R2019-702  
Adopted [C.J.p. 8231]  
Rohacik, Jr., Charles J.  
Quinn (13) R2019-726  
Adopted [C.J.p. 8231]

### ZONING RECLASSIFICATIONS

#### Map No. 1-E

233 E Ontario Hotel Propco LLC  
233 E Ontario St  
App No. 20226, DX-12 to CPD  
Misc. Transmittal O2019-7967  
Referred [C.J.p. 6813] Zoning



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### ZONING RECLASSIFICATIONS

#### Map No. 1-F

CWI Chicago Hotel LLC

1-39 W Wacker Dr, 200-240 N State St, 2-40 W Lake St and 209-241 N Dearborn St

App No. 20117, BPD No. 381 to BPD No. 381 as amended

Misc. Transmittal SO2019-5518

Referred [C.J.p. 2200] Zoning

Passed as [C.J.p. 7871]

Substitute

Randolph Halsted LLC

723-741 W Randolph St, 101-133 N Halsted St

App No. 20231, DX-5 to DX-7 then DX-7 and RBPB No. 1230 to RBPB No. 1230 as amended

Misc. Transmittal O2019-7972

Referred [C.J.p. 6812] Zoning

#### Map No. 1-G

345 N. Morgan, LLC

1000 W Carroll Ave, 311 N Morgan St, and 345 N Morgan St

App No. 19980, M2-3 to DX5

Misc. Transmittal SO2019-1383

Referred [C.J.p. 95511] Zoning

Passed as [C.J.p. 7900]

Substitute

ELA Associates LLC

1234-1248 W Fulton Market, 301-315 N Elizabeth St

App No. 20059, M2-3 to DS-5

Misc. Transmittal SO2019-4344

Referred [C.J.p. 242] Zoning

Passed as [C.J.p. 7943]

Substitute

LG Development Group LLC

200-218 N Aberdeen St, 1100-1108 W Lake St, 213-233 N May St and 1111-1125 W Fulton St

App No. 20225, C1-1 to DX-5 then BPD

Misc. Transmittal O2019-7966

Referred [C.J.p. 6810] Zoning

### ZONING RECLASSIFICATIONS

#### Map No. 1-G

LG Development Group LLC

1132-1157 W Lake St, 146-208 N May St, 1132-1140 W Randolph St and 169-209 Racine Ave

C1-1, C1-2 and C1-3 to DX-5 then BPD

Misc. Transmittal O2019-7970

Referred [C.J.p. 6810] Zoning

#### Map No. 1-H

1830 West Grand LLC

1820-1830 W Grand Ave

App No. 20210T1, M1-2 to B1-3

Misc. Transmittal O2019-7956

Referred [C.J.p. 6814] Zoning

Planrise LLC

1801-1809 W Grand Ave

App No. 20203T1, M1-2 to B2-3

Misc. Transmittal O2019-7949

Referred [C.J.p. 6811] Zoning

#### Map No. 1-I

Gibbons Construction LLC

2423-2425 W Warren Blvd

App No. 20202T1, M1-1 to RM-5

Misc. Transmittal O2019-7948

Referred [C.J.p. 6809] Zoning

#### Map No. 1-L

Eichwedel, Paul N.

527 N Lockwood Ave

App No. 20176, RS-3 to RT-3.5

Misc. Transmittal O2019-6837

Referred [C.J.p. 4494] Zoning

Passed [C.J.p. 7951]

#### Map No. 2-G

Philip, Varughese

App No. 20184, RT-4 to RM-4.5

Misc. Transmittal O2019-6846

Referred [C.J.p. 4500] Zoning

Passed [C.J.p. 7970]



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### ZONING RECLASSIFICATIONS

#### Map No. 2-G

Vgreenlot LLC  
308-338 S Green St, 832-842 W Van Buren St  
App No. 20179, DX-5 to DX-7  
Misc. Transmittal SO2019-6847  
Referred [C.J.p. 4502] Zoning  
Passed as [C.J.p. 7951]  
Substitute

#### Map No. 2-I

2735 W Polk LLC  
2735 W Polk St  
App No. 20141, RT-4 to RM-4.5  
Misc. Transmittal O2019-6805  
Referred [C.J.p. 4505] Zoning  
Passed [C.J.p. 7970]

#### Map No. 3-G

1357 N Elston Ave  
App No. 20227, M3-3 to C3-3 then WBPD  
Misc. Transmittal O2019-7968  
Referred [C.J.p. 6814] Zoning

#### Map No. 3-H

906 N Ashland Condo Assn.  
906 N Ashland Ave  
App No. 20142T1, B1-2 to B1-3  
Misc. Transmittal O2019-6806  
Referred [C.J.p. 4504] Zoning  
Passed [C.J.p. 7971]

Bilton, Aaron  
1854 W Iowa St  
App No. 20146, RT4 to RM4.5  
Misc. Transmittal O2019-6810  
Referred [C.J.p. 4491] Zoning  
Passed [C.J.p. 7979]

#### Map No. 3-J

Azure Rentals LLC  
3500 W Hirsch St  
App No. 20209, RS-3 to RM-4.5  
Misc. Transmittal O2019-7955  
Referred [C.J.p. 6806] Zoning

### ZONING RECLASSIFICATIONS

#### Map No. 4-G

Chavez, Veronica  
1653 S Throop St  
App No. 20171, C1-2 to B2-3  
Misc. Transmittal O2019-6830  
Referred [C.J.p. 4492] Zoning  
Passed [C.J.p. 7979]  
TRP Racine 1850 LLC  
1848-1858 S Racine Ave, 1200-1210 W 19th St  
App No. 20216, B3-2 to B2-3  
Misc. Transmittal O2019-7942  
Referred [C.J.p. 6813] Zoning

#### Map No. 4-I

Pavel, Florin  
2720 W Cermak Rd  
App No. 20156T1, B3-2 to B2-3  
Misc. Transmittal O2019-6867  
Referred [C.J.p. 4500] Zoning  
Passed [C.J.p. 7980]

#### Map No. 5-F

Dasco Cleveland LLC  
2347 N Cleveland Ave  
App No. 20206, RS-3 to RT-4  
Misc. Transmittal O2019-7952  
Referred [C.J.p. 6808] Zoning

#### Map No. 5-H

GW North & Western LLC  
1601 N Western Ave  
App No. 20165T1, B3-2 and M1-2 to B3-2  
Misc. Transmittal O2019-6872  
Referred [C.J.p. 4496] Zoning  
Passed [C.J.p. 7988]

MRR 1665 N Milwaukee LLC  
1661-1667 N Milwaukee Ave  
App No. 20212T1, B3-5 to B3-3  
Misc. Transmittal O2019-7958  
Referred [C.J.p. 6810] Zoning



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### ZONING RECLASSIFICATIONS

#### Map No. 5-J

Elsewhere LLC  
3200 W Armitage Ave  
App No. 20144T1, C1-1 to C1-3  
Misc. Transmittal SO2019-6808  
Referred [C.J.p. 4495] Zoning  
Passed as [C.J.p. 7997]  
Substitute

#### Map No. 5-K

Tinoco, Daniel  
2200 N Keeler Ave, 4200 W Palmer St  
App No. 20093T1, RS-3 to RM-5  
Misc. Transmittal SO2019-5553  
Referred [C.J.p. 2210] Zoning  
Passed as [C.J.p. 8002]  
Substitute

#### Map No. 5-M

Lotus Home Builders LLC  
5612-5614 W Grand Ave  
App No. 20140, C1-1 to B2-2  
Misc. Transmittal O2019-6822  
Referred [C.J.p. 4498] Zoning  
Passed [C.J.p. 8007]

#### Map No. 5-N

Five Thirty One Partners LLC  
6632-6658 W North Ave  
App No. 20221T1, B3-1 to B2-3  
Misc. Transmittal O2019-7962  
Referred [C.J.p. 6808] Zoning

#### Map No. 6-F

MBZ Properties LLC  
2919-2929 S Halsted St  
App No. 20162T1, M1-2to B3-2  
Misc. Transmittal O2019-6871  
Referred [C.J.p. 4499] Zoning  
Passed [C.J.p. 8007]

### ZONING RECLASSIFICATIONS

#### Map No. 7-F

2616 North Clark LLC  
2616-2618 N Clark St  
App No. 20132T1, B1-2 to B3-5  
Misc. Transmittal O2019-6824  
Referred [C.J.p. 4505] Zoning  
Passed [C.J.p. 8014]

#### Map No. 7-G

1409 W Diversey Corp.  
1405-1413 W Diversey Ave  
App No. 20219T1, M1-2 to B3-5  
Misc. Transmittal O2019-7960  
Referred [C.J.p. 6814] Zoning

961 W Montana LLC  
961 W Montana St  
App No. 20175T1, RM-5 to B2-3  
Misc. Transmittal SO2019-6845  
Referred [C.J.p. 4504] Zoning  
Passed as [C.J.p. 8024]  
Substitute

Fletcher Lofts LLC  
3131-3141 N Sheffield Ave  
Aopp No. 20020T1, B2-5 to B2-5  
Misc. Transmittal O2019-3119  
Referred [C.J.p. 98004] Zoning  
Passed [C.J.p. 8034]

#### Map No. 7-L

2700-2740 N Central Ave, 5549-5601 W Diversey Ave  
App No. A8492, B3-1 to B1-1  
Reboyas (30) O2019-5470  
Referred [C.J.p. 4324] Zoning  
Passed [C.J.p. 8042]  
Chicago Title Land Trust No. 1111928  
2900 N Laramie Ave  
App No. 20199T1, RS-3 to B2-3  
Misc. Transmittal O2019-7945  
Referred [C.J.p. 6807] Zoning



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## ZONING RECLASSIFICATIONS

### Map No. 7-M

2700-2740 N Central Ave, 5549-5601 W Diversey Ave

App No. A8492, B3-1 to B1-1

Reboyas (30) O2019-5470

Referred [C.J.p. 4324] Zoning

Passed [C.J.p. 8042]

Property Match USA LLC - 3001-09 N Austin

3001-3007 N Austin Ave

App No. 20130, RS3 to C1-1

Misc. Transmittal SO2019-5694

Referred [C.J.p. 2208] Zoning

Passed as [C.J.p. 8055]

Substitute

Rosario, Margarita

2748 N Austin Ave

App No. 20173T1, B3-1 to B2-3

Misc. Transmittal SO2019-6838

Referred [C.J.p. 4500] Zoning

Passed as [C.J.p. 8042]

Substitute

### Map No. 8-F

Ricobeni, Catherine

500 W 32nd St

App No. 20224T1, RS3 to B3-3

Misc. Transmittal O2019-7965

Referred [C.J.p. 6812] Zoning

Vision Group Investments LLC

3849-3853 S Union Ave

App No. 20180T1, M2-3 to B2-2

Misc. Transmittal O2019-6850

Referred [C.J.p. 4502] Zoning

Passed [C.J.p. 8055]

### Map No. 8-G

Bensen Place LLC

3122-3128 S Benson St

App No. 20159T1, M2-3 to RT4

Misc. Transmittal SO2019-6855

Referred [C.J.p. 4491] Zoning

Passed as [C.J.p. 8070]

Substitute

## ZONING RECLASSIFICATIONS

### Map No. 8-I

Lin, Yao

2900-2902 W Pershing Rd

App No. 20102, RS3 to RT4

Misc. Transmittal O2019-5546

Referred [C.J.p. 2205] Zoning

Passed [C.J.p. 8085]

### Map No. 9-G

CA Residential 3542 N Southport LLC

3542 N Southport Ave

App No. 20182, B3-2 to B3-3

Misc. Transmittal O2019-6858

Referred [C.J.p. 4491] Zoning

Passed [C.J.p. 8085]

Raffety, Michael V.

3526 N Halsted St

App No. 20207, C1-3 to C1-2

Misc. Transmittal O2019-7953

Referred [C.J.p. 6811] Zoning

Skidelsky, Allon D.

3346 N Lakewood Ave

App No. 20214T1, RT-3.5 to RT-4

Misc. Transmittal O2019-7951

Referred [C.J.p. 6813] Zoning

### Map No. 9-H

Kretch, Michael

3914 N Hermitage Ave

App No. 20150T1, RS-3 to RT-4

Misc. Transmittal SO2019-6814

Referred [C.J.p. 4497] Zoning

Passed as [C.J.p. 8086]

Substitute

Placek, Areta/O'Hara, Corine A.

3528 N Ashland Ave

App No. 20213, B1-2 to C1-2

Misc. Transmittal O2019-7939

Referred [C.J.p. 6811] Zoning



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**ZONING RECLASSIFICATIONS**

**Map No. 9-H**

STRS L3 ACQ LLC  
3357-3361 N Lincoln Ave  
App No. 20205, B3-2 to C1-2  
Misc. Transmittal O2019-7940  
Referred [C.J.p. 6813] Zoning

**Map No. 9-I**

DePaul College Prep Foundation  
3246-3360 N Campbell Ave, 2500-2546 W  
Melrose St, and 3237-3429 N Rockwell St  
App No. 20228, RS-2 to C1-1 then C1-1 and IPD  
No. 1184 to IPD No. 1184 as amended  
Misc. Transmittal O2019-7969  
Referred [C.J.p. 6808] Zoning

**Map No. 9-J**

Sztejkowski, Grzegorz  
3644 W Belmont Ave  
App No. 20163, B1-1 to B2-2  
Misc. Transmittal O2019-6865  
Referred [C.J.p. 4501] Zoning  
Passed [C.J.p. 8097]

Wilmot Construction, Inc.  
3654-3656 W Belmont Ave  
App No. 20157T1, B1-1 to B3-3  
Misc. Transmittal SO2019-6868  
Referred [C.J.p. 4503] Zoning  
Passed as Substitute [C.J.p. 8097]

**Map No. 9-K**

Szymanski, Rafael  
3538 N Lowell Ave  
App No. 20149, RS3 to RM4.5  
Misc. Transmittal O2019-6813  
Referred [C.J.p. 4501] Zoning  
Passed [C.J.p. 8107]

**Map No. 9-L**

Battaglia, Gino  
5200 W Roscoe St  
App No. 20200, RS3 to RM4.5  
Misc. Transmittal O2019-7946  
Referred [C.J.p. 6807] Zoning

**ZONING RECLASSIFICATIONS**

**Map No. 9-L**

Conlon, Kim  
5259 W Roscoe St  
App No. 20138, RS-3 to RT-4  
Misc. Transmittal O2019-6819  
Referred [C.J.p. 4493] Zoning  
Passed [C.J.p. 8112]  
G7 Investment LLC - Series D  
3612 N Cicero Ave  
App No. 20172T1, B3-1 to B2-3  
Misc. Transmittal O2019-6831  
Referred [C.J.p. 4495] Zoning  
Passed [C.J.p. 8107]

**Map No. 9-N**

Roszkowski, Christopher  
3413-3415 N Harlem Ave  
App No. 20161, B3-1 to B3-2  
Misc. Transmittal O2019-6870  
Referred [C.J.p. 4500] Zoning  
Passed [C.J.p. 8112]

**Map No. 10-E**

Cobbs, Kandy  
4507-4509 S Indiana Ave  
App No. 20215, RM5 to B1-1  
Misc. Transmittal O2019-7941  
Referred [C.J.p. 6807] Zoning

**Map No. 10-L**

Academy for Global Citizenship  
4930-5004 W 44th St  
App No. 20230, RS3 to C1-1 then IPD  
Misc. Transmittal O2019-7971  
Referred [C.J.p. 6806] Zoning

**Map No. 11-G**

4635 Broadway LLC  
4635-4641 N Broadway  
App No. 20188, B2-3 to B3-3  
Misc. Transmittal O2019-6852  
Referred [C.J.p. 4506] Zoning  
Passed [C.J.p. 8124]



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### ZONING RECLASSIFICATIONS

#### Map No. 11-G

Lawrence Lofts LLC  
1039-1045 W Lawrence Ave  
App No. 20192T1, B3-3 to B3-5  
Misc. Transmittal O2019-6829  
Referred [C.J.p. 4497] Zoning  
Passed [C.J.p. 8124]

Malden Development LLC - 4502-04 N Beacon

4502-4504 N Beacon St  
App No. 20183T1, RS3 to B2-3  
Misc. Transmittal SO2019-6863  
Referred [C.J.p. 4499] Zoning  
Passed [C.J.p. 8113]

#### Map No. 11-H

4646 Damen LLC  
4646-4650 N Damen Ave  
App No. 20154, B2-3 to C1-3  
Misc. Transmittal O2019-6864  
Referred [C.J.p. 4506] Zoning  
Passed [C.J.p. 8140]

Jacie Construction LLC

4311 N Western Ave  
App No. 20155, B3-2 to B2-3  
Misc. Transmittal O2019-6866  
Referred [C.J.p. 4497] Zoning  
Passed [C.J.p. 8140]

#### Map No. 11-I

Coyle, Alan  
2763 W Lawrence Ave  
App No. 20091, B1-2 to B2-3  
Misc. Transmittal O2019-5557  
Referred [C.J.p. 2200] Zoning  
Passed [C.J.p. 8141]

Coyle, Gerald

4304-4308 N Western Ave  
App No. 20201T1, B3-1.5 to B2-3  
Misc. Transmittal O2019-7947  
Referred [C.J.p. 6807] Zoning

### ZONING RECLASSIFICATIONS

#### Map No. 11-I

Hoener, Eric  
4745 N Artesian Ave  
App No. 20198T1, RS-3 to RM-4.5  
Misc. Transmittal O2019-7944  
Referred [C.J.p. 6809] Zoning

#### Map No. 11-M

5920-22 W Irving Park Road LLC  
5920-5922 W Irving Park Rd  
App No. 20208, B3-1 to B2-2  
Misc. Transmittal O2019-7954  
Referred [C.J.p. 6814] Zoning

Moore, Mitchell

6101 W Montrose Ave  
App No. 20185, RS3 to B2-1  
Misc. Transmittal O2019-6848  
Referred [C.J.p. 4499] Zoning  
Passed [C.J.p. 8141]

Sandros Barber Shop, Inc.

5812 W Montrose Ave  
App No. 20217, RS-3 to B1-1  
Misc. Transmittal O2019-7943  
Referred [C.J.p. 6812] Zoning

#### Map No. 12-G

Salazar, Javier  
5255-5257 S Aberdeen St  
App No. 20211, RS3 to RT-4  
Misc. Transmittal O2019-7957  
Referred [C.J.p. 6812] Zoning

#### Map No. 13-G

11060 S Western Ave  
App No. A8486, B3-1 to B1-1  
O'Shea (19) O2019-5773  
Referred [C.J.p. 4322] Zoning  
Passed [C.J.p. 8152]

JAB Merger LLC

5524-5530 N Magnolia Ave  
App No. 20174, RS-3 to RT4  
Misc. Transmittal O2019-6840  
Referred [C.J.p. 4497] Zoning  
Passed [C.J.p. 8142]



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**ZONING RECLASSIFICATIONS**

**Map No. 13-G**

MCZ Sheridan LLC  
5356 N Sheridan Rd  
App No. 20096T1, B3-3 to B2-3  
Misc. Transmittal  
Referred [C.J.p. 2207]  
Passed [C.J.p. 8142]

O2019-5540  
Zoning

**Map No. 13-H**

Ward, Geri and Daniel  
2150 W Foster Ave  
App No. 20137, RS-3 to RT-4  
Misc. Transmittal  
Referred [C.J.p. 4502]  
Passed [C.J.p. 8152]

O2019-6818  
Zoning

**Map No. 13-I**

Western Carmen Bldg LLC  
5100-5108 N Western Ave  
App No. 20148, B3-2 to B2-3  
Misc. Transmittal  
Referred [C.J.p. 4503]  
Passed as Substitute [C.J.p. 8153]

SO2019-6812  
Zoning

**Map No. 15-H**

6301 N Western Avenue LLC  
6301-6333 N Western Ave  
App No. 20222T1, RS2 to B1-3  
Misc. Transmittal  
Referred [C.J.p. 6815]

O2019-7963  
Zoning

Almirante LLC

6203-6209 N Ravenswood Ave, 1774 W Granville Ave

App No. 20220T1, RS-3 to RM-6

Misc. Transmittal  
Referred [C.J.p. 6806]

O2019-7961  
Zoning

Miss Linnette LLC

5600 N Ashland Ave

App No 20218T1, RS3 to B1-2

Misc. Transmittal  
Referred [C.J.p. 6810]

O2019-7959  
Zoning

**ZONING RECLASSIFICATIONS**

**Map No. 15-H**

Samsami, Sohrab  
6131 N Hamilton Ave  
App No. 20223, RS3 to RT4  
Misc. Transmittal  
Referred [C.J.p. 6812]

O2019-7964  
Zoning

**Map No. 16-G**

Carter, Willie  
954 W 71st St  
App No. 20143, RT-4 to B2-1  
Misc. Transmittal  
Referred [C.J.p. 4491]  
Passed [C.J.p. 8180]

O2019-6807  
Zoning

Interfaith Housing Development Corporation of Chicago, The

1223 W Marquette Rd

App No. 19771, IRPD No. 378 to IRPD No. 378 as amended

Misc. Transmittal  
Referred [C.J.p. 81410]  
Passed as Substitute [C.J.p. 8163]

SO2018-6034  
Zoning

**Map No. 17-H**

Tibu, Cornel  
2119 W Touhy Ave  
App No. 20136, RS-3 to RT-3.5  
Misc. Transmittal  
Referred [C.J.p. 4501]  
Passed [C.J.p. 8180]

O2019-6817  
Zoning

**Map No. 17-O**

I/By LLC  
6547-6549 N Northwest Hwy  
App No. 20204, RS-3 to B1-1  
Misc. Transmittal  
Referred [C.J.p. 6809]

O2019-7950  
Zoning

**Map No. 20-K**

KNZ Auto Repair, Inc.  
4000 W 87th St  
App No. 20232, B3-1 to C2-1  
Misc. Transmittal  
Referred [C.J.p. 6809]

O2019-7973  
Zoning



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**ZONING RECLASSIFICATIONS**

Map No. 28-G

115 Halsted Properties LLC

11500 S Halsted St

App No. 20181, B3-1 to C1-1

Misc. Transmittal

O2019-6857

Referred [C.J.p. 4503]

Zoning

Passed [C.J.p. 8181]



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