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COPY



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

Regular Meeting -- Wednesday, February 24, 2021

at 10:00 A.M.

(Teleconference)

OFFICIAL RECORD.

LORI E. LIGHTFOOT
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, February 24, 2021

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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, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein.

Absent -- Alderman Austin.

Call To Order.

On Wednesday, February 24, 2021 at 10:00 A.M., the Honorable Lori E. Lightfoot, Mayor, called the City Council to order and noted that pursuant to applicable law and her determination that attendance by remote means was necessary because an in-person meeting was not practical or prudent due to the declared public disaster caused by COVID-19, the meeting was being conducted by videoconference. The Honorable Andrea M. Valencia, City Clerk, then 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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Quorum present.

Pledge Of Allegiance.

Mayor Lori E. Lightfoot led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Pastor William Hall of St. James Community Church opened the meeting with prayer.

PUBLIC COMMENT.

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

Nirmale Nereyeneribdy

Cyrus Rab

Junaid Ahmed

Kiran Gajendra

Imran Desai

Iliyaz Syed

Jasvir Singh

Mohamed Rasdee

Renee Patten

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:

Linda Marlovitz

Maggie Liston

Ravindra Pathare

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

Hemant Patel

Motika Anand

Kiran G.S.

Sachin Tripathi

Linda Marlovitz

Shishir Shetty

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE CHICAGO TEACHERS UNION PRESIDENT
KAREN LEWIS.

[R2021-224]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Sadlowski Garza, Ramirez-Rosa, Dowell, King, Hairston, Harris, Thompson, Cárdenas, Quinn, Burke, Coleman, Moore, O'Shea, Brookins, Rodriguez, Scott, Sigcho-Lopez, Maldonado, Ervin, Taliaferro, Reboyras, Waguespack, Austin, Villegas, Mitts, Nugent, Reilly, Smith, Tunney, Martin, Osterman, Hadden and Silverstein, a resolution honoring the life and memory of former Chicago Teachers Union President Karen Lewis.

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 members of this chamber were deeply saddened to learn of the death on February 8, 2021, at age 67, of Karen Lewis, the former president of the Chicago Teachers Union and a respected citizen of the City of Chicago; and

WHEREAS, Born on July 20, 1953, Ms. Lewis was raised in Chicago's Hyde Park neighborhood. Her parents, Geoffrey Jennings and Martha Gakins, were both Chicago Public School ("CPS") teachers. Ms. Lewis attended Kenwood High School, where her father taught wood shop, and Mount Holyoke College in Massachusetts before transferring to Dartmouth College in New Hampshire. The only Black woman admitted to its Class of 1974, Ms. Lewis graduated from Dartmouth College with a Bachelor's Degree in Sociology and Music; and

WHEREAS, After graduating from college, Ms. Lewis moved to Oklahoma and later to Barbados. In 1984, she returned to Chicago to attend medical school at the University of Illinois, initially hoping to become a doctor. While there, Ms. Lewis realized that she was most interested in chemistry. In 1987, Ms. Lewis began her 22-year teaching career with CPS as a substitute chemistry teacher at Sullivan High School, where, in her words, she fell "madly, passionately in love" with teaching. In 1990, Ms. Lewis began teaching full time at Lane Technical Preparatory High School, where she helped lead efforts to integrate students of color and from working class families into the student body. In 2006, she accepted a full-time teaching position at King College Preparatory High School; and

WHEREAS, Deeply committed to her students and fellow teachers, Ms. Lewis worked throughout her career to increase her teaching proficiency and knowledge about the unique challenges confronting public school students and educators. In 1993, Ms. Lewis received a Master's Degree in Education and Inner City Studies at Northeastern Illinois University, and, in 2002, she earned a Master's Degree in Fine Arts from Columbia College. A nationally certified CPS teacher, Ms. Lewis believed in teaching the whole child, once remarking that she "measured [her] success as a teacher by the hugs at the end of the year, by the conversations with kids who say, 'I never thought of it that way'"; and

WHEREAS, A formidable leader in the fight for public education reform, Ms. Lewis joined the Chicago Teachers Union ("CTU") in 1988, where she advocated for increased school funding, transparency in administration and social justice within the education system. A CTU delegate at Lane Technical High School, Ms. Lewis became increasingly involved in union activity when, in 2008, she was named co-chair of the newly formed Coalition of Rank-and-File Educators ("CORE"), a group of like-minded teachers who believed in funding public education, blocking the expansion of charter schools, resisting school closures and increases in class size, and fighting for the collective good of students, families and school communities; and

WHEREAS, In 2010, Ms. Lewis was elected president of the CTU. She led by example, reducing the salaries of union officers and transferring the savings into outreach programs for educators and staff, and spearheading *The Schools Chicago Students Deserve*, a 2012 report calling for increased funding for schools, smaller class sizes, more nurses and social workers, and a greater role for educators in developing school curriculum. She was elected in 2013 to a second term as CTU president, receiving 80 percent of the votes cast by its members, a position Ms. Lewis held until June of 2018, when she retired after undergoing brain surgery; and

WHEREAS, A truly remarkable woman, with a sharp wit and dazzling smile, Ms. Lewis was a connoisseur of the arts and culture. She spoke three languages, studied the Talmud, played the piano, loved the opera, show tunes and stand-up comedy, and enjoyed dancing; and

WHEREAS, Karen Lewis will always be remembered as a fierce advocate for public education, as a tenacious and tireless champion of Chicago's teachers and children; for her unerring pursuit of a just and equitable public school system, and for her deep-seated love of Chicago; and

WHEREAS, Karen Lewis is survived by her husband, John W. Lewis; her sister, Keli Jennings; her stepchildren, Antionette, Randolph and Adolph; her grandchildren, Kariah, Aaron, John, Jade, Jasmine and Journey; her great-grandchildren, Angel and Michaela; and by countless admirers and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 24th day of February 2021, do hereby the life and memory of Karen Lewis; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Karen Lewis as a sign of our sympathy and good wishes.

On motion of Alderman Mitchell, seconded by Aldermen Sawyer, Taylor, Scott, Ramirez-Rosa, Rodriguez, Taliaferro, King, Burnett, Rodriguez-Sanchez, Sigcho-Lopez, Moore, La Spata, Cardona, O'Shea, Curtis, Sposato, Vasquez, Hairston, Dowell, Ervin, Mitts,

Osterman, Gardiner, Coleman and Sadlowski Garza, the foregoing proposed 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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

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

At this point on the proceedings, the Honorable Lori E. Lightfoot, Mayor, joined the members of the City Council in honoring the life and legacy of the late Karen Lewis. Ms. Lewis was a great leader, friend, and mentor to so many people both here in Chicago and beyond, Mayor Lightfoot declared. A long-time "South Sider", Ms. Lewis grew into a fierce advocate who was never afraid to speak her mind and speak up on issues impacting our most underserved communities, the Mayor stated, and she remained determined to leave a "lasting impact wherever she went and serve as a role model for those who would come after her . . . and indeed that is a key part of her legacy". And throughout her life Ms. Lewis left her mark, the Mayor asserted, whether it be at Dartmouth College, where she became the only Black woman in the graduating class of 1974, or at some of our city's premier high schools including Lane Tech, Sullivan, and King College Prep, where she was a beloved chemistry teacher, or at the Chicago Teachers Union, where she served as one of the most outspoken, charismatic, and legendary and transformative leaders in the union's history. "The legacy that Karen leaves behind is one that will continue to inspire people from near and far to keep fighting for what they believe in and to use the power of collective action to demand righteous change", the Mayor continued, "and it is because of Karen's tireless work that our city has truly become a better place". Extending her condolences to Ms. Lewis' loving husband, John "Coach" Lewis and noting the resounding accolades by members of the City Council, Mayor Lightfoot stated that the loss of Ms. Lewis will leave a void in the hearts of those who were fortunate enough to be touched by her incredible spirit. "May she Rest in Power".

Mayor Lightfoot then asked the members of the City Council to join with her in a moment of silence in memory of the late Karen Lewis.

Rules Suspended -- RECOGNITION OF FEBRUARY AS BLACK HISTORY MONTH.
[R2021-223]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with the members of the City Council, a resolution recognizing February as Black History 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, February is Black History Month, an annual celebration of the many achievements by African Americans and their central role in the history of the United States; and

WHEREAS, Dr. Carter G. Woodson, who, with the Association for the Study of Negro Life and History, sponsored a national Negro History Week in 1926, choosing the second week of February to coincide with the birthdays of Abraham Lincoln and Frederick Douglass; and

WHEREAS, President Gerald Ford officially recognized Black History Month in 1976, calling upon the public to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history"; and

WHEREAS, Black History Month also encompasses National Freedom Day, which is February 1 and celebrates the anniversary of the approval of the 13th Amendment, which abolished slavery in the United States in 1865; and

WHEREAS, Each year, Black History Month has a specific theme, with this year's theme being "The Black Family: Representation, Identity, and Diversity"; and

WHEREAS, We celebrate the many black leaders in government, health care, education, law, science and other fields who serve as examples for all people to follow; and

WHEREAS, As a result of slavery, segregation, systemic racism and mass incarceration, the black family has often been fractured, but not broken, as the love within communities has extended the familial bonds to support the family through oppression and other hard times; and

WHEREAS, The City of Chicago's Municipal Code in Section 1-24-010 celebrates the fluid concept of the family by expansively defining what is meant by a family member, and by encompassing the many ways families form, exist, develop and survive as it appreciates and is inclusive of the families created by such dire conditions as suffered by so many; and

WHEREAS, Dr. Woodson thought it essential to young African Americans to understand and be proud of their heritage; and

WHEREAS, We recognize that we must continually recommit ourselves to this task of education, to see history not only through our own eyes, but through the eyes of those who experienced the world differently than we experience it and appreciate the struggles for the betterment of self, family and community that so many have suffered for, strived for, worked for and sacrificed for; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled here this 24th day of February 2021, do hereby celebrate Black History Month, and encourage all Chicagoans to join in the celebration.

On motion of Alderman Mitchell, seconded by Aldermen Ervin, Mitts, Taylor, Burnett, Taliaferro, Scott, Hadden, Waguespack, Moore, Rodriguez, Vasquez, Coleman, Sigcho-Lopez, Cappleman, La Spata, Curtis, Sposato, Lopez, Dowell, Rodriguez-Sanchez, Gardiner, King, Cárdenas and Harris, the foregoing proposed 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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

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

At this point in the proceedings, the Honorable Lori E. Lightfoot, Mayor, joined the members of the City Council in recognizing Black History Month. "Since its founding in 1915, Black History Month has provided us with an important opportunity to recognize and celebrate the many accomplishments and achievements of Black people throughout the history of this country", the Mayor stated, and these contributions "have had long-lasting impacts on our country that span the course of over 400 years". The theme of this year's Black History Month is "The Black Family: Representation, Identity, and Diversity" which recognizes "not only

highlights just how deep-rooted and impactful these contributions are . . . but it also speaks to the awe-inspiring ability of Black people to come together as a family -- whether chosen or not -- and create generational change", the Mayor observed. It is this "enduring sense of togetherness is foundational to the preservation of Black culture, identity, and diversity, especially during these times", the Mayor asserted, and it is also "foundational to the social and economic fabric of this country and this city. . . further proving that Black history is truly American history . . . and any effort to separate the two would be a great injustice to the Black people who built this country from the ground up". Reflecting on the sacrifices and "blood that built the wealth that others have enjoyed at our expense", Mayor Lightfoot expressed her hope and expectation that "we will all find ways to pay homage to the Black people and Black families both here in Chicago and across the country who have and continue to enrich our cultural, economic, and legal landscape". Mayor Lightfoot then recited the following excerpt from James Weldon Johnson's poem "Lift Every Voice and Sing":

"Lift every voice and sing
Till earth and heaven ring,
Ring with the harmonies of Liberty;
Let our rejoicing rise
High as the listening skies,
Let it resound loud as the rolling sea.
Sing a song full of the faith that the dark past has taught us,
Sing a song full of the hope that the present has brought us,
Facing the rising sun of our new day begun
Let us march on till victory is won."

Rules Suspended -- GRATITUDE EXTENDED TO CITY EMPLOYEES FOR DILIGENCE IN SNOW REMOVAL FOLLOWING RECORD-TYING SNOWFALL.

[R2021-222]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with the members of the City Council, a resolution thanking City employees for their diligent work in removing snow following the immense snowfall the City has experienced.

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 members of the chamber recognize and appreciate the significant commitment and dedication of the workers of the Departments of Streets and Sanitation, Transportation, Water Management, Aviation and Assets, Information and Services for their snow removal efforts over the last several weeks, as well as the workers of the Office of Emergency Management and Communications, Chicago Public Library, and the Departments of Family and Support Services, Buildings, Fire and Police for their efforts to ensure the safety and well-being of residents during the extreme weather; and

WHEREAS, Since late January 2021, Chicago has experienced brutal winter weather, including an entire season's worth of snow in about three weeks and a prolonged cold snap with temperatures below freezing for roughly two weeks; and

WHEREAS, This is the snowiest three-week stretch the City has seen since January 1979, punctuated by a massive winter storm, which dumped up to an additional 18 inches of snow in some parts of the city and prompted Governor J.B. Pritzker to issue a disaster proclamation; and

WHEREAS, As of February 16, the City saw nine straight days of measurable snow, tying the record for consecutive days of measurable snow in the city; and

WHEREAS, Already, Chicago has recorded more than 46 inches of snow this season, more than it sees on average over an entire winter; and

WHEREAS, In response to the severe winter weather, city crews, under the leadership of Department of Streets and Sanitation Commissioner John Tully and Deputy Commissioner Cole Stallard, worked around the clock to remove snow for the residents of Chicago with approximately 500 snow vehicles; and

WHEREAS, The Department of Aviation similarly dedicated significant effort and resources to remove snow and ice from runways and airport property to support the continuity of commerce and safe air travel for passengers; and

WHEREAS, Under the leadership of the Office of Emergency Management and Communications Executive Director Richard Guidice and the Department of Family and Support Services Commissioner Lisa Morrison Butler, services to protect Chicago's most vulnerable residents from extreme cold and snow were delivered including meals, shelter beds and warming centers at Community Service Centers, Chicago Public Library locations and police districts, as well as well-being checks conducted by community partners and the Chicago Police and Fire Departments; and

WHEREAS, In response to extreme temperatures and excessive snow, the Department of Buildings responded to 2,575 heat-related building complaints since the new year as well as 63 weather-related roof collapses; and

WHEREAS, The Department of Water Management worked to clear catch basins prior to the storm and responded to ruptured water mains and frozen water pipes resulting from extreme temperatures; and

WHEREAS, These City departments deserve recognition for their exemplary service and dedication to a swift response and recovery for the safety of the citizens of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 24th day of February 2021, do hereby extend to the Departments of Streets and Sanitation; Transportation; Water Management; Aviation; Assets, Information and Services; Family and Support Services; Buildings; Fire and Police, as well as the Office of Emergency Management and Communications and the Chicago Public Library our heartfelt gratitude and thanks for their exceptional service to the people of Chicago.

On motion of Alderman Mitchell, seconded by Aldermen Harris, O'Shea, Burnett, Sadlowski Garza, Hadden, Taliaferro, Mitts, Moore, Vasquez, Silverstein, Lopez, Dowell, Waguespack, Smith, Curtis, Cárdenas, Sposato, Osterman, La Spata, King, Maldonado, Rodriguez, Nugent, Ervin, Cardona, Scott, Thompson, Coleman, Sigcho-Lopez and Villegas, the foregoing proposed 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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

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

At this point in the proceedings, the Honorable Lori E. Lightfoot, Mayor, joined the members of the City Council in extending recognition and appreciation to the men and women of the Department of Streets and Sanitation, Office of Emergency Management and Communications, Department of Water Management, Department of Family and Support Services and Department of Housing for their dedication during the recent snowstorms. The extreme winter weather and intense snowfall over the past few weeks has posed a serious challenge to our safety and ability to get around, the Mayor observed, and a debt of gratitude is owed to these essential public servants who immediately sprang into action, working night and day to keep our streets open, our trains moving, and our residents safe and warm.

REGULAR ORDER OF BUSINESS RESUMED.

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

[A2021-24]

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

February 24, 2021.

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

LADIES AND GENTLEMEN -- I have reappointed Michael A. Moreno, Jr. as a member of Special Service Area Number 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2023.

2/24/2021

COMMUNICATIONS, ETC.

27513

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- APPOINTMENT OF JOE OLIVERI AS MEMBER OF SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).

[A2021-25]

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

February 24, 2021.

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

LADIES AND GENTLEMEN -- I have appointed Joe Oliveri as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term effective immediately and expiring January 21, 2023, to succeed Manuel Romero, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- APPOINTMENT OF EVAN MUELLNER AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2021-27]

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

February 24, 2021.

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

LADIES AND GENTLEMEN -- I have appointed Evan Muellner as a member of Special Service Area Number 29-2014, the West Town Commission, for a term effective immediately and expiring January 21, 2022, to complete the unexpired term of Candice C. Cusic, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- APPOINTMENT OF IULIA SKUIBIDA AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2021-26]

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

2/24/2021

COMMUNICATIONS, ETC.

27515

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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

LADIES AND GENTLEMEN -- I have appointed Iuliia Skuibida as a member of Special Service Area Number 29-2014, the West Town Commission, for a term effective immediately and expiring January 21, 2023, to succeed Amy M. Laria, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- AMENDMENT OF CHAPTER 2-44 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-44-135 ENTITLED "DEMOLITION PERMIT SURCHARGE ORDINANCE".

[O2021-746]

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

February 24, 2021.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, together with Aldermen Ramirez-Rosa and La Spata, I transmit herewith an ordinance imposing a demolition tax in some areas of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- AMENDMENT OF SECTIONS 17-12-0600, 17-12-1000, 17-12-1003 AND 17-12-1005 OF MUNICIPAL CODE REGARDING SIGN REQUIREMENTS FOR HIGH-RISE BUILDINGS.

[O2021-745]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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 high-rise signs requirements allowed on individual buildings.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

2/24/2021

COMMUNICATIONS, ETC.

27517

Referred -- LOAN RESTRUCTURING FOR BRAINERD SENIOR LLC REGARDING ACQUISITION OF MIXED-INCOME MULTI-FAMILY SENIOR CITIZEN HOUSING AT 8901 -- 8925 S. LOOMIS ST.

[O2021-790]

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

February 24, 2021.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit an ordinance authorizing the execution of mortgage, note and regulatory agreements for the Brainerd Senior Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENTS WITH CHICAGO PARK DISTRICT REGARDING PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AND REPAIRS AT VARIOUS CITY PARKS AND PLAYGROUNDS.

[O2021-755, O2021-756, O2021-757, O2021-760,
O2021-762, O2021-765, O2021-766, O2021-767,
O2021-768, O2021-770, O2021-771, O2021-774,
O2021-775, O2021-776, O2021-777,
O2021-778, O2021-779]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Chicago Park District regarding expenditure of TIF funds for park improvements and playground repairs.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2021
ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2021-747]

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

February 24, 2021.

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.

2/24/2021

COMMUNICATIONS, ETC.

27519

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVES FOR
PROPERTIES AT 1100 W. 37TH ST. AND 4616 -- 4624 W. SUPERIOR ST.
[O2021-752, O2021-754]

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

February 24, 2021.

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 Class 6(b) property tax status for properties located at 1100 West 37th Street and 4616 -- 4624 West Superior Street.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- SALE OF VARIOUS CITY-OWNED PROPERTIES.

[O2021-783, O2021-784, O2021-785,
O2021-786, O2021-787, O2021-788]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- SECOND AMENDMENT TO LEASE AGREEMENT WITH CHICAGO MUSIC AND DANCE THEATER REGARDING PAYMENT AND USE OF CITY FACILITIES.

[O2021-791]

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*:

2/24/2021

COMMUNICATIONS, ETC.

27521

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith an ordinance authorizing the execution of an amended ground lease agreement with the Chicago Music and Dance Theatre.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR
EXPANSION OF DONOVAN PARK AT 3609 S. LITUANICA AVE.

[O2021-780]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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 Open Space Impact Fee expenditure for the expansion of Donovan Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- AUTHORIZATION FOR ANNUAL PROGRAMS AND EVENTS FOR YEAR 2021 AND EXECUTION OF RELATED CONTRACTS WITH ARTISTS, VENDORS AND SPONSORS.

[O2021-781]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 24, 2021.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith an ordinance authorizing annual programs and events, and the execution of contracts with artists, vendors and sponsors for such programs and events.

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 documents have been filed in her office relating to the respective subjects designated as follows:

Placed On File -- EXECUTIVE ORDER 2021-1 CONCERNING ACCESS TO INFORMATION REGARDING ALLEGED POLICE MISCONDUCT.

[F2021-20]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of February 5, 2021, received in the Office of the City Clerk on February 5, 2021, transmitting Executive Order 2021-1 concerning access to information regarding alleged police misconduct, which was *Placed on File*.

Placed On File -- CITY TREASURER'S STATEMENT OF UPDATED INVESTMENT POLICY AND GUIDELINES.

[F2021-18]

A communication from the Office of the City Treasurer, under the date of January 28, 2021, received in the Office of the City Clerk on January 28, 2021, transmitting statement of updated investment policy and guidelines, which was *Placed on File*.

Placed On File -- CITY TREASURER'S PRELIMINARY YEAR 2020 ANNUAL REPORT REGARDING OVERALL INCOME, ASSET ALLOCATION, CASH POSITION AND PORTFOLIO CREDIT QUALITY.

[F2021-19]

A communication from Melissa Conyears-Ervin, City Treasurer, under the date of January 29, 2021, received in the Office of the City Clerk on January 29, 2021, transmitting, pursuant to Section 2-32-610 of the Municipal Code of Chicago, a report regarding the overall income on the total city holdings across all funds held by the Treasurer's Office including asset allocation, cash position and overall credit quality as of December 31, 2020, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S REPORT ON CHICAGO'S RESPONSE TO GEORGE FLOYD PROTEST AND UNREST.

[F2021-22]

A communication from the Office of Inspector General, under the date of February 18, 2021, received in the Office of the City Clerk on February 17, 2021, transmitting the Office of Inspector General's report on Chicago's response to George Floyd protest and unrest, which was *Placed on File*.

Placed On File -- CIVILIAN OFFICE OF POLICE ACCOUNTABILITY ANNUAL YEAR 2020 REPORT.

[F2021-24]

A communication from Sydney R. Roberts, Chief Administrator, Civilian Office of Police Accountability, under the date of February 16, 2021, received in the Office of the City Clerk on February 16, 2021, transmitting, pursuant to Section 2-78-150 of the Municipal Code of Chicago and the Consent Decree resulting from the *State of Illinois v. City of Chicago* (Northern District of Illinois, Eastern Division Case Number 17-cv-6260), the annual report of the Civilian Office of Police Accountability providing updates on operations, investigations and analysis of collected data for the period of January 1, 2020 through December 31, 2020, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on January 27, 2021 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 February 24, 2021 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 January 27, 2021, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Martin Abraham (Application Number 20615) -- 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 15-I bounded by:

a line 186.6 feet south of and parallel to West Hollywood Avenue; the public alley next east of and parallel to North Artesian Avenue; a line 216.6 feet south of and parallel to West Hollywood Avenue; and North Artesian Avenue (common address: 5639 North Artesian Avenue).

[O2021-616]

The Chicago Art Center (Application Number 20629) -- to classify as a B3-3 Community Shopping District instead of a B3-1 and B3-2 Community Shopping District and further, to classify as an Air Rights Planned Development instead of a B3-3 Community Shopping District the area shown on Map Number 13-L bounded by:

West Higgins Avenue; a line 55.33 feet east of and parallel to the east line of North Long Avenue; West Lawrence Avenue; North Long Avenue; and a line 25 feet east of and parallel to the east line of North Long Avenue (common address: 5415 West Higgins Avenue/5374 West Lawrence Avenue).

[O2021-623]

Cloud Property Management LLC, 2650 Series (Application Number 20623) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-I bounded by:

the public alley next north of and parallel to West 21st Place; a line 96 feet east of and parallel to South Washtenaw Avenue; West 21st Place; and a line 72 feet east of and parallel to South Washtenaw Avenue (common address: 2650 West 21st Place).

[O2021-604]

Cornel and Maria Coarda (Application Number 20627T1) -- 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 2-I bounded by:

the alley next north of and parallel to West Adams Street; a line 256 feet east of and parallel to South Washtenaw Avenue; West Adams Street; and a line 231 feet east of and parallel to South Washtenaw Avenue (common address: 2636 West Adams Street).

[O2021-626]

Country and Western LLC (Application Number 20633T1) -- to classify as a C1-2 Neighborhood Commercial District instead of an RS1 Residential Single-Unit (Detached House) District the area shown on Map Number 26-H bounded by:

a line 196.70 feet south of and parallel to West 109th Street; a line 265.00 feet east of and parallel to South Western Avenue; a line 290.51 feet south of and parallel to West 109th Street; and South Western Avenue (common Address: 10921 -- 10931 South Western Avenue).

[O2021-633]

James Cox (Application Number 20626) -- to classify as a B3-2 Community Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-J bounded by:

West Ferdinand Street; the alley next east of and parallel to North Hamlin Avenue; a line 54.3 feet south of and parallel to West Ferdinand Street; and North Hamlin Avenue (common address: 459 North Hamlin Avenue).

[O2021-628]

EZMB LLC (Application Number 20616T1) -- 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 1-G bounded by:

West Erie Street; a line 125 feet west of and parallel to North Armour Street; the alley next south of and parallel to West Erie Street; and a line 150 feet west of and parallel to North Armour Street (common address: 1513 West Erie Street).

[O2021-614]

Foxtrot Ventures, Inc. (Application Number 20635) -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of a B2-2 Neighborhood Mixed-Use District the area shown on Map Number 3-H bounded by:

North Milwaukee Avenue; a line 50 feet southeast of the intersection of North Damen Avenue and North Milwaukee Avenue, as measured at the southwesterly right-of-way line of North Milwaukee Avenue and perpendicular thereto; North Damen Avenue; and a line 0 feet southeast of the intersection of North Damen Avenue and North Milwaukee Avenue, as measured at the southwesterly right-of-way line of North Milwaukee Avenue and perpendicular thereto (common address: 1576 North Milwaukee Avenue).

[O2021-635]

Great Lakes Academy Support Corporation (Application Number 20622) -- 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 20-B bounded by:

a line 423.62 feet south of and parallel to East 84th Street; South Marquette Avenue; a line 461.26 feet south of and parallel to East 84th Street; and the public alley next west of and parallel to South Marquette Avenue (common address: 8442 South Marquette Avenue).

[O2021-605]

Rene King and Jonathan Cooper (Application Number 20638) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 15-H bounded by:

a line 324.5 feet south of and parallel to West Rosehill Drive; the alley next east of and parallel to North Ravenswood Avenue; a line 362.5 feet south of and parallel to West Rosehill Drive; and North Ravenswood Avenue (common address: 5717 North Ravenswood Avenue).

[O2021-636]

Ryan Landau (Application Number 20624) -- 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-J bounded by:

West Sunnyside Avenue; the alley next east of and parallel to North Spaulding Avenue; a line 38.6 feet south of and parallel to West Sunnyside Avenue; and North Spaulding Avenue (common address: 4457 North Spaulding Avenue).

[O2021-630]

Salvador Leanos (Application Number 20617) -- to classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 10-K bounded by:

the public alley next north of and parallel to West 47th Street; a line 99.74 feet west of and parallel to South Kedvale Avenue; West 47th Street; and a line 129.24 feet west of and parallel to South Kedvale Avenue (common address: 4144 West 47th Street).

[O2021-610]

Jacquelynn McCormick (Application Number 20637) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 24-H bounded by:

West 95th Street; South Longwood Drive; a line 94.91 feet south of and parallel to West 95th Street; and a line 130.33 feet west of and parallel to South Longwood Drive (common address: 1841 -- 1855 West 95th Street).

[O2021-638]

MP 140 Ashland LLC (Application Number 20630) -- to classify as a B3-5 Community Shopping District instead of an RM5 Residential and Multi-Unit District and further, to classify as Residential-Business Planner Development Number _____ instead of a B3-5 Community Shopping District the area shown on Map Number 1-H bounded by:

West Lake Street; North Ashland Avenue; West Maypole Avenue; a line 131.93 feet west of North Ashland Avenue, as measured at the north right-of-way line of West Maypole Avenue and perpendicular thereto; a line 156.98 feet north of and parallel to West Maypole Avenue; and a line 129.56 feet west of North Ashland Avenue, as measured at the south right-of-way line of West Lake Street and perpendicular to West Maypole Avenue (common address: 140 North Ashland Avenue).

[O2021-619]

Northwestern Memorial HealthCare (Application Number 20634T1) -- to classify as a B3-3 Community Shopping District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 9-K bounded by:

West Irving Park Road; North Kenneth Avenue; the alley next south of and parallel to West Irving Park Road; the centerline of said alley where no alley exists; and North Kilbourn Avenue (common address: 4435 -- 4471 West Irving Park Road, 3943 -- 3957 North Kilbourn Avenue and 3942 -- 3956 North Kenneth Avenue).

[O2021-634]

Kristen Nuelle (Application Number 20620) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 5-G bounded by:

a line 172.00 feet north of West Armitage Avenue; North Dayton Street; the public alley next north of and parallel to West Armitage Avenue; and the public alley next west of and parallel to North Dayton Street (common address: 2014 North Dayton Street).

[O2021-607]

160 North Morgan LLC (Application Number 20631) -- to classify as a DX-7 Downtown Mixed-Use District instead of a C1-2 Neighborhood Commercial District and further, to classify as a Residential-Business Planned Development instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

North Morgan Street; the public alley north of and parallel to West Randolph Street; the vacated alley west of and parallel to North Morgan Street; the public alley south of and parallel to West Lake Street; and a line 75.41 feet west of and parallel to North Morgan Street and West Lake Street (common address: 160 North Morgan Street/180 North Morgan Street).

[O2021-631]

1300 Ashland Opportunity LLC (Application Number 20636T1) -- to classify as a B3-5 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 4-G bounded by:

a line 67.00 feet north of and parallel to West Hastings Street; a line 132.20 feet west of and parallel to South Ashland Avenue; West Hastings Street; and South Ashland Avenue (common address: 1319 -- 1325 South Ashland Avenue/ 1542 -- 1554 West Hastings Street).

[O2021-637]

1625 West Warren Boulevard LLC (Application Number 20621) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-H bounded by:

West Warren Boulevard; a line 239.25 feet west of and parallel to North Ashland Avenue; the alley next south of and parallel to West Warren Boulevard; and a line 268.21 feet west of and parallel to North Ashland Avenue (common address: 1625 West Warren Boulevard).

[O2021-606]

1628 North Wells LLC (Application Number 20628T1) -- to classify as a B3-5 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 5-F bounded by:

a line 254.5 feet south of and parallel to West Eugenie Street; North Wells Street; a line 305 feet south of and parallel to West Eugenie Street; a line 115 feet west of and parallel to North Wells Street; a line 280 feet south of and parallel to West Eugenie Street; and a line 228.85 feet west of and parallel to North Wells Street (common address: 1628 -- 1630 North Wells Street).

[O2021-625]

2219 North Hamilton LLC (Application Number 20632) -- to classify as an Institutional Residential Planned Development District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-H bounded by:

West Lyndale Street; North Hoyne Avenue; West Webster Avenue; and North Hamilton Avenue (common address: 2101 -- 2125 West Lyndale Street/2200 -- 2240 North Hoyne Avenue/2100 -- 2124 West Webster Avenue/2201 -- 2243 North Hamilton Avenue).

[O2021-632]

4179 Belmont LLC (Application Number 20625T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 7-K bounded by:

West Belmont Avenue; a line 108 feet east of and parallel to North Tripp Avenue; the alley next south of and parallel to West Belmont Avenue; and North Tripp Avenue (common address: 4173 -- 4179 West Belmont Avenue).

[O2021-629]

6603 West Higgins Limited (Application Number 20619T1) -- 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 13-N bounded by:

West Higgins Avenue; a line 25 feet northwest of North Natoma Avenue, as measured at the southwesterly right-of-way line of West Higgins Avenue and perpendicular thereto; the alley next north of and parallel to West Berwyn Avenue; and a line 50 feet northwest of North Natoma Avenue, as measured at the southwesterly right-of-way line of West Higgins Avenue and perpendicular thereto (common address: 6603 West Higgins Avenue).

[O2021-608]

6632 North Clark LLC (Application Number 20618T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C2-2 Motor Vehicle-Related District the area shown on Map Number 17-H bounded by:

North Clark Street; West Wallen Avenue; the alley next west of and parallel to North Clark Street; and a line 52.51 feet north of and parallel to West Wallen Avenue (common address: 6632 -- 6634 North Clark Street).

[O2021-609]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

| | |
|---|------------------------|
| Allstate Insurance and Sapon, Christopher | [CL2021-68] |
| Auston, Lamont | [CL2021-87] |
| Brazelton-Sykes, Pamela A. | [CL2021-75] |
| Butler, Rhonda L. | [CL2021-82] |
| Dang, Liu V. | [CL2021-79] |
| DeRaedt, Kyle A. | [CL2021-76] |
| Evans, Laverne | [CL2021-74] |
| Fujisawa, Russell J. | [CL2021-73] |
| Godin, Samantha | [CL2021-77] |
| Golden, Bruce P. (2) | [CL2021-70, CL2021-78] |
| Gonzales, Rita | [CL2021-66] |
| Hernandez, Daniel A. | [CL2021-71] |
| Hruska, Charles J., IV | [CL2021-80] |
| Lagunas, Alejandro M. | [CL2021-89] |
| Lee, Richard J. | [CL2021-85] |
| Lee-Palmer, Patrick C. | [CL2021-88] |
| Nanthavinh, Vinhnithsoung M. | [CL2021-84] |

| | |
|--|-------------|
| Oliva, Priscilla | [CL2021-72] |
| Ortiz, Victor E. | [CL2021-83] |
| Progressive Insurance and Matthews, Geneva | [CL2021-81] |
| Toolis, Dolores | [CL2021-86] |
| Torres, Jose M. | [CL2021-69] |
| Woods, Helen | [CL2021-67] |

Referred -- CORRECTION OF SEPTEMBER 18, 2019 CITY COUNCIL JOURNAL OF PROCEEDINGS.

[O2021-617]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed correction of the *Journal of the Proceedings of the City Council of the City of Chicago* of September 18, 2019, which was *Referred to the Committee on Committees, Rules and Ethics.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF PRELIMINARY AGREEMENT WITH CITY OF JOLIET WITH REGARD TO ANTICIPATED WATER SUPPLY AGREEMENT FOR PROVISION OF WATER FROM LAKE MICHIGAN.

[O2021-420]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication authorizing the approval of the first amendment to the original ordinance revising the City of Joliet Water Supply Preliminary Agreement and establishing Advisory Council on Lake Michigan water supply agreements, having had the same under advisement, begs leave to report and recommend your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of 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, 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.

The following is said ordinance as passed:

WHEREAS, In accordance with the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois (the "State Constitution"), the City of Chicago (the "City") as a home rule unit of government may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City of Joliet, Illinois ("Joliet") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the State Constitution; and

WHEREAS, The City Council of the City (the "City Council") has determined that it is in the best interests of the City for the City to supply Lake Michigan water to Joliet pursuant to a water supply agreement for the provision of Lake Michigan water from the City's water system to Joliet to be negotiated and entered into between the City and Joliet (the "Water Supply Agreement"); and

WHEREAS, The City and Joliet have engaged in negotiations and come to a preliminary understanding with respect to certain terms of the Water Supply Agreement, as stated in that certain form of Preliminary Agreement with respect to the Anticipated Water Supply Agreement between the City of Chicago and the City of Joliet (the "Original Preliminary Agreement") attached as Exhibit A to the Original Ordinance (as defined herein); and

WHEREAS, As an exercise of its home rule power under Article VII, Section 6(a) of the State Constitution, the City authorized and approved the Original Preliminary Agreement in substantially the form attached as Exhibit A to an ordinance adopted by the City Council on December 16, 2020 (the "Original Ordinance"); and

WHEREAS, Since the date of the adoption of the Original Ordinance by the City Council, the City and Joliet have engaged in further discussions with respect to the terms to be included in the Water Supply Agreement; and

WHEREAS, The City and Joliet have found it necessary to revise the Original Preliminary Agreement to add and modify certain provisions of the Original Preliminary Agreement (the "Revised Preliminary Agreement"), including but not limited to provisions relating to the water rate structure and the term of the Water Supply Agreement; and

WHEREAS, Said form of Revised Preliminary Agreement is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, The City Council hereby determines that Joliet's purchase of water from the City, and the City's sale of water to Joliet including the City and Joliet's negotiating and entering into the Revised Preliminary Agreement is a function pertaining to the City's government and affairs; and

WHEREAS, The City Council has determined that it is in the best interests of the City to amend the Original Ordinance by deleting the form Original Preliminary Agreement attached thereto as Exhibit A to the Original Ordinance in its entirety and replacing said Original Preliminary Agreement with the Revised Preliminary Agreement with Joliet attached hereto as Exhibit B; and

WHEREAS, The City Council has determined that it is in the best interests of the City to enter into the agreement with Joliet in substantially the form of the Revised Preliminary Agreement attached hereto as Exhibit B; and

WHEREAS, The City is committed to promoting transparency and increased collaboration in relation to the City's supplying of City water to Purchasers, as defined in Section 3-80-020 of the Municipal Code of Chicago (the "Municipal Code"), located outside of the corporate limits of the City (the "Wholesale Water Customers"), as well as deepening the City's cooperation and collaboration by exploring the future possibility of a collaboration with Wholesale Water Customers in the northeastern region of the State of Illinois; and

WHEREAS, The City Council has determined that it is necessary and in the best interests of the City to demonstrate its aforementioned commitment by endorsing the establishment by the City's Commissioner of Water Management (the "Commissioner") of a working group composed of employee representatives of the City, Joliet and other municipalities and entities that are or are under contract to become Wholesale Water Customers of the City (the "Advisory Council"); now, therefore,

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

SECTION 1. Incorporation Of Recitals; Definitions. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein. All terms not otherwise defined herein shall have the meanings set forth in the Original Ordinance.

SECTION 2. Power And Authority Of City Council. This ordinance is an exercise of the City's home rule power under Article VII, Section 6(a) of the State Constitution.

SECTION 3. Establishment Of Advisory Council. The City Council hereby endorses the establishment by the Commissioner of the Advisory Council to be consistent with the concepts and principles (i) as contained in the provisions of Section 17 and Attachment A of the Revised Preliminary Agreement attached hereto as Exhibit B, and (ii) as provided in Exhibit A attached hereto and incorporated herein.

SECTION 4. Amendment Of Original Ordinance:

(a) The Original Ordinance is hereby amended by deleting in its entirety the form of Original Preliminary Agreement attached thereto as Exhibit A and replacing it with the form of Revised Preliminary Agreement attached hereto as Exhibit B.

(b) All references in the Original Ordinance to the "Ordinance" shall be deemed to refer to the Original Ordinance as amended by this ordinance. All references in the Original Ordinance to the "Pre-Agreement" shall be deemed to refer to the Revised Preliminary Agreement.

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

SECTION 5. Further Authorizations. The Commissioner is hereby authorized to take all actions necessary and enter into and execute any other documents or agreements necessary to effect the provisions of this ordinance.

SECTION 6. Severability; Effective Date. 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. 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. 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 under this ordinance or to impair the validity of this ordinance or the instruments authorized by this ordinance; 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. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A"
(To Ordinance)

Advisory Council.

The Advisory Council's functions include the following:

1. Review on an annual basis, the capital improvement program of the City water system and inform the Wholesale Water Customers about scheduled capital improvements, routine operation and maintenance that may, in part, impact Wholesale Water Customers;
2. Periodically review and evaluate the rates, rate methodology, and performance of the City water system based on the information furnished by the City, and discuss issues related to rate setting methodology, the status of any rate adjustments, and the inputs and assumptions required for the annual cost of service study for Wholesale Water Customers;
3. Review and provide input on the budget components for the City water system in connection with the City's annual budget process;

4. Collaborate regarding matters affecting the water industry and customers of the City water system and supply of water in the northeastern Illinois region, including development and implementation of water policy as well as public information and education;
5. Encourage continued and ongoing day-to-day communications between operators of the City water system and operators of the Wholesale Water Customers' water systems;
6. Review Lake Michigan water use requirements, non-revenue water reduction, and the impact of potential future wholesale and other large quantity customers on the City water system;
7. Provide input regarding the quality and source of raw Lake Michigan water as well as treated Lake Michigan water provided by the City to the Wholesale Water Customers;
8. Provide input to the City to develop appropriate methods for, and to improve, operational coordination in the operation of the City water system as it delivers Lake Michigan water to the Wholesale Water Customers;
9. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Lake Michigan water supply;
10. While acknowledging that the City is subject to applicable provisions under the Municipal Code and other procurement rules and regulations, suggest, review and provide input to the City on cost effectiveness and cost control initiatives in contractual services, commodities and services provided by the City directly related to the City's provision of Lake Michigan water to Wholesale Water Customers where the City provides support and services to the City's Department of Water Management;
11. Review and communicate regarding changes or adjustments to the City water rates and rate methodology for Lake Michigan water;
12. Review and discuss operational cost effectiveness and efficiencies affecting water rates;
13. Conduct a review of the billing procedures, schedules and invoices from the City to the Wholesale Water Customers who are members of the Advisory Council, and any changes or adjustments to the rate; and
14. Review the City's debt schedules and financing plans pertaining to the City water system, as well as any costs allocated to the Wholesale Water Customers.

Exhibit "B".
(To Ordinance)

*Preliminary Agreement With Respect To Anticipated
Water Supply Agreement With City Of Joliet.*

This Preliminary Agreement With Respect to an Anticipated Water Supply Agreement Between the City of Chicago and the City of Joliet ("Agreement") is made and entered into by and between the City of Chicago ("Chicago"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution ("Illinois Constitution") of the State of Illinois ("State"), by and through its Department of Water Management ("DWM"), and the City of Joliet ("Joliet"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the Illinois Constitution. Together Chicago and Joliet shall be referred to as the "Parties", and at times, individually a "Party". The Agreement is authorized by an ordinance adopted by the City Council of the City of Chicago ("Chicago City Council") on February __, 2021, and by an ordinance adopted by the City Council of the City of Joliet ("Joliet City Council") on _____, 2021.

RECITALS

WHEREAS, in 2019 Joliet issued a Request for Information ("RFI") for the purpose of identifying possible available alternate water supply sources and providers. Joliet has been investigating a variety of alternative sources of water supply for its residents and businesses; and

WHEREAS, Chicago is the owner and operator of waterworks providing intake, treatment and distribution of Lake Michigan water ("Water") to customers ("Chicago Water System"); and

WHEREAS, on August 22, 2019, Chicago filed its Notice of Intent and provided Joliet with options for the provision of Water from the Chicago Water System to Joliet; and

WHEREAS, Joliet has engaged a team of consultants ("Consulting Team") to assist in analyzing the two alternatives for a source of Water supply designated by the Joliet City Council, and to prepare and present a report and recommendations to the Joliet City Council on the two alternatives; and

WHEREAS, Chicago and Joliet have been engaged in continuing and ongoing discussions regarding the possibility of establishing the New Water Supply Infrastructure (as defined in Section 2) in preliminary concept plans and designs for Chicago to supply Water to Joliet ("Preliminary Concept Plan"); and

WHEREAS, the Preliminary Concept Plan currently anticipates the construction of New Water Supply Infrastructure, some of which will be on the Southwest Pumping Station site, located at 8422 South Kedvale Avenue, in Chicago, Illinois ("Southwest Pumping Station Site"). The New Water Supply Infrastructure may include, but not be limited to the Project Elements (as defined in Section 2); and

WHEREAS, the Preliminary Concept Plan also currently anticipates the construction of the Suction Well as an underground tank on land which is part of Durkin Park, a public park owned by the Chicago Park District, which is located at 8445 South Kolin Avenue, Chicago, Illinois ("Durkin Site"), just west of the Southwest Pumping Station; and

WHEREAS, Chicago has entered into discussions with the Chicago Park District to obtain the necessary title to, and other interests in land of, the Durkin Site from the Chicago Park District; and

WHEREAS, as part of the negotiations between the Parties relating to entering into the Water Supply Agreement, the Parties have reached an understanding regarding certain key terms that would provide a basis for an ongoing, long-term agreement between Chicago and Joliet that would facilitate the provision of a new, safe, clean and reliable source of Water supply to Joliet, which the Parties currently intend to occur not later than January 1, 2030 (“Targeted Water Delivery Date”), subject to execution of a Water Supply Agreement between the Parties and which shall include establishing a mutually agreed-upon Planning, Design and Construction Coordination Plan (defined herein); and

WHEREAS, the Consulting Team presented its analysis of the two Water alternatives to the Joliet City Council in November 2020, and the Joliet City Council anticipates completing its review and analysis to determine which alternative Joliet will pursue soon thereafter; and

WHEREAS, Joliet has requested that Chicago approve this Agreement to demonstrate its commitment to being the Water supplier for the City of Joliet and enter into a long-term agreement to provide Water supply on the proposed terms and conditions included in this Agreement; and

WHEREAS, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970, a home rule unit of government may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, morals, and welfare, and Chicago and Joliet are both home rule units; and

WHEREAS, each of the Parties hereby determines that Joliet’s purchase of Water from Chicago and Chicago’s sale of Water to Joliet, including the Parties’ negotiating and entering into both this Agreement and the Water Supply Agreement, is a function pertaining to each Party’s government and affairs;

NOW THEREFORE, the Parties, in consideration of the premises and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

AGREEMENT

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated in and made a part of this Agreement by this reference.

SECTION 2. DEFINITIONS

Certain capitalized terms herein shall have the meanings ascribed to them in this Section 2, unless otherwise provided in this Agreement.

“Chicago New Water Supply Infrastructure” shall mean the portion of the New Water Supply Infrastructure consisting of the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve.

“Chicago Service Valve” shall mean a valve installed downstream and outside of the Low Service Pump Station and upstream of the Meter Vault for (a) connecting the Joliet New Water Supply Infrastructure to the Chicago New Water Supply Infrastructure; and (b) separating the Joliet New Water Supply Infrastructure from the Chicago Water System.

“High Service Pump Station” shall mean that certain high service pumping station to be located on the Southwest Pumping Station Site.

“IDNR” shall mean the Illinois Department of Natural Resources, or any successor agency.

“IEPA” shall mean the Illinois Environmental Protection Agency, or any successor agency.

“Joliet Customers” shall mean the Joliet Retail Customers, the Joliet Retail Outside Customers and the Subsequent Purchasers.

“Joliet New Water Supply Infrastructure” shall mean the portion of the New Water Supply Infrastructure consisting of the Meter Vault, Suction Well, High Service Pump Station and Transmission Main-Chicago.

“Joliet Retail Customers” shall mean retail Water customers of Joliet located within the corporate limits of Joliet.

“Joliet Retail Outside Customers” shall mean retail Water customers of Joliet located outside the corporate limits of Joliet.

“Low Service Pump Station” shall mean that certain low service pumping station to be located on the Southwest Pumping Station Site.

“Meter Vault” shall mean a vault located on the Southwest Pumping Station Site between the Low Service Pump Station and the Suction Well and containing the primary Joliet meter(s).

“New Water Supply Infrastructure” shall mean a new Chicago-to-Joliet water supply infrastructure for Chicago to supply Water to Joliet, and shall include infrastructure located both within and outside the corporate limits of Chicago. New Water Supply Infrastructure includes, without limitation, the Chicago New Water Supply Infrastructure, the Joliet New Water Supply Infrastructure, and the Project Elements.

“Point of Demarcation” shall refer to the location of the Chicago Service Valve.

“Project Element” shall mean any of the following to the extent located within the corporate limits of Chicago: the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station, the Chicago Service Valve, the Meter Vault, the Suction Well, the High Service Pump Station and the Transmission Main-Chicago. “Project Elements” shall mean all of the Project Elements.

“Subsequent Purchasers” shall mean wholesale purchasers of water located outside of Joliet’s corporate limits.

“Suction Well” shall mean that certain suction well to be installed as an underground tank on the Durkin Site and including all underground and above-ground structures and appurtenances necessary for the operation and maintenance of said suction well.

“Transmission Main” shall mean that certain water main and other appurtenances required for a complete system running from the Southwest Pumping Station Site to Joliet for the transmission of Water from Chicago to Joliet.

“Transmission Main-Chicago” shall mean that certain portion of the Transmission Main located within the corporate limits of Chicago.

“Tunnel Connection” shall mean that certain tunnel connection at the Southwest Pumping Station Site including a below-ground shaft, gates, and appurtenances for connecting the Tunnel Extension to the existing tunnels of the Chicago Water System.

“Tunnel Extension” shall mean that certain tunnel extension at the Southwest Pumping Station Site between the Tunnel Connection extending to and serving as the suction well for the Low Service Pump Station and including all below-ground shafts, gates, and appurtenances for the construction and operation of said tunnel extension.

SECTION 3. COMMITMENT TO CONTINUE NEGOTIATIONS TO ENTER INTO A LONG-TERM WATER SUPPLY AGREEMENT

3.1. In the event that the Joliet City Council determines to pursue the acquisition of a long-term supply of Water from Chicago, and this agreement is approved by Joliet and entered into by and between Chicago and Joliet, the Parties hereby acknowledge and agree that they will enter into additional discussions regarding the details of the conceptual terms and conditions of this Agreement for inclusion in a long-term agreement for the supply of Water by Chicago to Joliet and for the development of New Water Supply Infrastructure to facilitate the supply of Water to Joliet (“Water Supply Agreement”).

3.2. The Parties agree that the Water Supply Agreement will include language finalizing and setting out in detail, the agreed-upon conceptual terms outlined in Sections 2, and 5 through 20 of this Agreement, unless otherwise mutually agreed by the Parties.

3.3. The Parties agree that the Water Supply Agreement will include additional provisions that are not specifically mentioned in this Agreement but that are necessary to provide an agreement that will establish the ongoing relationship of the Parties regarding the provision of Water by Chicago to Joliet.

3.4. Each Party acknowledges and agrees that, subject to completion of negotiations and obtaining all requisite authority for execution, said Party intends to enter into the Water Supply Agreement no later than October 31, 2021, unless the Parties mutually agree to a different date, and that each Party will work in good faith to achieve such result.

3.5. During the term of this Agreement, Joliet agrees to provide periodic updates to Chicago regarding: (a) the status of Joliet’s application to the IDNR for a permit for an allocation of Water from Lake Michigan; (b) the status of activities relating to the possible formation of the Regional Water Commission (as defined herein); (c) the status of Joliet’s program to obtain financing for the Joliet New Water Supply Infrastructure as well as the rest of the Project Elements to the extent Chicago is unable to do so, including without limitation an update after Chicago acquires the Durkin Site, an update between 60 and 90 days prior to submission of the Water Supply Agreement to the Chicago City Council and Joliet City Council, and in the event of a material change in the financing program, Joliet shall provide an update on a quarterly basis; (d) the status of Joliet’s planning, design, financing and construction of the New Water Supply Infrastructure located outside the corporate limits of Chicago, and (e) the status of the development of Joliet’s water source transfer testing plan and provide a copy of any final approved plan to Chicago.

3.6. City Council Support. As a further indication of Chicago’s support of the Advisory Council concept described in this Agreement, the Chicago City Council has adopted an ordinance on _____, 2021 endorsing the creation by the Commissioner of DWM of the Advisory Council to be consistent with the concepts and principles in Section 17 and Attachment A of this Agreement.

3.7. Staff Liaison. During the term of this Agreement, each Party shall assign certain personnel to act as staff liaisons to the other Party. Chicago shall assign the Commissioner of DWM, the Chief Financial Officer and the Deputy Comptroller of Financial Policy or their designees to be staff

liaisons with Joliet, for matters regarding the negotiation of the terms of the Water Supply Agreement and performance of the cost of service audit described in Section 15 below; and the Commissioner of DWM for matters relating to water and water supply, including without limitation, DWM design standards and preferences, water quality standards, and the water source transfer testing plan (as described in Section 3.10). Joliet will assign the Director of Public Utilities or a designee to be the staff liaison with Chicago. The Parties will identify and appoint any replacement personnel, as needed and as necessary and will notify the other Party as to such replacement.

3.8. Chicago Support. As a further indication of Chicago's support for the transactions contemplated by this Agreement and the Water Supply Agreement, such as formation of a Regional Water Commission (as defined in Section 16.1), Joliet's application for an allocation of Lake Michigan water, and pursuing and obtaining funding for contemplated water improvements described in this Agreement or as required for implementation of the Water Supply Agreement, Chicago will provide assistance to Joliet where appropriate in connection with efforts related to such transactions from time to time where necessary and useful to support Joliet in its efforts to implement this Agreement and the Water Supply Agreement.

3.9. Technical Assistance. In the event that the Parties are unable to reach agreement on the application or interpretation of the M1 Manual (as defined in Section 15.2) to the initial cost of service study described in Section 15.2 below during negotiation of the Water Supply Agreement, the Parties agree that, in addition to their own water rate and waterworks valuation consultant, they may jointly retain a mutually acceptable independent, neutral, reputable and qualified water rates and waterworks evaluation consultant, who may be part of a reputable and qualified engineering firm. Such consultant and firm shall not be in a contractual or business relationship with either Chicago or Joliet other than for the work assisting with the negotiation of the Water Supply Agreement. The role of the independent consultant shall be to meet and confer with the consultants retained by each Party for the purpose of clarifying the M1 Manual and enabling the Parties to reach agreement on the methodology for the cost of service study. The total cost incurred with respect to said independent consultant shall be paid by the Parties on a 50/50 basis.

3.10. Water Source Transfer Testing Plan Support. Chicago and Joliet agree to collaborate and provide support and assistance in connection with Joliet's completion of its water source transfer testing plan to enable a smooth transition from well water to Lake Michigan Water for Joliet. Such assistance may include, without limitation and as reasonably required, providing relevant source transfer information, providing a point of connection to obtain either finished water prior to corrosion control addition or finished water after corrosion control addition (depending on the type of corrosion control being used by Chicago), the ability to use Chicago's existing water testing equipment, as available, providing space for testing including at the Eugene Sawyer Purification Plant or the Southwest Pumping Station, providing water for testing and other items required for Joliet to complete its water source transfer testing plan. If testing requires use of pipe loops, Joliet will construct and use its own water testing loop, including for any testing-related equipment and capital improvements. Joliet shall pay the costs relating to water sampling and testing.

3.11. Preliminary Cost of Service Information.

a. Chicago agrees to provide to Joliet a cost of service study, including all supporting documentation, showing what the cost of service would be for Joliet based on the costs incurred by Chicago:

- i. For the year 2018, no later than seven days after the approval and execution of this Agreement by both Parties and execution by Joliet of a confidentiality agreement with Chicago regarding the information contained in the cost of service studies; and
- ii. For the year 2019, no later than April 1, 2021,

which cost of service studies shall together constitute the audit required pursuant to Section 15.2(b)(i) of this Agreement. Each such study shall include all audited information including detailed calculations as well as backup materials to support the study, to the extent practicable and available.

b. After Joliet's receipt of the 2018 cost of service study required by Section 15.2(b)(i) of this Agreement, including all supporting documentation as described in Section 3.11(a) above:

- i. Joliet will commence its open book review as provided in Section 15.2(b)(i) and provide its comments and questions regarding the audit within 150 days of receipt of the 2018 cost of service study including all supporting documentation, as long as Chicago has provided the 2019 cost of service study and all supporting documentation as described in Section 3.11(a) above by April 1, 2021; and
- ii. Chicago will provide a written response not later than 45 days after receipt of Joliet's comments and questions.

c. The Parties agree to use their best efforts to provide the information they are each obligated to provide to the other as described in this Section 3.11 as soon as it is available.

3.12. Negotiation Schedule. Chicago and Joliet agree to meet on the following schedules for each of the following purposes:

- a. not less than once each month during the term of this Agreement for the purpose of discussions regarding the details of the conceptual terms and conditions of this Agreement other than water rates and charges for inclusion in the Water Supply Agreement; and
- b. at least once a week starting not longer than one week after delivery of comments by Joliet to Chicago pursuant to Section 3.11(b)(i) and continuing for the remaining term of this Agreement.

At each such meeting, representatives of each Party shall participate and be prepared for discussion of the subject matter of the meeting.

SECTION 4. AGREEMENT TERM AND TERMINATION

4.1. This Agreement will be effective upon the approval and execution by both Parties.

4.2. This Agreement shall automatically terminate in the event that the Parties do not enter into a Water Supply Agreement by October 31, 2022, unless the Parties agree to a different date.

4.3. Upon the date the Parties enter into a Water Supply Agreement, this Agreement will be superseded by the Water Supply Agreement and shall cease to be effective as of said date.

4.4. Termination by Joliet. Joliet may terminate this Agreement by giving 30 days' written notice to Chicago in the event of the following:

- a. Chicago has not entered into a final agreement with the Chicago Park District for the transfer of the Durkin Site by July 31, 2021;
- b. Chicago has failed to meet the requirements of Section 3.7 of this Agreement;
- c. Chicago has failed to meet the requirements of Section 3.10 of this Agreement;
- d. Chicago has failed to deliver any one or both of the cost of service studies required by Section 3.11 of this Agreement, provided Joliet has entered into a confidentiality agreement regarding such studies;
- e. Chicago has failed to deliver its required responses to Joliet's comments and questions regarding the studies as required by Section 3.11 of this Agreement;
- f. Chicago has unreasonably failed to attend and participate in meetings as required by Section 3.12 of this Agreement;
- g. In the event that Chicago refuses to execute the Water Supply Agreement without first having material changes made to one or more key terms in the sections of the Water Supply Agreement corresponding to Sections 15 and 17 of this Agreement, the Parties shall jointly retain a mutually acceptable independent, neutral, reputable and qualified mediator in an effort to resolve such issues. If such mediation shall be unsuccessful after a 60-day period during which both Parties have engaged in good faith negotiations, Joliet shall have the right to terminate this Agreement;
- h. if Joliet determines that it is unable to procure sufficient financing for the New Water Supply Infrastructure; and
- i. if Joliet determines that the 2030 water rate could be substantially different than what was expected based on Joliet's 2020 Evaluation (as updated in 2021) of DWM as a water source alternative as part of the Joliet Alternative Water Source Program after the Parties complete the comprehensive audit of the cost of service study to be provided pursuant to Section 15.2(b)(i).

4.5. Termination by Chicago. Chicago may terminate this Agreement by giving 30 days' written notice to Joliet in the event of the following:

- a. Joliet has failed to meet the requirements of Section 3.7 of this Agreement;
- b. Joliet has failed to deliver comments and questions about any one or both of the cost of service studies as required by Section 3.11 of this Agreement;
- c. Joliet has unreasonably failed to attend and participate in meetings as required by Section 3.12 of this Agreement; and
- d. In the event that Joliet refuses to execute the Water Supply Agreement without first having material changes made to one or more key terms in the sections of the Water Supply Agreement corresponding to Sections 15 and 17 of this Agreement, the Parties shall jointly retain a mutually acceptable independent, neutral, reputable and qualified

mediator in an effort to resolve such issues. If such mediation shall be unsuccessful after a 60-day period during which both Parties have engaged in good faith negotiations, Chicago shall have the right to terminate this Agreement.

4.6. Termination Costs.

a. Paid by Chicago. In the event that this Agreement is terminated by Joliet pursuant to Section 4.4(a)-(g) above, as applicable, Joliet shall be reimbursed by Chicago for the following out-of-pocket costs incurred by Joliet during the Term of this Agreement prior to such termination (which shall not include the cost of internal Joliet personnel):

- i. costs for professional services and associated costs for preliminary design and field investigation in connection with the New Water Supply Infrastructure;
- ii. costs for professional services in connection with preparing and negotiating the Water Supply Agreement;
- iii. costs in connection with the acquisition of real estate or other interests in land for the New Water Supply Infrastructure, including without limitation appraisals, Phase I environmental studies, title searches and title insurance, surveys and reasonable attorneys' fees; and
- iv. costs for water testing and sampling described in Section 3.10 of this Agreement.

Any other costs not included in subsections i-iv above for which Joliet would seek reimbursement shall be mutually agreed by the Parties prior to being incurred by Joliet.

b. Paid by Joliet. In the event that this Agreement is terminated by Joliet pursuant to Section 4.4(h) above, or if Chicago terminates this Agreement pursuant to Section 4.5, Joliet shall reimburse Chicago for the following out-of-pocket costs incurred by Chicago during the term of this Agreement prior to such termination (which shall not include the cost of internal Chicago personnel):

- i. costs in connection with the transfer of the Durkin Site from the Chicago Park District, such as an appraisal or Phase I environmental study of the Durkin Site or title insurance and, if Chicago elects to sell the real estate purchased from the Chicago Park District within two years after the date of termination of this Agreement, Joliet will reimburse Chicago for any loss in value of the real estate in the amount of the difference between the price Chicago paid for the real estate and the price for which Chicago sells the real estate, but in no event an amount that is more than ten percent of the appraised value of the real estate;
- ii. costs for professional services for design and field investigation on the Southwest Pumping Station Site in connection with the Tunnel Connection;
- iii. costs for water testing and sampling described in Section 3.10 of this Agreement and incurred by Chicago, if any.
- iv. costs for professional services in connection with preparing and negotiating the Water Supply Agreement; and

- v. costs for professional services for coordination by Chicago with Joliet on the design of the rest of the Project Elements to be located on the Southwest Pumping Station Site and the Durkin Site.

Any other costs not included in subsections i-v above for which Chicago would seek reimbursement shall be mutually agreed by the Parties prior to being incurred by Chicago.

- c. In the event that this Agreement is terminated by Joliet pursuant to Section 4.4(i) above, neither Party shall be required to pay any costs to the other Party due to the termination.

4.7. The Parties agree that this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

SECTION 5. WATER SUPPLY AGREEMENT—TERM

5.1. The Parties agree that the initial term of the Water Supply Agreement, to be adopted by and approved by both the Chicago City Council and the Joliet City Council, shall be in force and effect for a term that shall begin on the date of execution of the Water Supply Agreement by both Parties and ending on December 31 of the year that is 100 years from the date of execution, unless a shorter term is required by law or a different term is mutually agreed by the Parties (“Initial Term”), or as otherwise provided in this Agreement.

5.2. Chicago and Joliet agree that the Water Supply Agreement will automatically renew for successive 10-year terms to the extent permitted by law (each a “Renewal Term” and together with the Initial Term, the “Term”), unless (a) either Party provides to the other Party a notice of its intent not to renew the Water Supply Agreement pursuant to Section 5.3 below, or (b) a longer or shorter period for any Renewal Term is mutually agreed by the Parties.

5.3. Chicago and Joliet shall provide written notice to the other Party of its intent not to renew the Water Supply Agreement for any Renewal Term not later than January 1 of the fifth calendar year before the end of the Initial Term or of each Renewal Term, as applicable. Notice under this Section may be given via certified mail, return receipt requested, and if desired by the Parties, may also be given by electronic communications, such as facsimile or email.

5.4. If Joliet determines that: (a) all of the real estate necessary to perform the Water Supply Agreement is not able to be obtained on mutually acceptable terms, or (b) if Joliet is unable to procure sufficient financing for the New Water Supply Infrastructure as described in Section 11.3(b), then Joliet may terminate the Water Supply Agreement by giving 30 days’ written notice to Chicago.

5.5. In the event that Joliet terminates the Water Supply Agreement pursuant to Section 5.4 prior to the Targeted Water Delivery Date, Joliet shall reimburse Chicago for out-of-pocket costs incurred by Chicago in the following categories during the term of the Water Supply Agreement prior to such termination (which shall not include the cost of internal Chicago personnel):

- a. costs for professional services for design and field investigation and construction management on the Southwest Pumping Station Site in connection with the Tunnel Connection;
- b. costs for professional services for coordination by Chicago with Joliet on the design and

construction management of the rest of the Project Elements to be located on the Southwest Pumping Station Site and the Durkin Site; and

- c. costs in connection with any construction related to the Tunnel Connection, the Tunnel Extension and the Low Service Pump Station.

These categories of costs, and how to address unanticipated costs, will be further detailed as mutually agreed by the Parties and included in the Water Supply Agreement, and will include costs incurred between the effective date of the Water Supply Agreement and the date of Joliet's termination of the Water Supply Agreement.

5.6. Chicago and Joliet agree that the Water Supply Agreement may be terminated by Joliet, for any reason in its sole discretion, at any time during the Term of the Water Supply Agreement so long as it is after the end of the first 50 years of the Initial Term, by providing written notice to Chicago of its intent to terminate the Water Supply Agreement not later than January 1 of the fifth calendar year before the date on which Joliet intends that the Water Supply Agreement be terminated. Notice under such action may be given via certified mail, return receipt requested, and if desired by the Parties, may also be given by electronic communications, such as facsimile or email.

5.7. The Parties will negotiate certain provisions relating to the termination or non-renewal of the Water Supply Agreement requiring the removal of a portion or all of the New Water Supply Infrastructure constructed and installed by Joliet on the Southwest Pumping Station Site or the Durkin Site ("New Water Supply Infrastructure Removal"). Said New Water Supply Infrastructure Removal provisions shall include, but not be limited to, the following: (a) the terms under which each Party shall be responsible for (i) the physical removal of all or a portion of the New Water Supply Infrastructure Removal, and (ii) the payment for all or a portion of costs of the New Water Supply Infrastructure Removal; (b) the specific Project Elements to be removed; and (c) the timeframe for completion of the New Water Supply Infrastructure Removal.

SECTION 6. WATER SUPPLY AGREEMENT—AMENDMENTS DURING THE TERM

6.1. Upon the agreement of both Parties, certain provisions of the Water Supply Agreement may be modified or amended during its Term. No such amendment or modification shall be effective unless made in writing and executed by both Parties.

6.2. The Parties agree that the Water Supply Agreement will provide that Joliet may cause negotiations regarding the terms of the Water Supply Agreement on and after the end of the first 50 years of the Initial Term by providing written notice to Chicago of its intent to commence negotiations regarding the terms of the Water Supply Agreement ("Reopening"). Notice of such action shall include the proposed subject matter of the amendment or amendments to, and the potentially affected provisions of, the Water Supply Agreement and may be given via certified mail, return receipt requested, and if desired by the Parties, may also be given by electronic communications, such as facsimile or email. Should Joliet request Reopening, Joliet and Chicago shall promptly commence negotiations towards determination of the proposed amendment or amendments. Such negotiations shall be limited to consideration of the subject matter of the amendment or amendments to the Water Supply Agreement proposed in the written notice submitted by Joliet, and may result in an agreement that no change should be made in the Water Supply Agreement.

SECTION 7. WATER SUPPLY AGREEMENT—PURCHASE AND SALE OF WATER

7.1. Not later than the Targeted Water Delivery Date, Chicago shall furnish Joliet with Water which Joliet shall supply to the Joliet Customers. Provisions with respect to the sale of Water to Joliet for use outside Joliet's corporate limits, including sale to Joliet Retail Outside Customers and Subsequent Purchasers, will be addressed in the Water Supply Agreement.

7.2. Joliet may also supply Water to Subsequent Purchasers within 35 miles of Joliet's corporate limits, but in no event shall Joliet supply Water to Subsequent Purchasers that do not have an allocation permit from IDNR for Lake Michigan Water pursuant to the Level of Lake Michigan Act, 615 ILCS 50/1 et seq. ("Level of Lake Michigan Act").

7.3. The Parties will review the areas outside of the corporate limits of Joliet that are, or are proposed to be, supplied Water by Joliet and the locations of the Joliet Retail Outside Customers and Subsequent Purchasers, and the Parties will mutually agree on language describing such areas, customers and purchasers for inclusion in the Water Supply Agreement.

7.4. Joliet shall obtain a permit for an allocation of Lake Michigan Water from IDNR, or any successor agency, pursuant to the Level of Lake Michigan Act and regulations promulgated thereunder, for all Water to be supplied to Joliet by Chicago.

SECTION 8. WATER SUPPLY AGREEMENT—QUANTITY OF WATER

8.1. The Water supplied to and drawn by Joliet from the Chicago Water System shall be at a uniform rate during the 24 hours of each day at the Point of Demarcation. The Chicago Service Valve shall be under the sole and complete control of Chicago.

8.2. The Annual Average Daily Amount, Maximum Hourly Rate of Withdrawal and Minimum Annual Volume shall be determined by the Parties and will be as defined in the Water Supply Agreement. The Annual Average Daily Amount, Maximum Hourly Rate of Withdrawal and Minimum Annual Volume shall take into account the water supply needs of the Joliet Customers. The Parties have discussed that the maximum day demand of the Joliet Customers will be in a range between 30 million gallons per day ("MGD") and 95 MGD ("Range") and Chicago acknowledges and agrees that the Chicago Water System has sufficient current capacity to supply Water to the Joliet Customers in amounts within the Range and that it will continue to have sufficient capacity to supply Water to the Joliet Customers in amounts within the Range during the anticipated Term of the Water Supply Agreement. For water supply quantities in excess of the Range, the Parties agree to include in the Water Supply Agreement a process by which the Parties will evaluate and negotiate those additional or future water supply needs in light of the feasibility of providing such additional supply, based on the capacity of the Chicago Water System at that time and, where possible, such improvements as may be necessary to make it feasible to provide such additional supply.

8.3. Joliet shall provide Chicago with an annual report of the total average daily amount, daily hourly rates of withdrawal and annual volume for the Joliet Customers, including Joliet Retail Customers and Joliet Retail Outside Customers, and each of the Subsequent Purchasers based on the annual period for which IDNR requires submission of annual Water use by Water permit holders. As of the date of this Agreement, the annual period is October 1 through the following September 30. Joliet shall provide this information for each reporting year during the Term no later than February 1 following each reporting year.

SECTION 9. WATER SUPPLY AGREEMENT—QUALITY OF WATER

9.1. Chicago shall supply Joliet with Water of a quality commensurate with that furnished to its consumers within the Chicago limits, the Water quality being consistent with the applicable standards of any federal, State or local agency with jurisdiction over public water supplies.

9.2. Throughout the Term of the Water Supply Agreement, Chicago will take action, including without limitation treatment with appropriate chemicals such as activated carbon, to remove unpleasant tastes and odors in the Water and to ensure that the Water quality meets the secondary maximum contaminant level (MCL) for taste and odor as established by the United States Environmental Protection Agency National Secondary Drinking Water Regulations and also is consistent with the applicable standards of any federal, State or local agency with jurisdiction over public water supplies.

9.3. Joliet shall be responsible for maintaining the Water quality at all points beyond the Point of Demarcation in a manner consistent with the applicable standards of any federal, State or local agency with jurisdiction over public water supplies.

9.4. The Chicago Water System shall be safeguarded by means of an air gap at the Suction Well, which shall be designed and constructed to conform to the standards of DWM, as well as all applicable local, State and federal laws and regulations.

9.5. The Parties agree to develop a plan of mutual notice in the event of:

- a. any failure of the Water to meet the applicable standards of any federal, State or local agency with jurisdiction over public water supplies, or if the Water exhibits changes in taste, odor, texture or appearance; and
- b. an emergency due to a failure, malfunction or catastrophic event that will materially impact the quality of Water supplied by Chicago to Joliet.

9.6. Water Source Transfer Plan. The Water Supply Agreement shall provide that: (i) Chicago agrees to provide assistance to Joliet in connection with the completion of its water source transfer testing plan to enable a smooth transition from well water to Lake Michigan water for Joliet, and (ii) Joliet shall pay the costs relating to water sampling and testing, all as more fully described in Section 3.10 of this Agreement.

SECTION 10. WATER SUPPLY AGREEMENT—TITLE TO WATER

Joliet shall take title to the Water at the Point of Demarcation.

SECTION 11. WATER SUPPLY AGREEMENT—NEW WATER SUPPLY INFRASTRUCTURE

11.1. Coordinated Approach to the New Water Supply Infrastructure.

- a. Chicago and Joliet shall negotiate an arrangement whereby the Parties shall establish a coordinated approach to the financing, planning, design and construction of the Parties' respective Project Elements and setting out certain goals of the Parties in connection with

said financing, planning, design and construction. For this purpose, the Water Supply Agreement shall require preparation of a Planning, Design and Construction Coordination Plan, as well as additional terms regarding the financing, planning, design and construction of the Project Elements necessary for Chicago to deliver Water to Joliet.

- b. Joliet is responsible for the financing, planning, design and construction of the New Water Supply Infrastructure located outside the corporate limits of Chicago, and agrees to provide periodic updates to Chicago regarding the status thereof. In addition, Joliet will be responsible for the ongoing ownership, operation and maintenance of the New Water Supply Infrastructure located outside the corporate limits of Chicago.

11.2. Ownership, Operation and Maintenance of the Project Elements. Each of the Parties will own, operate and maintain those Project Elements designated for such Party as listed below, unless otherwise mutually agreed by the Parties:

- a. Chicago will be the owner and operator of, and responsible for maintenance of, the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve.
- b. Joliet will be the owner and operator of, and responsible for maintenance of, the Meter Vault, the Suction Well, the High Service Pump Station and the Transmission Main-Chicago.

11.3. Financing the New Water Supply Infrastructure in Chicago.

- a. In connection with the Water Supply Agreement, the Parties agree to negotiate the responsibilities of the respective Parties with respect to obtaining financing for certain of the Project Elements. Unless otherwise mutually agreed by the Parties, Chicago shall obtain financing for the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve and Joliet shall obtain financing for the Meter Vault, the Suction Well, the High Service Pump Station and the Transmission Main-Chicago. In connection with the Water Supply Agreement, the Parties agree to further discuss issues pertaining to financing and payment mutually beneficial to both Parties.
- b. In the event that Chicago is unable to procure sufficient financing for the Chicago New Water Supply Infrastructure, Joliet may elect to procure financing for the Chicago New Water Supply Infrastructure. In the event that Joliet is unable to procure financing for the New Water Supply Infrastructure, Chicago may explore the option of providing financing to Joliet for the New Water Supply Infrastructure if requested by Joliet, and Joliet may consider but is not obligated to approve such financing by Chicago.

11.4. Planning, Design, and Construction Coordination Plan. Chicago and Joliet agree to work together on the planning, financing, design and construction of the Project Elements at the Southwest Pumping Station Site and the Durkin Site. The Parties intend to enter into a Planning, Design, and Construction Coordination Plan which shall set forth certain provisions with respect to the following including, but not limited to: (a) the Parties' roles with respect to each Project Element; (b) design standards; (c) milestones for Project Element design and construction; (d) milestones for financing of the Project Elements; (e) milestones for completion of each of the Project Elements; and (f) milestones for the delivery of Water to Joliet; all to be consistent with the goal of delivery of Water to Joliet by the Targeted Water Delivery Date. The Water Supply Agreement and the Planning, Design and Construction

Coordination Plan, as appropriate, shall include a description of the rights and duties of the Chicago and Joliet project site representatives, including serving as the applicable Party's representative on site to help coordinate and monitor construction.

11.5. Design, Contracting, Construction and Construction Management of Project Elements: Approvals and Permits.

- a. Each Party shall be responsible for the design, construction contracting, construction and construction management of the Project Elements for which such Party is responsible under the Water Supply Agreement, and shall obtain, and ensure that all contractors and subcontractors obtain, all applicable design and construction approvals, permits and authorizations necessary for such Party's respective components of the design and construction from such local, State and federal agencies, including but not limited to the IEPA, as have jurisdiction over the sites on which such Party's respective components of the Project Elements are located.
- b. The Parties intend that each Party shall be responsible for the following Project Elements:
 - i. Chicago: Tunnel Connection.
 - ii. Joliet: Tunnel Extension, Low Service Pump Station, Chicago Service Valve, Meter Vault, Suction Well, High Service Pump Station and Transmission Main-Chicago.
- c. Joliet agrees and acknowledges that, when contracting for any of the Project Elements primarily located on the Southwest Pumping Station Site or the Durkin Site, Joliet shall conduct bidding for and award of those contracts pursuant to the laws applicable to Chicago, including the Municipal Purchasing Act for Cities Over 500,000, 65 ILCS 5/8 -10-1 et seq., as well as Chapter 2-92 of the Municipal Code of Chicago ("Municipal Code"), and shall include in any solicitation the requirements therein, including but not limited to: (i) provisions with respect to Chicago resident construction worker employment requirements under Section 2-92-330 of the Municipal Code; (ii) the minority-owned and women-owned business enterprise procurement program under Section 2-92-420 et seq. of the Municipal Code; (iii) the minority-owned and women-owned business enterprise construction program under Section 2-92-650 et seq. of the Municipal Code; and (iv) all other applicable Chicago laws, regulations and policies. Joliet agrees to contractually obligate its general contractor and all subcontractors to comply with said requirements and shall coordinate with Chicago to ensure compliance with said requirements.
- d. Chicago shall coordinate and collaborate with Joliet, and support and assist Joliet in its efforts, to obtain any approvals, permits and authorizations necessary for the construction and operation of the Project Elements (other than the Tunnel Connection). Joliet will coordinate and collaborate with Chicago in its efforts in relation to the Tunnel Connection.
- e. Chicago shall charge Joliet only the applicable standard fees under the Municipal Code in connection with any permits, approvals and other items required to design, construct, and operate the Project Elements for which Joliet is responsible under the Water Supply Agreement.

- 11.6. Operational Requirements. The Parties shall negotiate and agree to certain operational

requirements relating to the New Water Supply Infrastructure including, but not limited to requirements with respect to each Party's access to its respective Project Elements (including access during an emergency); requirements with respect to security for the Project Elements; requirements relating to retaining the Project Elements in the location where initially installed; and requirements relating to the protection from damage to or interference with the Project Elements.

11.7. Operational Standards. The New Water Supply Infrastructure shall generally conform in its operation and operational standards to the Water Supply Agreement, as well as all applicable local, State and federal laws and regulations, including without limitation the IEPA regulations in Title 35 of the Illinois Administrative Code.

SECTION 12. WATER SUPPLY AGREEMENT—REAL ESTATE MATTERS

12.1. The Parties agree that Chicago will grant to Joliet, subject to approval by the Chicago City Council, the necessary easements, access rights and other necessary property interests on the Southwest Pumping Station Site for the construction and permanent placement of the Project Elements to be owned by Joliet and for the construction of the Project Elements to be constructed by Joliet and owned by Chicago. The terms and provisions of the easements and other property interests shall be mutually acceptable to Joliet and Chicago.

12.2. Chicago and Joliet agree to coordinate in discussions and negotiations with the Chicago Park District to obtain and enter into the agreements necessary for the Parties to implement the Water Supply Agreement, including, without limitation, each of the following:

- a. Subject to referral to the Chicago Plan Commission and approval by the Chicago City Council, for Chicago to obtain title to that portion of the Durkin Site from the Chicago Park District that is necessary for the construction and permanent placement of the Suction Well on the Durkin Site;
- b. Subject to approval by the Chicago City Council, for Chicago to grant to Joliet the necessary easements, access rights and other necessary property interests on the Durkin Site for the construction and permanent placement, operation and replacement of, and regularly scheduled and/or emergency inspection, repair and maintenance of the Suction Well, and for the construction of any Project Elements constructed by Joliet and owned by Chicago, with the terms and provisions of the easements and other property interests to be mutually acceptable to Joliet and Chicago; and
- c. If requested by the Chicago Park District for purposes of maintaining the surface of the Durkin Site as public parkland, subject to approval by the Chicago City Council, Chicago shall negotiate with the Chicago Park District, the terms of a lease, license, easement or other real property interest in the surface of the Durkin Site between Chicago and the Chicago Park District. The terms and provisions of any such document or interest shall be such that it shall not allow any activities that would interfere with the Suction Well on the Durkin Site, the provision of Water by Chicago to Joliet and Joliet's provision of Water to the Joliet Customers. Similarly, the terms and provisions of the easements and other property interests referenced in Section 12.2(b) shall be such that they would not allow any activities (other than Joliet's operation and replacement of, and regularly scheduled and/or emergency inspection, repair and maintenance of the applicable portion of the Project Elements) that would interfere with the Chicago Park District's use and enjoyment of the surface of the Durkin Site as public parkland.

SECTION 13. WATER SUPPLY AGREEMENT—WATER SUPPLY SHUT-OFF OR RESTRICTION DUE TO MAINTENANCE AND EMERGENCY

13.1. Joliet understands that as part of Chicago's operation of its Water System, Chicago will perform routine maintenance on the Chicago Water System, and it is also understood that Chicago will perform such routine maintenance within a timeframe consistent with the Water storage capacity of Joliet and its Subsequent Purchasers. If Chicago believes it cannot do so within such timeframe, Chicago will notify Joliet and the Parties will discuss how to resolve the issue. The Parties agree to develop, and to include in the plan required in Section 13.3, a plan of mutual coordination of such maintenance and advance notice to the extent possible with respect to such maintenance of the Chicago Water System that will materially impact the Water supply to Joliet as agreed upon in the Water Supply Agreement.

13.2 If, from time to time and for any reason, including extended maintenance, emergency, failure or malfunction in the Chicago Water System, Chicago is unable to furnish in full the quantities of Water to be furnished to Joliet, Chicago shall use due diligence to operate the Chicago Water System during any such occurrence to provide Water to Joliet insofar as practicable and shall, as promptly as possible, take such actions, including making and expediting repairs or adjustments, as are necessary to restore delivery to Joliet of the Water to be furnished under the Water Supply Agreement.

13.3. The Parties agree to develop a plan of mutual notice in the event of any routine maintenance, extended maintenance, or any emergency due to a failure, malfunction, maintenance or catastrophic event, that will materially impact the Water supply to Joliet and the ability of Chicago to supply Water to Joliet.

SECTION 14. WATER SUPPLY AGREEMENT—STORAGE CAPACITY

14.1. Joliet shall ensure that Joliet maintains, and shall ensure that each of its Subsequent Purchasers maintains, sufficient water storage capacity, to be determined by the Parties based on the State Water allocations in each of their distribution systems (not including transmission system storage), in an amount not less than twice the annual daily average allocation of Water as authorized by IDNR, as adjusted and amended from time to time, for Joliet and each of its Subsequent Purchasers, respectively. All reservoirs and storage tanks provided by Joliet's and any Subsequent Purchasers' water systems shall be considered in meeting their individual storage requirement.

14.2. Notwithstanding the storage capacity requirements in this Section 14, Joliet understands that Joliet and the Subsequent Purchasers should have access to alternate sources of water in the event of extended maintenance or in the event of an emergency whereby the Water supply from Chicago is restricted for a period in excess of two (2) days.

14.3. Joliet shall submit an annual report of Joliet's total storage capacity and the storage capacity of any Subsequent Purchasers' water systems.

SECTION 15. WATER SUPPLY AGREEMENT—RATES15.1. Wholesale Rate.

- a. Establishment. The charges for Water furnished to Joliet shall be at the rate (“Uniform Water Rate”) fixed for large quantities of Water furnished through meters to customers inside Chicago limits and on a wholesale basis to suburban communities served by Chicago, said rate being fixed and adjusted from time to time by ordinance, with a credit or debit equal to the difference between the amount charged as the previous year’s Uniform Water Rate and the actual cost of service incurred by Chicago in the previous year in providing Water service to Joliet based on the results of an annual cost of service study, which study is prepared pursuant to, and meets the standards of, Section 15.2. The Water Supply Agreement will provide mutually agreed-upon terms for the application of the credit or debit to the invoices for Water provided to Joliet, which shall include:
1. for each year, an estimated credit or debit for that year’s projected cost of service based on the prior year’s actual cost of service, except for the first year of service, in which the projected cost of service shall be based on an estimate of the prior year’s cost of service; and
 2. for each year, a true-up adjustment for the difference between the projected cost of service and the actual cost of service for the prior year; and
 3. provisions for true-up adjustments that shall include the actual cost of service, volume of Water purchased, audited financial information when available and other mutually agreed-upon items.

Chicago and Joliet agree that the initial rate to be charged by Chicago to Joliet for the first delivery of Water by Chicago to Joliet shall not exceed the water rate calculated pursuant to the audited 2019 cost of service study adjusted to the year of first delivery of Water in accordance with the water rate calculation methodology as described in Section 15.1(b), but which water rate increase limitations will only apply to growth in costs attributable to the following: administration (including pension expenses that can be attributed pursuant to this Agreement) and capital expenditures, commodity costs and personnel expenses (including pension expenses that can be attributed pursuant to this Agreement) related to Dunne/68th Street Crib, Eugene Sawyer Purification Plant, and South Tunnel Zone, and subject to Section 15.4 and Section 19. Any other factors (such as but not limited to Peaking Factor, and Average Day Demand) which may cause the rate in the year of the first delivery of Water to increase above these rate caps will be mutually agreed to by the Parties in the Water Supply Agreement.

- b. Charged AWWA Rate. Each year at the time agreed upon pursuant to Section 15.2(d), the rate actually charged to Joliet in a given year (the “Charged AWWA Rate”) shall be adjusted to be equal to the lowest of the amounts determined by the three water rate calculation methods below, exclusive of the Annual True-Up in section 15.1(c):
1. *Cost of Service Water Rate.* The Projected AWWA Rate for the next rate year based on the cost of service study that determines the actual cost of service for the previous year.

2. *Inflation Index Water Rate.* A rate to be determined as follows:

- i. For the calculation of the Inflation Index Water Rate imposed during the 11th year of water service, the Inflation Index Water Rate is determined by multiplying the Audited AWWA Rate (“AAR”) calculated for the first year of water service by the change in the CPI in the first year of service, expressed as a decimal, plus one:

$$\text{Year 1 AAR} \times (1 + \text{Year 1 CPI}) = \text{Interim AAR1}$$

Then multiplying the product, referred to as the Interim AAR1, by the change in the CPI in the second year of water service, expressed as a decimal, plus one:

$$\text{Interim AAR1} \times (1 + \text{Year 2 CPI}) = \text{Interim AAR2}$$

Then continuing in similar fashion by multiplying the resulting Interim AAR by the change in the CPI expressed as a decimal plus one in each subsequent year of water service up to and including for the tenth year of water service to determine the Inflation Index Water Rate for Year 11:

$$\text{Interim AAR9} \times (1 + \text{Year 10 CPI}) = \text{Year 11 Inflation Index Water Rate}$$

- ii. For the calculation of the rate imposed during the 12th and subsequent years of water service, the Inflation Index Water Rate shall be determined in similar manner, starting with the Capped Audited AWWA Rate that is calculated for the year that is ten years prior to the new service year and multiplying it by change in the CPI in that first year of the prior ten years of service, expressed as a decimal, plus one; for example, for service year 12, the calculations start as follows:

$$\text{Year 2 AAR} \times (1 + \text{Year 2 CPI}) = \text{Interim AAR1}$$

Then continuing in similar fashion by multiplying the resulting Interim AAR by the change in the CPI in expressed as a decimal plus one each subsequent year of water service for a total of ten years of water service to determine the Inflation Index Water Rate for Year 12:

$$\text{Interim AAR10} \times (1 + \text{Year 11 CPI}) = \text{Year 12 Inflation Index Water Rate}$$

- iii. For the calculation of the rate caps imposed during the 2nd year of water service through the 10th year of water service, the Inflation Index Water Rate calculated for each year shall be determined in similar manner, starting with the Capped Audited AWWA Rate calculated for the first service year and multiplying it by change in the CPI in the first service year, expressed as a decimal, plus one:

$$\text{Year 1 AAR} \times (1 + \text{Year 1 CPI}) = \text{Interim AAR1}$$

And continuing in similar fashion by multiplying the resulting Interim AAR by the change in the CPI expressed as a decimal plus one for the number of preceding service years that will have been completed prior to the water service year for which the rate cap is being calculated.

- iv. CPI shall mean and refer to Consumer Price Index—Urban Wage Earners and Clerical Workers (“Chicago All Items”) (“CPI-W”), as published by the U.S. Department of Labor, Bureau of Labor Statistics, (1982-1984=100).
3. *Fixed Limit Water Rate.* The Audited AWWA Rate calculated for the year prior to the year for which a rate is being calculated multiplied by 105%.

The Charged AWWA Rate under this Section shall apply, as determined pursuant to this Section 15.1(b), except as provided in Section 15.4 of the Agreement. To the extent that the necessary audited or inflation information is not available to calculate the Charged AWWA Rate, then the most recent available information will be used or the Parties will meet and confer to determine the proposed changes necessary to calculate the Charged AWWA Rate.

- c. *Annual True-Up.* Each year at the time agreed upon pursuant to Section 15.2(d), the Audited AWWA Rate for the prior year shall be adjusted pursuant to the lowest of the amounts determined by the three adjustment options below, which shall be referred to as the “Capped Audited AWWA Rate” for that year:
 - 1. The Audited AWWA Rate.
 - 2. Inflation Index Water Rate as described in Section 15.1.b.2.
 - 3. Fixed Limit Water Rate as described in Section 15.1.b.3.

The Capped Audited AWWA Rate under this Section shall apply, as determined pursuant to this Section 15.1(b), except as provided in Section 15.4 of the Water Supply Agreement. To the extent that the necessary audited or inflation information is not available to calculate the Capped Audited AWWA Rate, then the most recent available information will be used or the Parties will meet and confer to determine the proposed changes necessary to calculate the Charged AWWA Rate.

The difference between the Capped Audited AWWA Rate for a given year and the Charged AWWA Rate for that year multiplied by the total consumption by Joliet in that year will be charged to the appropriate Party in the following year (the “Annual True-Up”). If the Capped Audited AWWA Rate for a given year is greater than the Charged AWWA Rate, then Joliet will pay the Annual True-Up to Chicago in the following year. If the Capped Audited AWWA Rate for a given year is less than the Charged AWWA Rate for that year then Chicago will pay the Annual True-Up to Joliet in the following year. If the difference between the Capped Audited AWWA Rate and the Charged AWWA Rate for a given year is \$0, then Annual True-Up is also \$0 and neither Party will make a payment. The exact timing and manner of payment of the Annual True-Up will be determined in the Water Supply Agreement.

15.2. Annual Cost of Service Study.

- a. Basis. An annual cost of service study shall be completed by Chicago in accordance with a methodology agreed upon by the Parties in the Water Supply Agreement, based on the then generally recognized principles and practices in the American Water Works Association Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges ("M1 Manual") with modifications as provided in Section 15.2(e) herein and any other modifications only as mutually agreed. The Parties will identify those portions of the M1 Manual that are applicable to the agreed-upon methodology to be used in the annual cost of service study, which shall be included in the Water Supply Agreement. If the M1 Manual is revised in a manner that either Party believes will affect the agreed-upon methodology for the annual cost of service study, that Party will notify the other Party and the Parties will meet and confer to discuss the proposed revisions and the impact on the calculation of cost of service. The annual cost of service study shall establish the Chicago Water Fund's annual revenue requirement by the utility-basis approach, and shall allocate such revenue requirements by the commodity-demand method based on the specific facilities used and useful in providing Water service to Joliet. The Parties agree that these specific facilities are: 68th/Dunne (South) Crib; Eugene Sawyer Water Purification Plant; South Tunnel Zone; Tunnel Connection and Tunnel Extension; Low Service Pump Station; and Chicago Service Valve. The rate base on which any rate of return on rate base will be calculated under the Water Supply Agreement shall be determined in accordance with the M1 Manual and include the fair value net plant in service, working capital, and construction work in progress.
- b. Timing of Initial Studies.
- i. The Parties agree that prior to execution of the Water Supply Agreement, Chicago will provide a complete cost of service study to Joliet for comprehensive audit by Joliet in order that the Parties can confer and agree on the methodology to be included in the Water Supply Agreement. As part of this comprehensive audit and any other audit under the Water Supply Agreement, Chicago shall provide to Joliet all information and back-up materials used to perform the study and allow Joliet to make a complete, open-book review of the study, the various elements of operations and maintenance as well as inspection and valuation of all capital facilities included in the study.
- ii. Chicago will also provide a complete cost of service study to Joliet one year prior to the expected first delivery of Water by Chicago to Joliet for audit by Joliet as described above. The Parties will confer and agree on any differences in the application of the methodology and calculations to allow Joliet to establish its rates to its retail customers and Subsequent Purchasers.

- c. Annual Studies. The Water Supply Agreement will set forth the timing for performance of the annual cost of service study and associated adjustments in Water charges. This will include the manner and timing by which Chicago (i) will periodically make available information on overall rate methodology to the Advisory Council (as defined herein) in order to allow the Advisory Council to review and provide input and feedback; and (ii) will provide Joliet with all information necessary to allow Joliet to complete an open-book review of the result of the study as it relates to Joliet. In addition, Joliet may, at its option, conduct a comprehensive audit of the cost of service study not more often than once every five years, and, in addition, for any year in which the cost of service to Joliet increases by five percent or more over the prior year.

The annual cost of service study will be performed using audited financials in conjunction with other information available:

1. to determine the actual cost of service to Chicago to provide Water to Joliet for the prior year (the "Audited AWWA Rate"); and
2. to estimate what that cost of service to Chicago to provide Water to Joliet will be in the following year (the "Projected AWWA Rate").

- d. Cost of Service Supporting Information. The Parties acknowledge that as of the date of this Agreement, there is certain information that is not yet available relating to certain elements of the cost of service that are needed to complete the cost of service analysis. Chicago agrees that to the extent practicable based on the information available to Chicago, Chicago shall provide such information prior to the execution of the Water Supply Agreement, such that the cost of service will be mutually agreed upon based on the information provided. Chicago acknowledges that as part of its annual audits of the City of Chicago Department of Water Management Water Fund beginning no later than December 31, 2027 or such information being recorded such that it is included in the 2028 calendar/fiscal year audit, Chicago shall collect the information as agreed upon by the Parties under the Water Supply Agreement which shall relate to the elements of the cost of service needed to complete the cost of service analysis.
- e. Limitations on Cost of Service. The Parties acknowledge and agree that Joliet's cost of service will exclude, without limitation, and to the extent practicable based on the information available to Chicago, the costs incurred by Chicago: (i) to replace the lead water service lines of Chicago's retail water customers, (ii) to install new or replacement water meters of Chicago's retail water customers, (iii) to replace Chicago's water transmission and distribution mains (other than those facilities listed in Section 15.2(a) above), (iv) for administrative and all other functions, activities, costs and expenses performed or incurred by DWM or other Chicago departments that do not directly pertain to the elements of water service and delivery used to provide water service to Joliet, including without limitation items such as retail customer service, retail customer billing, and retail water distribution system mains, (v) to pay any amounts due to Chicago employees who do not perform work that pertains to the elements of water service and delivery used to provide water service to Joliet, including without limitation for wages, salaries, employee benefits, and pension contributions, and (vi) to pay any amounts due to the pension fund for Chicago employees that are attributable to work performed prior to the date of first delivery of Water to Joliet or any contributions made to that pension fund to cover work performed prior to the date of first delivery of Water to Joliet.

- 15.3. Resolution of Water Charge Disputes. The Water Supply Agreement will provide a

mutually agreed-upon process for review and resolution of any disputes regarding the charges for Water furnished to Joliet.

15.4. Changes Affecting Water Charges.

- a. Process for Review. The Parties will negotiate and agree to a process to be included in the Water Supply Agreement, for use by the Parties to review possible changes in service or circumstances and determine whether and how those changes can be addressed in the charges for Water paid by Joliet. These changes may include: (a) catastrophic events impacting the Chicago Water System, the New Water Supply Infrastructure or the Joliet water system; (b) material changes in the laws and regulations governing the operation of the Chicago Water System and the production and quality of Water provided to Joliet; (c) material changes in the rate structure used by Chicago to establish the Uniform Water Rate; (d) changes in the M1 Manual that may affect the calculation of the annual cost of service study; and (e) other items mutually agreed by the Parties.
- b. Rate Increases Outside of Maximum Increase. Notwithstanding the agreement of the Parties to include a process to be included in the Water Supply Agreement pertaining to possible changes in water charges pursuant to Section 15.4(a), the Parties agree that the Annual Rate Adjustment to the Wholesale Water Rate pursuant to Section 15.1(b) shall apply except for those portions of the cost of service study calculations for the Wholesale Water Rate to the extent that Chicago has incurred costs due to the occurrence of one of the following: (i) catastrophic events caused by Force Majeure impacting the Chicago Water System or the New Water Supply Infrastructure for which there is insufficient commercial insurance to cover any losses incurred (each a "Catastrophic Event"); or (ii) material changes in the laws and regulations governing the operation of the Chicago Water System and New Water Supply Infrastructure and the production and quality of Water provided to Joliet but not including laws and regulations that require additional water treatment where the operational requirement could be met with advanced water treatment technology consisting of ozonation and biologically active granular activated carbon (GAC) filters (each a "Regulatory Change") In the event of any Catastrophic Event or Regulatory Change under this section, Chicago shall provide notice to Joliet in the manner provided in the Water Supply Agreement and provide such data and information to Joliet to demonstrate the costs Chicago believes it has incurred in connection with the Catastrophic Event or Regulatory Change. The Parties may agree to include additional procedures in the Water Supply Agreement in connection with these exceptions to the application of the Annual Rate Adjustment to the Wholesale Water Rate. Chicago and Joliet agree to collaborate and define how fluctuations in the Annual Average Day Demand and Maximum Day Demand (and its effect on peaking factor) affect annual changes in water rates and their treatment with respect to the Maximum Limit. The Parties agree that such treatment will be reflected in the Water Supply Agreement.

SECTION 16. WATER SUPPLY AGREEMENT—ASSIGNMENT

16.1. The Parties acknowledge that Joliet has engaged in discussions with other municipalities in the southwest suburban region regarding the possibility of forming a regional water commission that would be a separate unit of government created under Illinois law ("Regional Water Commission").

16.2. Joliet agrees to provide periodic updates to Chicago regarding the status of activities relating to the possible formation of a Regional Water Commission.

16.3. If a Regional Water Commission is established, Joliet may wish to assign the Water Supply Agreement, as well as any real estate agreements related to the Water Supply Agreement to which Joliet is a party, to the Regional Water Commission subsequent to the establishment of the Regional Water Commission ("Assignment"). If Joliet wishes to make the Assignment, prior to said Assignment:

- a. Joliet will provide notice to Chicago of its intent to make the Assignment ("Assignment Notice") not less than 90 days prior to the date on which Joliet proposes the Assignment will become effective. The Assignment Notice shall include an explanation of the legal status of the Regional Water Commission, its member communities and their respective water supply requirements, as well as anticipated activities by Joliet and/or the Regional Water Commission that are expected or required to occur within 90 days following the proposed effective date for the Assignment.
- b. Joliet and Chicago agree to review the proposed Assignment to determine whether any terms and provisions of the Water Supply Agreement would require: (i) adjustments to be consistent with State law applicable to the Regional Water Commission, including the length of the term of the Water Supply Agreement; (ii) in light of the water supply requirements of the Regional Water Commission, adjustments related to Water quantity and Subsequent Purchasers; and (iii) adjustments to reflect any other mutually agreed-upon subject, such as provisions regarding the length of the Term of the Water Supply Agreement. Joliet and Chicago agree to promptly and jointly prepare any necessary written amendments to the Water Supply Agreement based on such review ("Assignment Amendments") and provide the proposed Assignment Amendments to the Regional Water Commission for review within 60 days following the Assignment Notice or provide a written statement to the Regional Water Commission that no amendments are required. The Parties agree to work in good faith with the Regional Water Commission to reach agreement on the Assignment Amendments.
- c. Chicago and Joliet each agree to take such actions as are necessary to promptly approve the Assignment with any agreed-upon Assignment Amendments not less than 90 days after the Assignment Notice, contingent on acceptance of the Assignment with such Assignment Amendments by the Regional Water Commission.

16.4. Other than the Assignment described in Section 16.3 above, the Water Supply Agreement and the duties, obligations and requirements therein, shall not be assigned or transferred by either Party without the prior written consent of the other Party.

16.5. Chicago agrees that it will not sell the Chicago Water System during the Term of the Water Supply Agreement, unless otherwise agreed to by Joliet.

16.6. In the event that, without the prior written consent of Joliet, Chicago: (i) sells, or executes a contract to sell, the Chicago Water System or (ii) assigns, or executes a contract to assign, this Agreement or the Water Supply Agreement, Joliet may exercise any of its rights or remedies at law or in equity.

SECTION 17. WATER SUPPLY AGREEMENT—THE PARTIES' COMMITMENT TO TRANSPARENCY AND COLLABORATION

17.1. Advisory Plan. The Parties agree to collaborate to develop a plan (“Advisory Plan”) that reflects the Parties’ commitment to transparency and collaboration with respect to the long-term relationship of Joliet and Chicago for a reliable supply of Water to Joliet on a cost-effective basis.

17.2. Advisory Council.

- a. Council Membership Goals. The Parties will collaborate to develop an Advisory Council composed of representatives from Chicago, Joliet, and the other municipalities and entities that are, or are under contract to become, wholesale purchasers of Water from Chicago (with Joliet collectively, the “Members”, individually a “Member”). The primary goals of the Advisory Council will be to (1) obtain meaningful input and feedback from Chicago and the Members regarding the management, operation, and financial aspects, including Water rates and capital investments, of the Chicago Water System, (2) establish standing mechanisms for regular and enhanced communication between Chicago and the Members, (3) collaborate on water supply and water policy issues in northeastern Illinois, and (4) provide a process for the Members to make recommendations for Chicago’s consideration as it relates to the reliable and cost-effective delivery of Water. The Advisory Council’s primary goals as stated herein, and its tasks and function as stated in this Agreement shall not pertain to Water issues relating to retail customers. Member representatives on the Advisory Council shall be employees or staff of the Member, in order to establish working relationships among the Members and Chicago regarding goals and tasks of the Advisory Council. The Parties agree that the target date for establishing the first Advisory Council is June 30, 2022, or as otherwise agreed to by the Parties. The Advisory Council shall meet at least once during the calendar quarter during the Term.
- b. Advisory Council Tasks. The Water Supply Agreement will provide that tasks assigned to the Advisory Council shall be generally in furtherance of the goals described in Section 17.2(a) of this Agreement and shall include, without limitation, those listed in Attachment A attached hereto and incorporated herein, and shall provide that Chicago shall devote the necessary resources to supporting the activities of the Advisory Council and intends to dedicate one employed staff member for said purpose. Chicago’s Chief Financial Officer and the Commissioner of DWM shall share the responsibilities of collaboration with the Advisory Council. Any non-public information provided to the Advisory Council shall be used by the Advisory Council in accordance with applicable law, as well as the provisions under any non-disclosure or confidentiality agreements that Chicago may require to be executed by the Members of the Advisory Council, and to the extent authorized by applicable law. In the event of a future vacancy in the position of Commissioner of DWM, Chicago will appoint a new Commissioner of DWM with the qualifications to lead the operation and management of DWM in a way that it continues to provide quality Water to all of the customers of the water system. In all decision-making, DWM will follow its mission of protecting the public health in the most environmentally and fiscally responsible manner by delivering a sufficient supply of exceptional quality water and efficiently managing waste and stormwater.
- c. Advisory Council Voting. The Advisory Council will vote to make recommendations for Chicago’s consideration. For votes concerning the Chicago Water System as a whole, each Member will have voting rights allocated based on its proportionate share of total

Water allocations for all wholesale Customers of the system. For votes concerning aspects of the Chicago Water System that affect or serve only a portion of the Members, each of the affected Members will have voting rights based on its proportionate share of total Water allocations of those Members. Criteria to determine whether or not Members are "affected" Members shall be developed by the Parties. The votes of Chicago alone will not be sufficient to establish a majority or supermajority vote. The Parties shall collaborate on specifying in the Advisory Plan the details as to Members' voting rights and the appropriate occasions for such votes.

- d. Action on Recommendations. The Advisory Council shall provide its recommendations to the Commissioner of DWM and a copy to the CFO. Members that disagree with any majority recommendations may submit a minority report or recommendation to the Commissioner of DWM and a copy to the CFO stating their positions on the matter. Within 90 days after receipt of any recommendation, the Commissioner of DWM shall notify the Advisory Council in writing whether the Commissioner of DWM will accept and implement the recommendation, reject the recommendation without implementation, or accept in part and reject in part, and the reasons for the action. If a recommendation of the Advisory Council is rejected by the Commissioner of DWM, the Commissioner of DWM shall report said recommendation to members of the City Council and Chicago shall notify the Members of the Advisory Council that a report of such a recommendation has been filed with the members of the City Council.
- e. Advisory Council Working Groups. The Advisory Council may establish certain specific goals, and may establish working groups necessary in order to execute specific goals (collectively, "Working Groups" and each separate group a "Working Group"). Working Groups shall meet when necessary based on pending work and matters referred to them, and may make recommendations to the Advisory Council. Members may appoint individuals to Working Groups, based upon the individual's relevant expertise on the subject matter considered in each Working Group.

17.3. Chicago Staff Liaisons. The Water Supply Agreement will include language continuing the practice of designated key staff liaisons from Chicago to Joliet as described in Section 3.7 of this Agreement.

17.4. Chicago Support. The Water Supply Agreement will include language continuing the type of support and assistance by Chicago to Joliet in Joliet's efforts to implement the Water Supply Agreement as described in Section 3.8 of the Preliminary Agreement.

17.5. Regional Collaboration. Chicago is committed to deepening regional cooperation and collaboration by exploring the future possibility of a more formalized regional water structure on issues relating to water system and water supply operation, maintenance, improvements and rate-setting.

SECTION 18. INDEMNIFICATION

18.1. The Parties agree that the Water Supply Agreement will include appropriate language to address the allocation of certain risks in this transaction, and that the Parties will reach mutual agreement on a provision establishing the scope and process for indemnification and holding each other harmless with respect to the Water Supply Agreement.

18.2. Joliet shall, to the extent permitted by law, indemnify, keep and save harmless Chicago, its agents, officials, and employees, against all losses, damages, claims, suits, liabilities, judgments, costs and expenses, including costs described in and due pursuant to Section 4.6(b) of this Agreement, which may anyway accrue against Chicago as a consequence of this Agreement or which may in anyway result therefrom.

18.3. Chicago shall, to the extent permitted by law, indemnify, keep and save harmless Joliet, its agents, officials, and employees, against all losses, damages, claims, suits, liabilities, judgments, costs and expenses, including costs described in and due pursuant to Section 4.6(a) of this Agreement, which may anyway accrue against Joliet as a consequence of this Agreement or which may in anyway result therefrom.

SECTION 19. FORCE MAJEURE

19.1. The term "Force Majeure" as used in this Agreement shall mean the event caused by acts of God, and other events including but not limited to material damage or destruction by fire or other casualty, acts of terrorism, riots, demonstrations, pandemics, and other events or conditions beyond the reasonable anticipation or control of the Party affected, which in fact interferes with the ability of such Party to discharge its obligations under this Agreement.

19.2. The Party affected by Force Majeure shall, upon the occurrence of the Force Majeure event, immediately give written notice and full particulars of such Force Majeure event to the other Party.

19.3. The obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability claimed, but no longer.

SECTION 20. NOTICE

For purposes of this Agreement, unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested.

If to Chicago:

City of Chicago
Department of Water Management – Commissioner's Office
1000 East Ohio Street
Chicago, Illinois 60611
Attention: Acting Commissioner
Email: andrea.cheng@cityofchicago.org

With a copy to:

City of Chicago
City Hall
121 North LaSalle Street -7th Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer
Email: Jennie.Bennett@cityofchicago.org

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street -6th Floor
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Email: James.McDonald@cityofchicago.org

If to Joliet:

City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities
Email: aswisher@joliet.gov

With a copy to:

City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: City Manager
Email: jolietcitymanager@joliet.gov

IN WITNESS WHEREOF, the City of Chicago and the City of Joliet have caused this Agreement to be executed by their respective officials on the dates as shown.

| | |
|---|--|
| <p>CITY OF CHICAGO, an Illinois home rule municipal corporation</p> <p>By: _____ Andrea R.H. Cheng, Ph.D., P.E. Acting Commissioner Department of Water Management</p> <p>Date: _____</p> | <p>CITY OF JOLIET, an Illinois home rule municipal corporation</p> <p>By: _____ Robert O'Dekirk Mayor</p> <p>Date: _____</p> |
| | <p>ATTEST:</p> <p>By: _____ Christa M. Desiderio City Clerk</p> |

Attachment "A" referred to in this Preliminary Agreement with Respect to the Anticipated Water Supply Agreement with the City of Joliet reads as follows:

Attachment "A".
(To Preliminary Agreement With Respect To Anticipated
Water Supply Agreement With City Of Joliet)

Advisory Council Tasks.

The Advisory Council's functions include, without limitation, the following:

1. Review on an annual basis, the Capital Improvement Program of the Chicago Water System and inform the wholesale customers about scheduled capital improvements, routine operation and maintenance that may, in part, impact wholesale customers;
2. Periodically review and evaluate the rates, rate methodology, and performance of the Chicago Water System based on the information furnished by Chicago, and discuss issues related to rate setting methodology, the status of any rate adjustments, and the inputs and assumptions required for the annual cost of service study for wholesale customers;
3. Review and provide input on the budget components for the Chicago Water System in connection with Chicago's annual budget process;
4. Collaborate regarding matters affecting the water industry and customers of the Chicago water system and supply of water in the northeastern Illinois region, including development and implementation of water policy as well as public information and education;
5. Encourage continued and ongoing day-to-day communications between operators of the Chicago Water System and operators of the wholesale customers' water systems;
6. Review Lake Michigan water use requirements, non-revenue water reduction, and the impact of potential future wholesale and other large quantity customers on the Chicago Water System;
7. Provide input regarding the quality and source of raw Lake Michigan water as well as treated Lake Michigan water provided by Chicago to the wholesale customers;
8. Provide input to Chicago to develop appropriate methods for, and to improve, operational coordination in the operation of the Chicago Water System as it delivers Lake Michigan water to the wholesale customers;
9. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Lake Michigan water supply;

10. While acknowledging that Chicago is subject to applicable provisions under the Municipal Code and other procurement rules and regulations, suggest, review and provide input to Chicago on cost effectiveness and cost control initiatives in contractual services, commodities and services provided by Chicago directly related to Chicago's provision of Lake Michigan water to wholesale customers where Chicago provides support and services to the DWM;

11. Review and communicate regarding changes or adjustments to Chicago water rates and rate methodology for Lake Michigan water;

12. Review and discuss operational cost effectiveness and efficiencies affecting water rates;

13. Conduct a review of the billing procedures, schedules and invoices from Chicago to the wholesale customers who are Members of the Advisory Council, and any changes or adjustments to the rate; and

14. Review Chicago's debt schedules and financing plans pertaining to the Chicago Water System, as well as any costs allocated to the wholesale customers.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS TO AUSTIN TOWN HALL AT 5610 W. LAKE ST.

[O2021-432]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication authorizing the City of Chicago to enter into and execute an Intergovernmental Agreement with the Chicago Park District for the use of tax increment financing (TIF) funds for certain improvements to Austin Town Hall located at 5610 West Lake Street, 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 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, 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.

The following is said ordinance as passed:

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

WHEREAS, The Chicago Park District (the "Park District") is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, The Park District has undertaken to make certain park improvements at Austin Town Hall, which is generally located at 5610 West Lake Street, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

WHEREAS, The Park District desires to make improvements to the facility on the Property, including electrical service upgrades, ADA access improvements, interior remodeling of the auditorium as well as other site restoration improvements (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Madison/Austin Corridor Redevelopment Area (as hereinafter defined); and

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

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on September 29, 1999 and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, for said date at pages 11506 to 11663, and as subsequently amended on November 3, 2004, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Madison/Austin Corridor Redevelopment Project Area" (the "Madison/Austin Redevelopment Area"); (ii) designated the Madison/Austin Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Madison/Austin Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Madison/Austin Redevelopment Area shall be known as the "Madison/Austin Increment"); and

WHEREAS, The Department of Planning and Development of the City ("DPD") desires to use a portion of the Madison/Austin Increment in an amount not to exceed \$1,500,000 for the purpose of partially funding the construction of the Project on the Property (the "TIF-Funded Improvements") in the Madison/Austin Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Madison/Austin Redevelopment Area; and

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

WHEREAS, In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for the TIF-Funded Improvements; now, therefore,

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

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

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") and a designee are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the Agreement in substantially the form attached hereto as Exhibit B and made a part hereof and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

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

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description:

Block 1 in Austin's Subdivision of the east half of the northeast quarter of Section 8, Township 39 North, Range 13, comprising the west part of Austinville, being Austin and Merrick's Subdivision of the east half of the northeast quarter of Section 8 and the west half of the northwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5610 West Lake Street
Chicago, Illinois 60644.

Permanent Index Number ("PIN"):

16-08-228-001-0000.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement With Chicago Park District.

(Austin Town Hall)

This Agreement (the "**Agreement**") is made as of this ____ day of _____, 20____ (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Planning and Development or any successor thereto ("**DPD**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "**Parties**."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of parks within the corporate limits of the City.

C. The Park District has undertaken to make certain park improvements at Austin Town Hall, which is generally located at 5610 West Lake Street, Chicago, Illinois 60644 and legally described in Exhibit A (the "**Property**").

D. The Park District intends to make certain improvements to its facility located on the Property as described in Exhibit B (the "**Project**").

E. The Property lies wholly within the boundaries of the Area (as hereinafter defined).

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

G. In accordance with the provisions of the Act, and pursuant to ordinances (the "**TIF Ordinances**") adopted on September 29, 1999 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "**Journal**") for said date at pages 11506 to 11663, as subsequently amended, the City Council: (i) approved and adopted a redevelopment plan and project (the "**Plan**") for a portion of the City known as the "Madison/Austin Corridor Redevelopment Project Area" (the "**Area**"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area.

H. Under 65 ILCS 5/11-74.4-3(q)(2), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("**Increment**") may be used to pay the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment (Increment collected from the Area shall be known as the "**Area Increment**").

I. The Park District is a taxing district under the Act.

J. DPD wishes to make available to the Park District a portion of the Area Increment in an amount not to exceed a total of \$1,500,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project on the Property (the "**TIF-Funded Improvements**") in the Area to the extent and in the manner provided in the Agreement.

K. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

L. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

M. By ordinances adopted on _____, 20____ the Board of Commissioners of the Chicago Park District authorized the acceptance of the City Increment as described herein.

N. On _____, 20____, the City Council adopted an ordinance published in the Journal at pages _____ to _____ for said date (the "**Authorizing Ordinance**"), among other things, authorizing the execution of this Agreement.

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT

1.1. No later than 36 months from the Closing Date, or later as the Commissioner of DPD (the "**Commissioner**") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.2. The plans and specifications for the Project (the "**Plans and Specifications**") shall at a minimum meet or shall have met the general requirements set forth in **Exhibit B** hereof and

comply with plans and specifications which the Park District will have provided to, and be approved by, DPD prior to the disbursement of the TIF Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied, and operated as a public park.

1.4. The Park District shall include a certification of compliance with the requirements of **Sections 1.1, 1.2, and 1.3** hereof with the request for the TIF Assistance hereunder at the time the Project is completed and prior to any disbursement of the TIF Assistance. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

1.5. In all contracts relating to the Project until the Property is conveyed to the Park District, the Park District agrees to require its contractors to name the City as an additional insured on all insurance policies and to require its contractors 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 the construction for the Project by its contractors or contractors' suppliers, employees or agents.

1.6. The Park District agrees to carefully inspect the Property prior to commencement of any activity on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District.

2.2. The City shall establish a special account within the Madison/Austin Corridor Redevelopment Project Area Special Tax Allocation Fund; such special account shall be known as the "**Austin Town Hall Account**." Disbursement of TIF Assistance will be subject to the availability of Area Increment in the Austin Town Hall Account, subject to all restrictions on and obligations of the City contained in all TIF Ordinances, or relating to the Area Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 90 days after the execution of this

Agreement (the "Satisfaction Period"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

2.3.1. The Park District has satisfied the conditions stated in this Section 2.3 within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may terminate this Agreement by providing written notice to the other Party;

2.3.2. The Park District may request payment from the City by submitting a Certificate of Expenditure in the form of **Exhibit D** hereto ("Certificate of Expenditure"), which may be processed and executed periodically. The City shall not execute and approve Certificates of Expenditure in the aggregate in excess of the actual costs of the Project, and in no event in an amount greater than the TIF Assistance. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DPD. Delivery by the Park District to the City of any request for execution by the City of a Certificate of Expenditure 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 execution of a Certificate of Expenditure, that:

2.4.1. The total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or 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;

2.4.2. All amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

2.4.3 The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications; and

2.4.4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any execution and approval of a Certificate of Expenditure 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 Park District.

2.6. The current estimated cost of the entire Project is \$1,500,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of the Project and that all

costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City immediately in writing and cease all work on the Project until the City and the Park District agree on how to proceed; the Park District may narrow the scope of the Project (the "Revised Project") as agreed to by the City prior to the restart of any work in order to complete the Revised Project with the approved funds. The City has the right, at its election, to withhold and refuse all reimbursement in the event that the Park District fails to so notify the City and/or the Park District and the City fail to reach agreement on a Revised Project as described above.

2.7. **Exhibit C** contains a preliminary list of capital improvements, equipment costs, general construction costs, and other costs, if any, recognized by the City as costs eligible to be paid for out of the TIF Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District 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 Plan. Prior to the expenditure of TIF Assistance funds on the Project, the Commissioner, based upon the Project budget, may make such modifications to **Exhibit C** as he or she wishes in his or her discretion to account for all of the TIF Assistance 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 Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of TIF Assistance funds, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject in every respect to the availability of funds as described in and limited by this Section 2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of the Project is less than the amount of the TIF Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the TIF Assistance contemplated by this Agreement and the amount of the TIF Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to

investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property and (b) to determine if any environmental remediation is necessary with respect to the Property or the Project, and any such work that the Park District determines is required shall be performed at its sole cost and expense as the parties understand and agree that the City's financial obligation shall be limited to an amount not to exceed the TIF Assistance which is provided solely for the items set forth on Exhibit C. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any activity related to the Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

SECTION 5. INSURANCE

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

5.1.1. Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

5.1.2. 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 shall include the following: All premises and operations, products/completed operations, 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.

5.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

5.1.5. Self Insurance. To the extent permitted by applicable Law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and

agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in **Section 8.13**, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and renewal Certificates of Insurance, promptly as any requisite insurance is renewed. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor 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.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this **Section 6.1** shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT

7.1. If the Park District, without the City's written consent, fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in **Section 7.1** and such default is not cured as described in **Section 7.3** hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in **Section 8.13** hereof, and shall state the nature of the default. In the event the Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District 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.

7.4. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance; or both.

SECTION 8. GENERAL PROVISIONS

8.1. **Authority.** Execution of this Agreement by the City is authorized by the Authorizing

Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

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

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party 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 Parties, shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. **Modification or Amendment.** This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

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

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

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With copies to: Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above

shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

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

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

For the City: Tim Jeffries
City of Chicago
Department of Planning and Development
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0893
(312) 744-7996 (Fax)

For the Park District: Heather Gleason
Chicago Park District
Director of Planning and Construction
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

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.

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

8.17. 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.

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

8.19. Time. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Planning and Development

By: _____
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate of the State of Illinois

By: _____
General Superintendent and CEO

ATTEST

By: _____
Secretary

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Park District constitutes Exhibit "A" to ordinance printed on page 27570 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Intergovernmental Agreement with the Chicago Park District read as follows:

(Sub)Exhibit "B".

(To Intergovernmental Agreement With Chicago Park District)

Project.

The renovation of Austin Town Hall will include improvements to the facility, including electrical service upgrades, ADA access improvements, interior remodeling of the auditorium as well as other site restoration improvements.

The TIF-Funded Improvements shall include: Facility renovation including ADA access to entrance, lobby restrooms and locker rooms; improvements to upgrade stage, lighting, sound and accessibility in auditorium. Plumbing, drainage, electrical service upgrades and site access improvements as needed.

(Sub)Exhibit "C".

(To Intergovernmental Agreement With Chicago Park District)

Project Budget.

| Sources | Amount |
|--------------------|-------------|
| Madison/Austin TIF | \$1,500,000 |
| Total: | \$1,500,000 |

| Uses | Amount |
|--|-------------|
| Fieldhouse renovation for accessibility including doors, lobby, restrooms, locker rooms, chair lifts including for stage | \$ 500,000 |
| Fieldhouse improvements to auditorium including stage expansion, interior finishes, electrical upgrade | \$ 700,000 |
| Site improvements including access paving, ramps and landscape restoration as needed | \$ 300,000 |
| Total: | \$1,500,000 |

4. The Park District is in compliance with all applicable federal, state and local laws, statues, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

Chicago Park District

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

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT DONOVAN PARK AT 3609 S. LITUANICA AVE.

[O2021-442]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication authorizing the City of Chicago to enter into and execute an Intergovernmental Agreement with the Chicago Park District for the use of tax increment financing (TIF) funds for certain improvements at Donovan Park located at 3609 South Lituania Avenue, 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 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, 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.

The following is said ordinance as passed:

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

WHEREAS, The Chicago Park District (the "Park District") is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, The Park District has undertaken to make certain park improvements at Donovan Park, which is generally located at 3609 South Lituania Avenue, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

WHEREAS, The Park District desires to acquire a privately-owned 0.46 acre lot across the street from Donovan Park and remediate the newly acquired property to make it available for passive recreation (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the 35th/Halsted Redevelopment Area (as hereinafter defined); and

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

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on January 14, 1997 and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, for said date at pages 36945 to 37323, and as subsequently amended on May 5, 2004, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "35th/Halsted Redevelopment Project Area" (the "35th/Halsted Redevelopment Area"); (ii) designated the 35th/Halsted Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the 35th/Halsted Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment

plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the 35th/Halsted Redevelopment Area shall be known as the "35th/Halsted Increment"); and

WHEREAS, The Department of Planning and Development of the City ("DPD") desires to use a portion of the 35th/Halsted Increment in an amount not to exceed \$850,000 for the purpose of partially funding the construction of the Project on the Property (the "TIF-Funded Improvements") in the 35th/Halsted Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the 35th/Halsted Redevelopment Area; and

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

WHEREAS, In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for the TIF-Funded Improvements; now, therefore,

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

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

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") and a designee are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the Agreement in substantially the form attached hereto as Exhibit B and made a part hereof and such other documents as may be necessary to

carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

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

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description:

Lots 21, 22, 23, 24 and 25 in Block 7 in Gage and Others Subdivision of the east half of the southeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3609 South Lituanica Avenue
Chicago, Illinois 60609.

Permanent Index Number ("PIN"):

17-32-410-001-0000.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement With Chicago Park District.

(Donovan Park)

This Agreement (the "Agreement") is made as of this ____ day of _____, 20____ (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development or any successor thereto ("DPD"); and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of parks within the corporate limits of the City.

C. The Park District has undertaken to make certain park improvements at Donovan Park, which is generally located at 3609 South Lituania Ave., Chicago, Illinois 60609 and legally described in **Exhibit A** (the "Property").

D. The Park District intends to make certain improvements to the Property as described in **Exhibit B** (the "Project").

E. The Property lies wholly within the boundaries of the Area (as hereinafter defined).

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

G. In accordance with the provisions of the Act, and pursuant to ordinances (the "TIF Ordinances") adopted on January 14, 1997 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") for said date at pages 36945 to 37323, as subsequently amended, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "35th/Halsted Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area.

H. Under 65 ILCS 5/11-74.4-3(q)(2), such incremental ad valorem taxes which

pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("**Increment**") may be used to pay the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment (Increment collected from the Area shall be known as the "**Area Increment**").

I. The Park District is a taxing district under the Act.

J. DPD wishes to make available to the Park District a portion of the Area Increment in an amount not to exceed a total of \$850,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project on the Property (the "**TIF-Funded Improvements**") in the Area to the extent and in the manner provided in the Agreement.

K. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

L. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

M. By ordinances adopted on _____, 20____ the Board of Commissioners of the Chicago Park District authorized the acceptance of the City Increment as described herein.

N. On _____, 20____, the City Council adopted an ordinance published in the Journal at pages _____ to _____ for said date (the "**Authorizing Ordinance**"), among other things, authorizing the execution of this Agreement.

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT

1.1. No later than 36 months from the Closing Date, or later as the Commissioner of DPD (the "**Commissioner**") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.2. The plans and specifications for the Project (the "**Plans and Specifications**") shall at a minimum meet or shall have met the general requirements set forth in **Exhibit B** hereof and comply with plans and specifications which the Park District will have provided to, and be approved by, DPD prior to the disbursement of the TIF Assistance. No material deviation from

the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied, and operated as a public park.

1.4. The Park District shall include a certification of compliance with the requirements of **Sections 1.1, 1.2, and 1.3** hereof with the request for the TIF Assistance hereunder at the time the Project is completed and prior to any disbursement of the TIF Assistance. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

1.5. In all contracts relating to the Project until the Property is conveyed to the Park District, the Park District agrees to require its contractors to name the City as an additional insured on all insurance policies and to require its contractors 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 the construction for the Project by its contractors or contractors' suppliers, employees or agents.

1.6. The Park District agrees to carefully inspect the Property prior to commencement of any activity on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District.

2.2. The City shall establish a special account within the 35th/Halsted Redevelopment Project Area Special Tax Allocation Fund; such special account shall be known as the "**Donovan Park Account.**" Disbursement of TIF Assistance will be subject to the availability of Area Increment in the Donovan Park Account, subject to all restrictions on and obligations of the City contained in all TIF Ordinances, or relating to the Area Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 90 days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

2.3.1. The Park District has satisfied the conditions stated in this Section 2.3 within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may terminate this Agreement by providing written notice to the other Party;

2.3.2. The Park District may request payment from the City by submitting a Certificate of Expenditure in the form of **Exhibit D** hereto ("**Certificate of Expenditure**"), which may be processed and executed periodically. The City shall not execute and approve Certificates of Expenditure in the aggregate in excess of the actual costs of the Project, and in no event in an amount greater than the TIF Assistance. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DPD. Delivery by the Park District to the City of any request for execution by the City of a Certificate of Expenditure 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 execution of a Certificate of Expenditure, that:

2.4.1. The total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or 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;

2.4.2. All amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

2.4.3 The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications; and

2.4.4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any execution and approval of a Certificate of Expenditure 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 Park District.

2.6. The current estimated cost of the entire Project is \$850,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City immediately in writing and cease all work on the Project until the City and the Park District agree on how to proceed; the Park District may narrow the scope of the

Project (the "Revised Project") as agreed to by the City prior to the restart of any work in order to complete the Revised Project with the approved funds. The City has the right, at its election, to withhold and refuse all reimbursement in the event that the Park District fails to so notify the City and/or the Park District and the City fail to reach agreement on a Revised Project as described above.

2.7. **Exhibit C** contains a preliminary list of capital improvements, equipment costs, general construction costs, and other costs, if any, recognized by the City as costs eligible to be paid for out of the TIF Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District 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 Plan. Prior to the expenditure of TIF Assistance funds on the Project, the Commissioner, based upon the Project budget, may make such modifications to **Exhibit C** as he or she wishes in his or her discretion to account for all of the TIF Assistance 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 Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of TIF Assistance funds, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject in every respect to the availability of funds as described in and limited by this Section 2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of the Project is less than the amount of the TIF Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the TIF Assistance contemplated by this Agreement and the amount of the TIF Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property and (b) to determine if any environmental remediation is necessary with respect to the Property or the Project, and any such work that the Park District determines is required shall be performed at its sole cost and expense as the parties understand and agree that the City's financial obligation shall be limited

to an amount not to exceed the TIF Assistance which is provided solely for the items set forth on Exhibit C. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any activity related to the Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

SECTION 5. INSURANCE

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

5.1.1. Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

5.1.2. 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 shall include the following: All premises and operations, products/completed operations, 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.

5.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

5.1.5. Self Insurance. To the extent permitted by applicable Law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.13, original

Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and renewal Certificates of Insurance, promptly as any requisite insurance is renewed. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed:

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor 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.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this **Section 6.1** shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT

7.1. If the Park District, without the City's written consent, fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in **Section 7.1** and such default is not cured as described in **Section 7.3** hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in **Section 8.13** hereof, and shall state the nature of the default. In the event the Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District 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.

7.4. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS

8.1. **Authority.** Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

8.3. **Compliance with Laws.** The Parties agree to comply with all federal, state and

local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

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

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party 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 Parties, shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

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

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

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With copies to: Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

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

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

8.15. **Representatives.** Immediately upon execution of this Agreement, the following

individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City: Tim Jeffries
City of Chicago
Department of Planning and Development
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0893
(312) 744-7996 (Fax)

For the Park District: Heather Gleason
Chicago Park District
Director of Planning and Construction
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

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.

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

8.17. 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.

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

8.19. Time. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Planning and Development

By: _____
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate of the State of Illinois

By: _____
General Superintendent and CEO

ATTEST

By: _____
Secretary

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Park District constitutes Exhibit "A" to ordinance printed on page 27589 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Intergovernmental Agreement with the Chicago Park District read as follows:

(Sub)Exhibit "B".

(To Intergovernmental Agreement With Chicago Park District)

Project.

The Park District shall acquire a privately-owned 0.46 acre lot across the street from Donovan Park in the Bridgeport Community. Upon completion of the acquisition, the new property will be remediated and added to the Park District's Donovan Park. TIF Funds will be used to remediate the newly acquired property and make it available for passive recreation.

The TIF-Funded Improvements shall include: Street vacation, site remediation and development of passive open space.

(Sub)Exhibit "C".

(To Intergovernmental Agreement With Chicago Park District)

Project Budget.

| Sources | Amount |
|-------------------------------|-----------|
| 35 th /Halsted TIF | \$850,000 |
| Total: | \$850,000 |

| Uses | Amount |
|--|-----------|
| Street closure (not vacation) | \$100,000 |
| Site remediation | \$400,000 |
| Park development to include: site perimeter, fencing, benches, landscaping and site lighting | \$350,000 |
| Total: | \$850,000 |

4. The Park District is in compliance with all applicable federal, state and local laws, statues, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

Chicago Park District

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

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT WEST PULLMAN PARK AT 401 W. 123RD ST.

[SO2021-441]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication authorizing the City of Chicago to enter into and execute an Intergovernmental Agreement with the Chicago Park District for the use of tax increment financing (TIF) funds for certain improvements at West Pullman Park at 401 West 123rd Street, 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 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, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, 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.

The following is said ordinance as passed:

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

WHEREAS, The Chicago Park District (the "Park District") is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, The Park District has undertaken to make certain park improvements at West Pullman Park, which is generally located at 401 West 123rd Street, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

WHEREAS, The Park District desires to renovate the West Pullman Park Cultural Center, including stabilization of the building envelope, roof and masonry repairs and improvements and interior remodeling of the auditorium (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the 119th and Halsted Redevelopment Area (as hereinafter defined); and

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

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on February 6, 2002 and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, for said date at pages 78512 to 78648, and as subsequently amended on April 19, 2003 and April 30, 2014, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "119th and Halsted Redevelopment Project Area" (the "119th and Halsted Redevelopment Area"); (ii) designated the 119th and Halsted Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the 119th and Halsted Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the 119th and Halsted Redevelopment Area shall be known as the "119th and Halsted Increment"); and

WHEREAS, The Department of Planning and Development of the City ("DPD") desires to use a portion of the 119th and Halsted Increment in an amount not to exceed \$1,400,000 for the purpose of partially funding the construction of the Project on the Property (the "TIF-Funded Improvements") in the 119th and Halsted Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the 119th and Halsted Redevelopment Area; and

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

WHEREAS, In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for the TIF-Funded Improvements; now, therefore,

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

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

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") and a designee are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the Agreement in substantially the form attached hereto as Exhibit B and made a part hereof and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

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

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description:

Lot 3 in Andrew's Subdivision of the east half of the southwest quarter and of the southeast fractional quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, lying north of the Indian Boundary Line, according to the plat thereof recorded April 11, 1887 as Document Number 815570, in Cook County, Illinois.

Lots 1 through 46, both inclusive, the vacated east/west alley, and the vacated north/south alley, all in Block 1, Lots 1 through 5 (excluding the west half of Lot 5), both inclusive, Lots 29 through 46, both inclusive, the east half of a vacated north/south alley lying westerly and adjacent to the aforesaid Lots 29 through 45, and a vacated north/south alley lying northerly and adjacent to the aforesaid Lot 46, all in Block 2, in the subdivision of Blocks 1 and 2 in Harvey B. Hurd's addition to West Pullman, being a subdivision of Lots 4 and 5 in Andrew's Subdivision, a subdivision of the east half of the southwest quarter and of the southeast fractional quarter of Section 28, north of the Indian Boundary Line, all in Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 8, 1889 as Document Number 2854540.

Also including that part of vacated Egglestone Avenue lying easterly and adjacent to the east line of the aforesaid Block 2; also including that part of vacated Stewart Avenue lying easterly and adjacent to the east line of the aforesaid Block 1.

Address:

401 West 123rd Street
Chicago, Illinois 60628.

Permanent Index Numbers ("PINs"):

25-28-306-007-0000;

25-28-306-024-0000;

25-28-307-001-0000; and

25-28-400-001-0000.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement With Chicago Park District.

(West Pullman Park)

This Agreement (the "**Agreement**") is made as of this ____ day of _____, 20__ (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Planning and Development or any successor thereto ("**DPD**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "**Parties**."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of parks within the corporate limits of the City.

C. The Park District has undertaken to make certain park improvements at West Pullman Park, which is generally located at 401 West 123rd Street, Chicago, Illinois 60628 and legally described in **Exhibit A** (the "**Property**").

D. The Park District intends to make certain improvements to the Property as described in **Exhibit B** (the "**Project**").

E. The Property lies wholly within the boundaries of the Area (as hereinafter defined).

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

G. In accordance with the provisions of the Act, and pursuant to ordinances (the "**TIF Ordinances**") adopted on February 6, 2002 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "**Journal**") for said date at pages 78512 to 78648, as subsequently amended, the City Council: (i) approved and adopted a redevelopment plan and project (the "**Plan**") for a portion of the City known as the "119th and Halsted Redevelopment Project Area" (the "**Area**"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area.

H. Under 65 ILCS 5/11-74.4-3(q)(2), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("**Increment**") may be used to pay the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment (Increment collected from the Area shall be known as the "**Area Increment**").

I. The Park District is a taxing district under the Act.

J. DPD wishes to make available to the Park District a portion of the Area Increment in an amount not to exceed a total of \$1,400,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project on the Property (the "**TIF-Funded Improvements**") in the Area to the extent and in the manner provided in the Agreement.

K. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

L. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

M. By ordinances adopted on _____, 20____ the Board of Commissioners of the Chicago Park District authorized the acceptance of the City Increment as described herein.

N. On _____, 20____, the City Council adopted an ordinance published in the Journal at pages _____ to _____ for said date (the "**Authorizing Ordinance**"), among other things, authorizing the execution of this Agreement.

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT

1.1. No later than 36 months from the Closing Date, or later as the Commissioner of DPD (the "**Commissioner**") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.2. The plans and specifications for the Project (the "**Plans and Specifications**") shall at a minimum meet or shall have met the general requirements set forth in **Exhibit B** hereof and

comply with plans and specifications which the Park District will have provided to, and be approved by, DPD prior to the disbursement of the TIF Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied, and operated as a public park.

1.4. The Park District shall include a certification of compliance with the requirements of **Sections 1.1, 1.2, and 1.3** hereof with the request for the TIF Assistance hereunder at the time the Project is completed and prior to any disbursement of the TIF Assistance. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

1.5. In all contracts relating to the Project until the Property is conveyed to the Park District, the Park District agrees to require its contractors to name the City as an additional insured on all insurance policies and to require its contractors 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 the construction for the Project by its contractors or contractors' suppliers, employees or agents.

1.6. The Park District agrees to carefully inspect the Property prior to commencement of any activity on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District.

2.2. The City shall establish a special account within the 119th and Halsted Redevelopment Project Area Special Tax Allocation Fund; such special account shall be known as the "**West Pullman Park Account.**" Disbursement of TIF Assistance will be subject to the availability of Area Increment in the West Pullman Park Account, subject to all restrictions on and obligations of the City contained in all TIF Ordinances, or relating to the Area Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 90 days after the execution of this

Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

2.3.1. The Park District has satisfied the conditions stated in this Section 2.3 within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may terminate this Agreement by providing written notice to the other Party;

2.3.2. The Park District may request payment from the City by submitting a Certificate of Expenditure in the form of **Exhibit D** hereto ("**Certificate of Expenditure**"), which may be processed and executed periodically. The City shall not execute and approve Certificates of Expenditure in the aggregate in excess of the actual costs of the Project, and in no event in an amount greater than the TIF Assistance. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DPD. Delivery by the Park District to the City of any request for execution by the City of a Certificate of Expenditure 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 execution of a Certificate of Expenditure, that:

2.4.1. The total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or 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;

2.4.2. All amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

2.4.3 The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications; and

2.4.4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any execution and approval of a Certificate of Expenditure 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 Park District.

2.6. The current estimated cost of the entire Project is \$1,400,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of the Project and that all

costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City immediately in writing and cease all work on the Project until the City and the Park District agree on how to proceed; the Park District may narrow the scope of the Project (the "Revised Project") as agreed to by the City prior to the restart of any work in order to complete the Revised Project with the approved funds. The City has the right, at its election, to withhold and refuse all reimbursement in the event that the Park District fails to so notify the City and/or the Park District and the City fail to reach agreement on a Revised Project as described above.

2.7. **Exhibit C** contains a preliminary list of capital improvements, equipment costs, general construction costs, and other costs, if any, recognized by the City as costs eligible to be paid for out of the TIF Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District 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 Plan. Prior to the expenditure of TIF Assistance funds on the Project, the Commissioner, based upon the Project budget, may make such modifications to **Exhibit C** as he or she wishes in his or her discretion to account for all of the TIF Assistance 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 Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of TIF Assistance funds, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject in every respect to the availability of funds as described in and limited by this Section 2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of the Project is less than the amount of the TIF Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the TIF Assistance contemplated by this Agreement and the amount of the TIF Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to

investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property and (b) to determine if any environmental remediation is necessary with respect to the Property or the Project, and any such work that the Park District determines is required shall be performed at its sole cost and expense as the parties understand and agree that the City's financial obligation shall be limited to an amount not to exceed the TIF Assistance which is provided solely for the items set forth on Exhibit C. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any activity related to the Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

SECTION 5. INSURANCE

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

5.1.1. Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

5.1.2. 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 shall include the following: All premises and operations, products/completed operations, 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.

5.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

5.1.5. Self Insurance. To the extent permitted by applicable Law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and

agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and renewal Certificates of Insurance, promptly as any requisite insurance is renewed. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor 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.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this **Section 6.1** shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT

7.1. If the Park District, without the City's written consent, fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in **Section 7.1** and such default is not cured as described in **Section 7.3** hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in **Section 8.13** hereof, and shall state the nature of the default. In the event the Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District 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.

7.4. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS

8.1. **Authority**. Execution of this Agreement by the City is authorized by the Authorizing

Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

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

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party 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 Parties, shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. **Modification or Amendment.** This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

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

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

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With copies to: Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above

shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

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

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

For the City: Tim Jeffries
City of Chicago
Department of Planning and Development
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0893
(312) 744-7996 (Fax)

For the Park District: Heather Gleason
Chicago Park District
Director of Planning and Construction
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

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.

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

8.17. 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.

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

8.19. Time. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Planning and Development

By: _____
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate of the State of Illinois

By: _____
General Superintendent and CEO

ATTEST

By: _____
Secretary

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Park District constitutes Exhibit "A" to ordinance printed on page 27608 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Intergovernmental Agreement with the Chicago Park District read as follows:

(Sub)Exhibit "B".

(To Intergovernmental Agreement With Chicago Park District)

Project.

The Park District shall renovate the West Pullman Park Cultural Center, including stabilization of the building envelope, roof and masonry repairs and improvements and interior remodeling of the auditorium.

The TIF-Funded Improvements shall include: Facility renovation including ADA access to entrance, lobby restrooms and locker rooms; improvements to upgrade stage, lighting, sound and accessibility in auditorium. Plumbing, drainage, electrical service upgrades and site access improvements as needed.

(Sub)Exhibit "C".

(To Intergovernmental Agreement With Chicago Park District)

Project Budget.

| Sources | Amount |
|------------------|-------------|
| West Pullman TIF | \$1,400,000 |
| Total: | \$1,400,000 |

| Uses | Amount |
|---|-------------|
| Tuck-pointing and roof replacement | \$ 850,000 |
| Interior finishes restoration | \$150,000 |
| Facility improvements including ADA access, electrical service upgrades and lighting improvements to the auditorium | \$400,000 |
| Total: | \$1,400,000 |

4. The Park District is in compliance with all applicable federal, state and local laws, statues, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

Chicago Park District

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

FREE PERMITS AND ASSOCIATED FEE WAIVERS FOR ALL APPLICATIONS FILED BY CHICAGO BOARD OF EDUCATION OR ITS CONTRACTORS FOR BUILDINGS, FACILITIES AND PROJECTS USED FOR PUBLIC OR GOVERNMENTAL PURPOSES WITH QUARTERLY REPORTING OF WAIVERS TO OFFICE OF BUDGET AND MANAGEMENT.

[O2020-5785]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration an ordinance authorizing the issuance of free permits and associated fee waivers for all applications filed by the Chicago Board of Education or its contractors for buildings, facilities and projects used for public or governmental purposes with quarterly reporting of waivers to the Office of Budget and Management (O2020-5785), 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 votes.

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, 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.

The following is said ordinance as passed:

WHEREAS, Section 2-8-065 of the Municipal Code of Chicago prohibits individual fee waivers for any person, including but not limited to any not-for-profit corporation, except as provided in Section 2-8-065(c); and

WHEREAS, Section 2-8-065(c) provides that individual fee waivers are permitted for "governmental entities" as defined in Section 2-8-065(a); and

WHEREAS, The Board of Education of the City of Chicago is a governmental entity created pursuant to State statute, 105 ILCS 5/34, et seq.; now, therefore,

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

SECTION 1. Notwithstanding any provision of the Municipal Code of Chicago ("Code") to the contrary, all permits for demolition, construction, alteration, repair, renovation, rehabilitation and inspection filed by the Chicago Board of Education ("Board") or its contractors for buildings and facilities used for public or governmental purposes shall be issued without charge. This section shall also exempt the Board and its contractors from the payment of all permit fees, inspection fees, annual inspection fees, application fees, plan review fees, license fees, fees to cut-off or reconnect water and sewer lines, fees to occupy or use the public way, and fees to install or maintain temporary driveways, canopies, barricades or other structures on the public way, in connection with any of the foregoing work, for all buildings, facilities and improvements operated by the Board or its contractors for public or governmental use.

Provided, however, that the fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the Department of Buildings' developer services program or under any other City program.

Provided further, that as a continuing condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with plans submitted to and approved by the Department of Buildings or other appropriate City department; all required permits and licenses shall be obtained; and said building, land and facilities, and all appurtenances thereto, shall be constructed and maintained in compliance with the applicable provisions of the Code and any rules duly promulgated thereunder.

SECTION 2. The Board shall submit to the Office of Budget and Management ("OBM"), on a quarterly basis, a written report summarizing the number and type of fee waivers granted to the Board and its contractors under Section 1 of this ordinance, and the amount

of each fee so waived. Such written report shall be submitted in the manner and form acceptable to OBM.

SECTION 3. This ordinance shall take full force and effect upon its passage and approval; shall be effective January 1, 2021; and shall be in force until December 31, 2022.

SETTLEMENT AGREEMENT REGARDING CASE OF *PAMELA ANDERSON, INDIVIDUALLY AND AS INDEPENDENT ADMINISTRATOR OF ESTATE OF JAMES ANDERSON, DECEASED V. CITY OF CHICAGO, A MUNICIPAL CORPORATION, AND OFFICER CHRISTOPHER RAMSEY, INDIVIDUALLY AND AS AGENT, SERVANT AND EMPLOYEE OF CITY OF CHICAGO.*

[Or2021-42]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

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: *Pamela Anderson, individually and as independent administrator of the estate of James Anderson, deceased v. City of Chicago, a municipal corporation, and Officer Christopher Ramsey, individually and as agent, servant and employee of City of Chicago*, cited as 2016 L 3346 (Cir. Ct. Cook Cty.) in the amount of: \$400,000.00, 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, Cárdenas, Burke, Coleman, Moore, Curtis, Taylor, Rodriguez, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Mitts, Vasquez, Smith, Tunney, Cappleman, Martin, Osterman, Hadden -- 35.

Nays -- Aldermen Thompson, Quinn, Lopez, O'Shea, Brookins, Tabares, Taliaferro, Villegas, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 14.

Alderman Harris 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: *Pamela Anderson, individually and as independent administrator of the estate of James Anderson, deceased v. City of Chicago, a municipal corporation, and Officer Christopher Ramsey, individually and as agent, servant and employee of City of Chicago*, cited as 2016 L 3346 (Cir. Ct. Cook Cty.) in the amount of \$400,000.00.

SETTLEMENT AGREEMENT REGARDING CASE OF ASHANTI FRANKLIN, ON BEHALF OF HERSELF AND ON BEHALF OF JOHN DOE, A MINOR, ROMELL FRANKLIN, AND ARIANA FRANKLIN V. CITY OF CHICAGO, A MUNICIPAL CORPORATION; SERGEANT JOHN GRAHAM (STAR # 1071); OFFICER JASON ACEVEDO (STAR # 11683); OFFICER JASON EDWARDS (STAR # 19173); OFFICER KEVIN HAWKINS (STAR # 13471); OFFICER WILLIAMS HRONOPOULOS (STAR # 39785) AND BEN MULLIGAN.

[Or2021-45]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

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:

Ashanti Franklin, on behalf of herself and on behalf of John Doe, a minor, Romell Franklin, and Ariana Franklin v. City of Chicago, a municipal corporation; Sergeant John Graham (Star # 1071); Officer Jason Acevedo (Star # 11683); Officer Jason Edwards (Star # 19173); Officer Kevin Hawkins (Star # 13471); Officer Williams Hronopoulos (Star # 39785) and Ben Mulligan, cited as 18 CV 06281 (N.D. Il.) in the amount of: \$175,000.00, 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, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 43.

Nays -- Aldermen Lopez, Curtis, Taliaferro, Sposato, Napolitano -- 5.

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: Ashanti Franklin, on behalf of herself and on behalf of John Doe, a minor, Romell Franklin, and Ariana Franklin v. City of Chicago, a municipal corporation; Sergeant John Graham (Star # 1071); Officer Jason Acevedo (Star # 11683); Officer Jason Edwards (Star # 19173); Officer Kevin Hawkins (Star # 13471); Officer Williams Hronopoulos (Star # 39785) and Ben Mulligan, cited as 18 CV 06281 (N.D. Il.) in the amount of \$175,000.00.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2021-33]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

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 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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

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 on each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 27630
and 27631 of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims
February 24, 2021

| Last Name | First Name | Address | City | State | Zip Code | DOL | Total Paid | Payee | Location of Accident |
|--|------------|---------------------------|--------------|-------|-----------|------------|------------|-----------------------|--------------------------|
| Claimant Type Desc: Property(7) | | | | | | | | | |
| PAOLETTI | JAMES | 10300 S. CHRISTIANA AVE. | CHICAGO | IL | 60655 | 11/26/2018 | \$1,725.00 | Claimant | 10300 S CHRISTIANA |
| RENARDO | JOHN | 10300 S ST LOUIS AVENUE | CHICAGO | IL | 60655 | 11/26/2018 | \$1,360.00 | Claimant | 10300 S ST LOUIS AVENUE |
| <i>State Farm / Weston</i> | | | | | | | | | |
| | | PO BOX 106173 | ATLANTA | GA | 303486173 | 11/09/2019 | \$1,870.00 | Claimant | 7811 S CREIGER AVE |
| Total of Spill Claims: 3 \$4,955.00 | | | | | | | | | |
| Claimant Type Desc: Vehicle(8) | | | | | | | | | |
| BONNETTE | JARED | 1100 W MONTROSE AVE #603 | CHICAGO | IL | 60613 | 10/31/2019 | \$156.33 | Claimant | 121 N LASALLE |
| BOWEN | STEPHEN | 8831 S ALBANY AVE | EVERGREEN | IL | 60805 | 02/28/2019 | \$288.20 | Claimant | 100 W 87TH STREET |
| BRAZIL | ROBERT | 5133 S. CORNELL AVE | CHICAGO | IL | 60615 | 12/06/2019 | \$94.53 | Claimant | 1700 - 1750 N. CLARK ST. |
| BRAZIL | ROBERT | 5133 S. CORNELL AVE | CHICAGO | IL | 60615 | 12/06/2019 | \$100.00 | DEPARTMENT OF REVENUE | 1700 - 1750 N. CLARK ST. |
| CARROLL | COURTNEY | 807 W 14TH PL #3B | CHICAGO | IL | 60608 | 07/07/2019 | \$125.00 | Claimant | 100 N WESTERN AVENUE |
| CASTRO-SERPA | AMANDA | 3649 N LINDER AVE | CHICAGO | IL | 60707 | 04/02/2019 | \$243.24 | Claimant | 2035 N MOBILE |
| CASTRO-SERPA | AMANDA | 3649 N LINDER AVE | CHICAGO | IL | 60707 | 04/02/2019 | \$200.00 | DEPARTMENT OF REVENUE | 2035 N MOBILE |
| CHACOS | LORI | 545 W. ALDINE AVE. #2E | CHICAGO | IL | 60657 | 05/12/2019 | \$238.51 | Claimant | 2500 N ASHLAND AVENUE |
| COUJY | AMY | 1632 W COLUMBIA AVE #2N | CHICAGO | IL | 60628 | 08/15/2019 | \$165.38 | Claimant | 121 N LASALLE |
| DAVIS | KENNETH | 1923 S ST LOUIS AVENUE | CHICAGO | IL | 60623 | 08/22/2018 | \$1,211.11 | Claimant | 1923 S ST. LOUIS AVENUE |
| DAVIS | KENNETH | 1923 S ST LOUIS AVENUE | CHICAGO | IL | 60623 | 08/22/2018 | \$241.54 | DEPARTMENT OF REVENUE | 1923 S ST. LOUIS AVENUE |
| DAVIS | JOAN | 1006 WESLEY AVE. | OAK PARK | IL | 60304 | 05/08/2019 | \$172.94 | Claimant | 1855 W TAYLOR ST. |
| EUGENIO | DONALD | 202 EAST WALTON #4E | CHICAGO | IL | 60611 | 10/21/2020 | \$201.68 | Claimant | 5200 N LAKE SHORE DRIVE |
| GALLEGOS | IGNACIO | 1020 W. GALENA BLVD. | AURORA | IL | 60502 | 08/03/2019 | \$211.09 | Claimant | 3220 S KEDZIE AVE. |
| GUERRERO | MONICA | 963 W. CULLERTON #103 | CHICAGO | IL | 60608 | 05/05/2020 | \$204.25 | DEPARTMENT OF REVENUE | ASHLAND & CERMAK |
| HERRON | RYNAE | 12747 S. BISHOP ST. | CALUMET PARK | IL | 60827 | 05/19/2020 | \$102.56 | Claimant | 2200 W MARQUETTE RD |
| HUNT | SAMUEL | 7801 S WOOD ST | CHICAGO | IL | 60620 | 09/11/2019 | \$127.42 | Claimant | 3847 S SOUTHWEST HWY |
| HUNTER | CARMEN | 458 E BOWEN AVE. #2W | CHICAGO | IL | 60653 | 08/25/2019 | \$308.09 | Claimant | 121 N LASALLE |
| KHALIL | MOHAMMED | 5633 N KIMBALL AVE | CHICAGO | IL | 60659 | 02/02/2020 | \$159.28 | Claimant | 3728 W BRYN MAWR AVE |
| KRUPNIK | ALEXANDER | 3540 SORREL DR. | NORTHBROOK | IL | 60062 | 08/11/2020 | \$204.89 | Claimant | 3200 S CALIFORNIA AVE. |
| LACHTARA | LORALIE | 10807 S CLAREMONT AVE 2N | CHICAGO | IL | 60643 | 05/02/2020 | \$440.91 | Claimant | 10800-10810 S LONGWOOD |
| LISICA | ALEX | 6325 N. SHERIDAN RD. #506 | CHICAGO | IL | 60660 | 02/22/2019 | \$282.67 | Claimant | 6040 N SHERIDAN ROAD |
| LOPEZ | MANUEL | 5484 RIDGE CROSSING | HANOVER PARK | IL | 60133 | 10/21/2019 | \$166.02 | Claimant | W 111TH ST. & S. |

| Last Name | First Name | Address | City | State | Zip Code | DOL | Total Paid | Payee | Location of Accident |
|-------------|-------------|--------------------------------|-----------|-------|-----------|------------|------------|-----------------------|-------------------------|
| MACKAY | KYLE | 1108 N. ASHLAND AVE. #2 | CHICAGO | IL | 60622 | 05/01/2019 | \$233.05 | Claimant | 1100 N ASHLAND AVE. |
| MAJOR | RONALD | 165 PRINCETON ST | HOFFMAN | IL | 601693138 | 01/19/2020 | \$46.65 | Claimant | 121 N LASALLE |
| MCGEE | TAIRANCE | 8130 S. CAMPBELL AVE. | CHICAGO | IL | 60652 | 03/07/2020 | \$370.00 | Claimant | 7401 - 7500 S HARVARD |
| PADILLA | ANTHONY | 1242 N. HOYNE AVE. | CHICAGO | IL | 60622 | 10/01/2020 | \$132.12 | Claimant | 1204 N KEDZIE AVE. |
| RENDER | MARILYN | 1061 E. 41ST PL. #705 | CHICAGO | IL | 60653 | 09/01/2019 | \$322.75 | Claimant | 725-783 E 49TH ST |
| ROGERS | SHARON | 1115 N MONITOR AVENUE | CHICAGO | IL | 60651 | 03/02/2018 | \$87.30 | Claimant | 1048 S SACRAMENTO |
| ROGERS | SHARON | 1115 N MONITOR AVENUE | CHICAGO | IL | 60651 | 03/02/2018 | \$19.80 | DEPARTMENT OF REVENUE | 1049 S SACRAMENTO |
| RUBIN | SARAH | 1923 S DESPLAINES ST | CHICAGO | IL | 60616 | 09/29/2019 | \$100.60 | Claimant | 2601 N DAMEN |
| SAMOS | CONSTANTINE | 1252 W. CATALPA AVE. | CHICAGO | IL | 60640 | 05/11/2020 | \$151.97 | Claimant | 1000 N LAKE SHORE DRIVE |
| SILVERBLATT | MICHELLE | 4140 N. CAMPBELL AVE. | CHICAGO | IL | 60618 | 09/25/2019 | \$98.69 | Claimant | 1035 N LSD MICHIGAN AV |
| SIMMONS | REGINALD | 2627 W. 84TH PLACE | CHICAGO | IL | 60652 | 01/29/2019 | \$666.52 | Claimant | 210 E 60TH STREET |
| SIMMONS | REGINALD | 2627 W. 84TH PLACE | CHICAGO | IL | 60652 | 01/29/2019 | \$1,180.83 | DEPARTMENT OF REVENUE | 210 E 60TH STREET |
| SPELLICY | IAN | 5238 W DEMING PLACE | CHICAGO | IL | 60639 | 07/14/2019 | \$122.28 | Claimant | 5855 W SUNNYSIDE |
| TAYLOR | LINNETTA | 805 E. 194TH ST. | GLENWOOD | IL | 60425 | 09/20/2020 | \$97.80 | DEPARTMENT OF REVENUE | 5900 S LAKE SHORE DRIVE |
| TAYLOR | LINNETTA | 805 E. 194TH ST. | GLENWOOD | IL | 60425 | 09/20/2020 | \$282.69 | Claimant | 5900 S LAKE SHORE DRIVE |
| TREISTER | DANA | 2400 NORTH LAKEVIEW AVE. #3004 | CHICAGO | IL | 60614 | 03/03/2019 | \$392.45 | Claimant | 250 W FULLERTON |
| TROOB | JULIE | 500 W. FULLERTON PARKWAY #407 | CHICAGO | IL | 60614 | 06/26/2020 | \$61.57 | Claimant | 2600 N LAKE SHORE DRIVE |
| TURNER | TERRENCE | 5119 W NELSON | CHICAGO | IL | 60641 | 02/14/2020 | \$310.00 | Claimant | 5701 W FULLERTON AVE |
| VAN SLYKE | CLAIRE | 10556 S KEDZIE AVE | CHICAGO | IL | 60655 | 10/08/2019 | \$90.09 | Claimant | 7119 S KEDZIE AVE |
| WALLS | MARIE | 10141 S LUELLA AVE | CHICAGO | IL | 60617 | 11/05/2019 | \$261.12 | Claimant | 121 N LASALLE |
| WEST | PAUL | 3528 W. 115TH PLACE | CHICAGO | IL | 60655 | 10/03/2019 | \$146.40 | DEPARTMENT OF REVENUE | 11300 S WESTERN AVE. |
| WEST | PAUL | 3528 W. 115TH PLACE | CHICAGO | IL | 60655 | 10/03/2019 | \$19.83 | Claimant | 11300 S WESTERN AVE. |
| WILLIAMS | CARRIE | 638 ANGELICA LANE | ROSCOE | IL | 61073 | 05/30/2020 | \$218.71 | Claimant | 5701 S WESTERN AVE. |
| WISSEAD | STACY | 7540 N. RIDGE BLVD. #6D | CHICAGO | IL | 60645 | 05/23/2019 | \$54.78 | Claimant | 2400 W HOWARD ST. |
| XIANG | DI | 8634 S. ESCANABA AVE. | CHICAGO | IL | 60617 | 12/02/2019 | \$180.01 | Claimant | 2255 E 103RD STREET |
| YANGONG | MARK | 1628 W CULLOM AVE | CHICAGO | IL | 60613 | 06/06/2019 | \$274.06 | Claimant | 4247 N PAULINA AVE |
| YOON | YUN-OK | 566 CREST AVE | ELK GROVE | IL | 60007 | 09/26/2019 | \$306.00 | Claimant | 2355 W SUNNYSIDE |
| | | SUBROGATION PAYMENT PROCESSING | CHICAGO | IL | 60673 | 01/12/2019 | \$1,066.58 | Claimant | 1101 W SHERIDAN ROAD |

Progressive Provencher

Total of Split Claims: Number 51 Amount \$13,141.10
 Total of Split Claims: Number 54 Amount \$18,096.10

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2021-65]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on January 23, 2019 and on subsequent dates sundry claims, 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 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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

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

[List of claimants printed on pages 27633
and 27634 of this *Journal*.]

City Of Chicago
Denied Claims by Claim Name

Denied Date: 02/24/2021

| Claimant Name | Introduced to City Council |
|--------------------------|----------------------------|
| ABOGUNRIN, KIMBERLY N | 01/23/2019 |
| ALMA, ERICA | 01/27/2021 |
| AMERICAN ACCESS CASUALTY | 12/16/2020 |
| BAKKER, LORI E | 10/16/2019 |
| BANDA, VERONICA | 10/16/2019 |
| BARGET, JOSHUA B | 10/16/2019 |
| BARTUS, ADRIAN | 05/20/2020 |
| BEE, MARY J | 11/16/2020 |
| BENJAMIN, CHERYL B | 11/16/2020 |
| BORIZANI, RACHEL L | 07/22/2020 |
| BOUDJENAH, RACHID | 01/27/2021 |
| BROWN, COREY L | 01/27/2021 |
| BROWN, STEPHEN R | 02/19/2020 |
| BRYANT, RAPHAEL | 01/15/2020 |
| CALZADA, ADRIANA | 01/27/2021 |
| CHABELLE, SAMI | 07/22/2020 |
| CHADERTON, WESLEY P | 09/09/2020 |
| CHRYSOVERGIS, ANNA | 11/13/2019 |
| CONNELY, MARTIN J | 12/16/2020 |
| DI DONNA, JOSEPH | 11/16/2020 |
| DUDEK, NATALIA K | 07/22/2020 |
| ESSLING, BERNADETTE N | 01/27/2021 |
| GARCIA, ERIC | 07/22/2020 |
| GARRISON PROPERTY & | 02/19/2020 |
| GULLION, CAROLINE A | 11/13/2019 |
| HAKIMZADEH KHOEE, SALMAN | 07/22/2020 |
| HARRIS, JANICE D | 11/16/2020 |
| HESTER, BERTHA | 11/16/2020 |
| HOOGSTRATEN, CORNELIS | 10/16/2019 |
| JACKSON, GERALD C | 01/27/2021 |
| JEROPKE, SHANNON M | 07/22/2020 |
| KADOW, ROBERT M | 11/13/2019 |
| KISSEL, NICHOLAS J | 01/27/2021 |
| KRUPA, MARTA | 02/19/2020 |
| LAACK SHORT, KATHY A | 01/27/2021 |
| LEVINSTEIN, ROSS I | 03/19/2020 |
| MACKLIN, FATIMAH R | 01/27/2021 |
| MANICKI, MARCIN J | 01/27/2021 |

Denied Date: 02/24/2021

Claimant Name Introduced to City Council

| Claimant Name | Introduced to City Council |
|----------------------------|----------------------------|
| MARMOLEJO ROMERO, SANTIAGO | 06/12/2019 |
| MARSALEK, CAROLYN M | 11/16/2020 |
| MCDONAGH DEMOLITION | 10/16/2019 |
| MCNICHOLS, MICHAEL P | 11/13/2019 |
| MENDEZ, GUSTAVO | 01/23/2019 |
| MITCHELL, JAMES S | 02/19/2020 |
| MOHAMMED, NAZAR | 11/26/2019 |
| MORADZADEH, DAVID | 10/16/2019 |
| MURPHY, KEVIN C | 10/16/2019 |
| MURTIZ, ISAURO | 01/27/2021 |
| OTTO, JULIUS B | 11/16/2020 |
| PROGRESSIVE A/S/O | 06/17/2020 |
| RAMIREZ, ROCIO | 11/16/2020 |
| RESENDEZ, ALFREDO | 11/26/2019 |
| RODRIGUEZ, FEDERICO | 07/22/2020 |
| RODRIGUEZ, JUAN R | 07/22/2020 |
| ROSAS, ERIC | 03/18/2020 |
| ROSEN, KARYN | 09/09/2020 |
| SANDERS, GABRIELLE M | 10/07/2020 |
| SEEVERS, CYNTHIA M | 03/18/2020 |
| SIMON, PATRICIA | 11/26/2019 |
| SKRZYPCZYNSKI, PETER | 03/18/2020 |
| SMITH, SEAN M | 10/07/2020 |
| SOBUS, ROMAN A | 11/16/2020 |
| SOKOLOWSKI, LAURA E | 02/19/2020 |
| SOTO, LUCIA | 11/24/2020 |
| STATE FARM INSURANCE A/S/O | 01/27/2021 |
| STATE FARM INSURANCE A/S/O | 11/16/2020 |
| SURLES, QUIANA | 11/16/2020 |
| TANG, LENA M | 11/16/2020 |
| TEATS, JAMES R | 01/27/2021 |
| TRASKA, EDWARD A | 11/13/2019 |
| TSOKOLAS, ANGELO | 11/16/2020 |
| USAA A/S/O HOLMES, TRACY | 07/22/2020 |
| VALENCIA, JUAN LUIS | 11/16/2020 |
| VORONOV, MICHAEL | 11/16/2020 |
| WARGOLET, III, ROBERT T | 01/27/2021 |
| WATSON, MARY ANN | 09/09/2020 |
| WHITE, APRIL M | 11/13/2019 |

Placed On File -- JUDGEMENT AND SETTLEMENT REPORT FOR MONTH OF JANUARY 2021.

[F2021-23]

The Committee on Finance submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Finance having under consideration a communication transmitting a list of cases in which judgements or settlements were entered into for the month of January 2021, 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 all committee members present, with no dissenting votes.

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.

AMENDMENT OF CHAPTER 2-112 OF MUNICIPAL CODE REGARDING
EPIDEMIOLOGICAL SPECIMEN COLLECTION AND ANALYSIS.

[O2021-561]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, to which was referred an ordinance concerning an amendment of Chapter 2-112 of the Municipal Code regarding epidemiological specimen collection and analysis (O2021-561), 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 on February 17, 2021.

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, 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.

The following is said ordinance as passed:

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

SECTION 1. Section 2-112-160 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-112-160 Commissioner -- Additional Powers And Duties.

The Commissioner of Public Health shall have the following powers and duties:

(a) Public health related powers and duties:

(Omitted text is not affected by this ordinance.)

(7) To request, collect, receive, and maintain confidential information, records, specimens, and data, including protected health information consistent with 45 C.F.R. § 164.512(b)(1)(i), for the purpose of preventing or controlling disease, injury, or disability. The confidential information, records, specimens and data may support activities including, but not limited to, the reporting of disease, injury, or vital events such as birth or death; the conducting of public health surveillance, public health investigations, and public health interventions; the performance of epidemiological studies; and the application of data science methods or other analytic models that protect and promote public health. Any person required to provide such information, records, specimens and data to any local, state, or federal government agency shall, at the request of the Commissioner of Health, or as set out in rules promulgated in furtherance of this subsection, also provide it to the ~~Chicago Department of Public Health~~, except where prohibited by law. The Commissioner is authorized to contract with a person to act as a public health authority, as defined at 45 C.F.R. 164.501, which person may collect, receive, and maintain confidential information, records, specimens, and data, including protected health information consistent with 45 C.F.R. § 164.512(b)(1)(i), for the purpose of preventing or controlling disease, injury, or disability.

(Omitted text is not affected by this ordinance.)

SECTION 2. This ordinance shall take effect upon its passage and approval.

TRANSFER OF FUNDS WITHIN COMMITTEE ON COMMITTEES AND RULES FOR YEAR 2020.

[O2021-114]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, to which was referred an ordinance introduced by Alderman Michelle A. Harris (8th Ward), approving the transfer of funds within the Committee on Committees and Rules for year 2020 (O2021-114), 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 on February 17, 2021.

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, 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.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2020. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

| Purpose | Fund | Code/ Department | Account | Amount |
|-----------------------------|------|---------------------|---------|------------|
| Office Convenience | 0100 | 0152005 | 220126 | \$1,000.00 |
| Graphic Design Services | 0100 | 0152005 | 220165 | \$1,500.00 |
| Reimbursement for Travel | 0100 | 0152005 | 220245 | \$3,000.00 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount |
|-------------------------------------|------|---------------------|---------|------------|
| Rental of Equipment and Services | 0100 | 0152005 | 220157 | \$5,500.00 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the City Council Committee on Committees and Rules during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

TRANSFER OF FUNDS WITHIN COMMITTEE ON LICENSE AND CONSUMER PROTECTION FOR YEAR 2020.

[O2021-344]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, to which was referred an ordinance introduced by Alderman Emma Mitts (37th Ward), approving the transfer of funds within the Committee on License and Consumer Protection for year 2020 (O2021-344), 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 on February 17, 2021.

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, 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.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2020. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

| Purpose | Fund | Department/ Division | Account | Amount |
|--------------------|------|-------------------------|---------|------------|
| Personnel Services | 100 | 15/2225 | 0300 | \$1,375.00 |

TO:

| Purpose | Fund | Department/ Division | Account | Amount |
|----------------------|------|-------------------------|---------|------------|
| Contractual Services | 100 | 15/2225 | 0100 | \$1,375.00 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the City Council Committee on License and Consumer Protection during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

Action Deferred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF
YEAR 2021 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.
[SO2021-414]

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Burke and Alderman Lopez, *Deferred* and ordered published:

CHICAGO, February 24, 2021.

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 an amendment to the Annual Appropriation Ordinance Year 2021 within Fund Number 925 for the Office of the Mayor, the Office of the Budget and Management, the Department of Housing, the Department of Public Health and the Department of Planning and Development (SO2021-414), 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 on February 19, 2021.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

WHEREAS, The Annual Appropriation Ordinance for the year 2021 (the "2021 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Office of the Mayor (the "Mayor's Office") has been awarded private grant funds in the amount of \$113,000 by the Illinois Science and Energy Innovation Foundation which shall be used for the Smart Grid Energy Efficiency Consumer Education program; and

WHEREAS, The City through its Office of Budget and Management ("OBM") has been awarded federal COVID-19 carryover grant funds in the amount of \$68,000,000 by the United States Department of the Treasury (the "Treasury") for the Coronavirus Relief Fund; and

WHEREAS, The City through OBM has been awarded federal COVID-19 grant funds in the amount of \$50,000,000 by the Federal Emergency Management Agency ("FEMA") for the Public Assistance Grant (the "Public Assistance Grant"); and

WHEREAS, The City through its Department of Housing ("DOH") has been awarded additional federal COVID-19 grant funds in the amount of \$79,856,000 by the Treasury for the Emergency Rental Assistance program ("ERAP"), which grant funds may be subject to recapture by the Treasury if 65 percent is not used by September 30, 2021; and

WHEREAS, Due to the deadline for the expenditure of ERAP funds, DOH seeks authorization to issue a solicitation, on an expedited basis, and to award a contract, on such terms and conditions as determined to be reasonable by DOH, for call center staffing, case management and other services relating to the processing of ERAP applications for an amount not to exceed \$6,000,000 for a one-year term, renewable for an optional, maximum additional one-year term if ERAP is extended (the "ERAP Staffing Contract"); and

WHEREAS, The City through its Department of Public Health ("CDPH") has been awarded additional federal COVID-19 carryover grant funds and new grant funds in the amount of \$155,061,000 by the United States Department of Health and Human Services ("DHHS") for the Building Epidemiology and Health IT Capacity program; and

WHEREAS, The City through CDPH has been awarded additional federal COVID-19 grant funds in the amount of \$24,343,000 by DHHS for the Vaccine Preventable Diseases Program; and

WHEREAS, The City through its Department of Planning and Development has been awarded federal pass-through grant funds in the amount of \$110,000 by the Chicago Transit Authority for the Red Line Extension Study; now, therefore,

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

SECTION 1. The amount of \$309,483,000 not previously appropriated, representing new grants and \$68,000,000 in carryover grants are hereby appropriated from Fund 925 -- Grant Funds for the year 2021. The 2021 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. The Commissioner of Housing or her designee (each, an "Authorized Officer") is authorized to issue a solicitation, on an expedited basis, and to award an ERAP Staffing Contract, on such terms and conditions as determined to be reasonable by the Authorized Officer, for management and other services relating to ERAP. The Authorized Officer shall follow such rules and guidance of the Treasury in such solicitation, and the ERAP Staffing Contract shall contain such provisions as required by the Treasury. The ERAP Staffing Contract shall contain such terms and conditions as the Authorized Officer shall deem necessary or desirable, including indemnification, as necessary. Each Authorized Officer, for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and is hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance or to evidence said authority.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. 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 under this ordinance or to impair the validity of this ordinance or the instruments authorized by this ordinance; 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 4. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".

Amendment To The 2021 Appropriation Ordinance.

| Code | Department And Item | Strike Amount | Add Amount | Strike Amount (2021 Total) Includes Anticipated Carryover | Add Amount (2021 Total) Includes Anticipated Carryover | Strike Amount (2021 Total) | Add Amount (2021 Total) |
|-------------------|--|--------------------------------------|-----------------------------------|---|--|----------------------------|---------------------------|
| | Estimate Of Grant Revenue For 2021 | | | | | | |
| | Awards from Agencies of the Federal Government for COVID 19 | \$ 864,422,000 | \$ 1,241,682,000 | | | | |
| | Awards from Agencies of Federal Government | 1,509,803,700 | 1,509,913,700 | | | | |
| | Awards from Public and Private Agencies | 72,852,000 | 72,965,000 | | | | |
| 925 | – Grant Funds | | | | | | |
| Department Number | Department And Grant Name | Strike Amount 2021 Anticipated Grant | Add Amount 2021 Anticipated Grant | Strike Amount (2021 Total) Includes Anticipated Carryover | Add Amount (2021 Total) Includes Anticipated Carryover | Strike Amount (2021 Total) | Add Amount (2021 Total) |
| 01 | Office Of The Mayor: Smart Grid Energy Efficiency Consumer Education Program | | \$ 113,000 | | | | \$ 113,000 |
| 05 | Office Of Budget And Management: Coronavirus Relief Fund Public Assistance Grant | | 50,000,000 | | \$68,000,000 | \$100,000,000 | 68,000,000 150,000,000 |

| Department Number | Department And Grant Name | Strike Amount 2021 Anticipated Grant | Add Amount 2021 Anticipated Grant | Strike Amount (2021 Total) Includes Anticipated Carryover | Add Amount (2021 Total) Includes Anticipated Carryover | Strike Amount (2021 Total) | Add Amount (2021 Total) |
|-------------------|--|--------------------------------------|-----------------------------------|---|--|----------------------------|-------------------------|
| 21 | Department Of Housing: Rental Housing Assistance Program | | \$ 79,856,000 | | | \$ 79,856,000 | |
| 41 | Department Of Public Health: Building Epidemiology And Health IT Capacity Vaccine Preventable Diseases | \$2,293,000 | 157,354,000 | | | \$199,308,000 | 354,369,000 |
| | | | 24,343,000 | | | 4,577,000 | 28,920,000 |
| 54 | Department Of Planning And Development: Red Line Extension Study | | 110,000 | | | | 110,000 |

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

APPOINTMENT OF MARIANA OSORIA AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2021-7]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, appointing Mariana Osoria as a member of the Advisory Council on New Americans (A2021-7), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Mariana Osoria as a member of the Advisory Council on New Americans 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, 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.

APPOINTMENT OF KEVIN BARSZCZ AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2021-8]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, appointing Kevin Barszcz as a member of the Advisory Council on Veterans (A2021-8), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Kevin Barszcz as a member of the Advisory Council on Veterans 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, 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.

APPOINTMENT OF WALIDAH G. BENNETT AS MEMBER OF ADVISORY
COUNCIL ON VETERANS.

[A2021-9]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, appointing Walidah G. Bennett as a member of the Advisory Council on Veterans (A2021-9), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Walidah G. Bennett as a member of the Advisory Council on Veterans 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, 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.

REAPPOINTMENT OF JERRY J. FIELD AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2021-10]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, reappointing Jerry J. Field as a member of the Advisory Council on Veterans (A2021-10), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Jerry J. Field as a member of the Advisory Council on Veterans 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, 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.

REAPPOINTMENT OF JAMES J. FLAGG AS MEMBER OF ADVISORY COUNCIL
ON VETERANS.

[A2021-11]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, reappointing James J. Flagg as a member of the Advisory Council on Veterans (A2021-11), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of James J. Flagg as a member of the Advisory Council on Veterans 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, 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.

APPOINTMENT OF FRANK GUTIERREZ AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2021-12]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, appointing Frank Gutierrez as a member of the Advisory Council on Veterans (A2021-12), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Frank Gutierrez as a member of the Advisory Council on Veterans 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, 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.

REAPPOINTMENT OF BRANDEN R. MARTY AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2021-23]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, reappointing Branden R. Marty as a member of the Advisory Council on Veterans (A2021-23), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissensions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Branden R. Marty as a member of the Advisory Council on Veterans 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, 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.

APPOINTMENT OF BEVERLY V. MILES AS MEMBER OF ADVISORY COUNCIL
ON VETERANS.

[A2021-13]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, appointing Beverly V. Miles as a member of the Advisory Council on Veterans (A2021-13), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Beverly V. Miles as a member of the Advisory Council on Veterans 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, 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.

APPOINTMENT OF TERRELL L. ODOM AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2021-14]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, appointing Terrell L. Odom as a member of the Advisory Council on Veterans (A2021-14), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Terrell L. Odom as a member of the Advisory Council on Veterans 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, 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.

APPOINTMENT OF BRENT M. WEBB AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2021-15]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, appointing Brent M. Webb as a member of the Advisory Council on Veterans (A2021-15), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Brent M. Webb as a member of the Advisory Council on Veterans 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, 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.

APPOINTMENT OF NANCY ANDRADE AS MEMBER AND CHAIR OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2021-16]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, appointing Nancy Andrade as a member and chair of the Chicago Commission on Human Relations (A2021-16), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was approved by the same roll call vote as was applied to determine quorum with 17 members present with no dissentions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Nancy Andrade as a member and chair of the Chicago Commission on Human Relations 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, 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.

AMENDMENT OF TITLES 2, 3, 4, 7 AND 9 OF MUNICIPAL CODE RELATED TO PROVISIONS GOVERNING ESTABLISHMENT, COMPOSITION AND ADMINISTRATIVE AUTHORITIES OF DEPARTMENT OF PUBLIC HEALTH AND BOARD OF HEALTH.

[O2021-458]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an ordinance amending Municipal Code Titles 2, 3, 4, 7 and 9 concerning rights, powers and duties introduced by Mayor Lori Lightfoot (O2021-458), 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 Committee on Health and Human Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, 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, 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.

The following is said ordinance as passed:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

This ordinance is organized into articles, as follows:

| | |
|--------------|-------------------------------------|
| Article I: | Amendments to Chapter 2-112 |
| Article II: | Amendments to Chapter 2-120 |
| Article III: | Amendments to Title 4 |
| Article IV: | Amendments to Title 7 |
| Article V: | Miscellaneous Conforming Amendments |
| Article VI: | Effective Date |

**ARTICLE I.
AMENDMENTS TO CHAPTER 2-112**

SECTION 1. Chapter 2-112 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

**Chapter 2-112
BOARD OF HEALTH
DEPARTMENT OF PUBLIC HEALTH**

2-112-005 Definitions.

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

~~"Board of Health" means the Board of Health of the City of Chicago.~~

"Commissioner" or "Commissioner of Public Health" or "Commissioner of Health" means the Commissioner of the Department of Public Health of the City of Chicago or his or her designee.

"Department" or "Department of Public Health" or "Department of Health" means the Department of Public Health of the City of Chicago.

2-112-010 Establishment and composition. ~~—Membership and organization.~~

~~There is hereby established a board of health. The board shall consist of nine members, one of whom shall be the president of the board and one the secretary of the board. The president of the board shall be a physician, duly licensed to practice medicine. The mayor, with the approval of the city council, shall appoint the president of the board of health and each of the other members of said board. The board shall appoint one of its members as secretary.~~

There is hereby established an executive department of the municipal government of the City which shall be known as either the Department of Public Health of the City of Chicago or the Department of Health of the City of Chicago. The Department shall be administered by a Commissioner of Public Health, who shall be either be a physician, duly licensed in Illinois, or have an advanced degree in a field related to public health and professional experience in public

health administration or hospital administration. If the Commissioner is not a physician, at least one deputy commissioner of the Department shall be a physician, duly licensed to practice in Illinois. The Commissioner, and one or more deputy commissioners, shall be appointed by the Mayor.

2-112-020 ~~Powers and duties~~ Succession.

~~It shall be the duty of the board of health to be well informed regarding all matters affecting the health of the citizens of Chicago. It shall formulate policies and otherwise advise the mayor of the city and the commissioner of health on all health issues.~~

The Commissioner and the Department shall assume all rights, powers, duties, obligations and responsibilities of the Board of Health as of the effective date of this amendatory ordinance of 2021 except for those Board of Health powers and duties expressly retained. All personnel, books, records, property, and funds relating to the Board of Health shall be made available to the Department. The Department shall succeed to the rights and duties of the Board of Health under existing contracts, grants, loan agreements or programs, or other agreements or ordinances. All rules issued by the Board of Health or the Commissioner in effect as of the effective date of this amendatory ordinance of 2021 shall remain in effect until amended or repealed by the Commissioner.

2-112-030 Commissioner – Administrative authority.

~~All matters pertaining to the administration of the staff of the board of health Department and the proper protection and promotion of public health shall be in charge of the Commissioner of Public Health, a commissioner of health, who shall either be a physician, duly licensed in Illinois, or have an advanced degree in a field related to public health and professional experience in public health administration or hospital administration. If the commissioner is not a physician, at least one deputy commissioner of the department of health shall be a physician, duly licensed to practice in Illinois. The commissioner, and one or more deputy commissioners, shall be appointed by the mayor. The commissioner of health, the deputy commissioners of health, and the staff under their direction shall be an executive department, which shall be known as either the department of health of the City of Chicago or the department of public health of the City of Chicago and shall function under the direction of and be responsible to the mayor of the City of Chicago.~~

~~2-112-040 Compensation.~~

~~The president of the board of health shall be paid the salary provided for in the annual appropriation ordinance. The other members of the board shall serve without compensation.~~

~~2-112-050 Meetings – Quorum.~~

~~It shall be the duty of the board of health to hold regular meetings at least once in each month, for which provision shall be made by the rules of the board. Special meetings may be held upon call of the president or of the other members of said board. The president of the board of health shall preside at its meetings. Action of the board shall be governed by a majority vote of members present. A quorum of five members is required for any official action, whether or not there are vacancies in board membership.~~

~~**2-112-060 Delegation of president's authority.**~~

~~The board of health, by official action and record thereof, shall have power to delegate the authority of the president of the board during his absence from duty to another member of the board. The person so designated shall have and exercise the authority of the president.~~

~~**2-112-070**~~ **2-112-040 Power to arrest violators.**

~~The president of the board of health, the secretary of the board of health, the commissioner of health, the assistant commissioners of health, and all physicians, employees or inspectors who may be designated by the board of health~~ **Commissioner** shall have the right to arrest or cause to be arrested any person who violates any of the health provisions of this Code.

~~**2-112-080**~~ **2-112-050 Police powers.**

~~The commissioner of health~~ **Commissioner** shall have the power to exercise the general police power of the City of Chicago to correct, by whatever means are necessary, any health hazard that presents an immediate risk to the life or health of one or more citizens of the City of Chicago.

~~**2-112-090**~~ ~~**Members**~~ **2-112-060 Employees held harmless for official acts.**

~~The members of the board of health, the commissioner of health~~ **Commissioner** and any employee acting under the ~~commissioner's~~ **Commissioner's** direction, shall be held harmless for any official act performed in accordance with and under the authority of this chapter.

The City of Chicago shall represent and pay all costs, fees, settlements, or verdicts associated with any claim or lawsuit filed against a volunteer health professional acting under the ~~commissioner's~~ **Commissioner's** direction, or against a physician or dentist acting under the ~~commissioner's~~ **Commissioner's** direction pursuant to a contract, if the claim or lawsuit arises out of duties associated with the ~~department of health~~ **Department** and within the scope of those duties. However, the City of Chicago shall not pay any costs, fees, settlements, or verdicts associated with a claim or lawsuit filed against a physician or dentist acting under the direction of the ~~commissioner of health~~ **Commissioner** pursuant to a contract if the incident upon which the claim or lawsuit is based occurred more than 90 days following the date upon which the aforementioned contract was entered into.

~~**2-112-100**~~ **2-112-070 Adoption of health and environmental rules.**

~~(a) Except as otherwise provided in subsection (b), the board is authorized to adopt rules for the implementation of health ordinances when in its opinion these are necessary, or are required pursuant to ordinance. Upon passage of these rules and publication of a notice of their passage in a newspaper of general circulation, and the expiration of ten days, these rules shall have the effect of law. The publicized notice shall contain a brief description of the rules and state the location where the full text of the rules is available for public inspection. Upon request of any citizen the board shall hear objections and suggestions regarding rules. The board may hold formal and informal hearings prior to the passage of rules as it deems necessary. All meetings and hearings shall be open to the public.~~

~~(b) The Commissioner of Health, not the Board of Health, is authorized to adopt rules which the Commissioner deems necessary or appropriate for the proper administration or enforcement of the provisions of this Code pertaining to the regulation of food establishments, including Chapters 4-8, 7-38, 7-40, and 7-42 of this Code. The Commissioner of Health shall notify the Board of Health when it adopts or amends rules pertaining to the regulation of food establishments as authorized in this subsection or other parts of this Code.~~

~~(c) Nothing provided in this section shall be construed to prohibit the Board of Health from adopting emergency rules or otherwise from taking action as provided in Section 2-112-110.~~

(a) The Commissioner is authorized to issue rules necessary or proper for the administration or enforcement of health ordinances, including but not limited to the provisions of this Code pertaining to the regulation of food establishments, including Chapters 4-8, 7-38, 7-40, and 7-42 of this Code, and for the administration or enforcement of environmental ordinances. The Commissioner shall not enact any rule, except those emergency rules described in subsection (b), until the Commissioner holds a public hearing on such rule or until the Commissioner provides an opportunity for the public to submit comments in written or electronic form. If the Commissioner holds a public hearing, the Commissioner shall give not less than ten (10) calendar days' notice of the time and place of such hearing by publication in a prominent location on the Department's website. The Commissioner shall also e-mail notices of all public hearings to persons who file a request with the Department for notice of the Commissioner's intention to issue such rules. If the Commissioner solicits written or electronically submitted comments, the Commissioner shall give public notice by e-mailing a notice of the solicitation of comments to all persons who file such a request with the Department and by publishing such notice in a prominent location on the Department's website with the text of the proposed rule. The Commissioner shall accept written or electronically submitted comments for a period of not less than thirty (30) calendar days from the date of the notice. However, the Commissioner shall have the power to make reasonable administrative and procedural rules interpreting or clarifying the requirements that are specifically prescribed in this chapter and Chapters 4-8, 7-38, 7-40, 7-42, and 11-4 of this Code, without notice, hearing or solicitation of written or electronically submitted comments.

(b) The requirements for notice, hearing, and solicitation of comments shall not apply when immediate effectiveness is required to address an imminent or actual emergency. As soon as practicable after promulgation, such emergency rules shall be published on the Department's public website with notice that they are in force in the City.

~~2-112-110~~ Emergency rules.

~~In case of communicable or epidemic disease or of danger from anticipated or impending communicable or epidemic disease, or in case a sanitary condition of the city shall be of such a character as to warrant it, it shall be the duty of the said board of health to make such rules and to take such measures and to do, and order to be done, and cause to be done, such acts for the preservation of the public health (though not herein or elsewhere or otherwise authorized) as it may in good faith believe and declare the public safety and health demand. All such rules so declared by the said board of health to be emergency rules shall take effect immediately, even if not yet published, but as soon as may be after the promulgation of the same, the said emergency rules shall be published, with notice that they are in force in the city.~~

~~2-112-120~~ Citizen's objections.

~~Actions taken pursuant to this authority shall be reported to the board at the first meeting following the event at which time the board will hear any citizen's objection to the actions. It will confirm all actions to which there are no objections and in the event of objection shall approve, modify or rescind the commissioner's action as it deems appropriate.~~

~~2-112-130~~ 2-112-080 Report of disease occurrence.

~~The board of health, on its own initiative or upon the recommendation of the commissioner of health, Commissioner shall determine from time to time what disease occurrence shall be reported to the department of health Department. All physicians shall report these diseases upon their occurrence, when the board of health Commissioner so directs. Where a disease occurrence shall be identified, whether in a hospital or institution, the responsibility for reporting shall be placed on the head of that institution or upon the attending physician depending upon the bylaws of said institution. In the event that there is no provision by bylaw, both parties shall be responsible.~~

~~2-112-140~~ 2-1120-090 Health system planning.

~~The board of health Commissioner shall perform the function of planning all aspects of health systems within its the Commissioner's jurisdiction. This may be accomplished by employing a staff of persons competent in this function or by contract or agreement using the resources of another department of city City government or by contract or agreement with a suitable health planning agency or a combination of the three.~~

~~The board of health Commissioner shall have the power to make the Chicago health plan a part of the plan for a larger geographical area and to this end may contract or enter into agreements with other units of government. The commissioner of health Commissioner, with the approval of the mayer Mayor, is authorized to institute such procedures as he the Commissioner finds necessary to implement the health planning approved by the board plan. These may include, but will not be limited to the requirements for a Chicago board of health certificate of necessity for location and construction of new health facilities, remodeling of old facilities, or determination of the kinds of ambulatory services and public health programming to be conducted in the city City,~~

and the extent of the services or programming to be rendered, ~~as well as~~ and the requirements of equipment, and professional qualifications of staff.

~~2-112-150~~ 2-112-100 Grants and other agreements.

(Omitted text is unaffected by this ordinance)

~~2-112-160~~ 2-112-110 Commissioner – Additional powers and duties.

The Commissioner of Public Health shall have the following powers and duties:

- (a) Public health related powers and duties:

(Omitted text is unaffected by this ordinance)

- (2) To enforce all regulations of the ~~Board of Health~~ or any other federal, state, or local authority with power to make regulations concerning the public health;

(Omitted text is unaffected by this ordinance)

- (7) To request, collect, receive, and maintain confidential information, records, and data, including protected health information consistent with 45 C.F.R. § 164.512(b)(1)(i), for the purpose of preventing or controlling disease, injury, or disability. The confidential information, records, and data may support activities including, but not limited to, the reporting of disease, injury, or vital events such as birth or death; the conducting of public health surveillance, public health investigations, and public health interventions; the performance of epidemiological studies; and the application of data science methods or other analytic models that protect and promote public health. Any person required to provide such information, records, and data to any local, state, or federal government agency shall, at the request of the Commissioner, ~~of Health~~, or as set out in rules promulgated in furtherance of this subsection, also provide it to the ~~Chicago Department of Public Health~~, except where prohibited by law.

- (8) ~~To adopt such rules as the Commissioner may deem necessary or appropriate for the proper administration or enforcement of the provisions of this Code pertaining to the regulation of food establishments, including Chapters 4-8, 7-38, 7-40, and 7-42 of this Code. The Commissioner shall not promulgate any rule pursuant to this subsection until a public hearing is held on such rule or until an opportunity for the public to submit their comments in written form is provided. The Commissioner shall give not less than ten (10) calendar days' notice of the time and place of any hearing by publication in a newspaper of general circulation published within the City. In the event that written comments are solicited, public notice shall be given by e-mailing a notice of the solicitation of written comments to all persons who have filed a request with the Department of Health for notice of the Commissioner's intention to issue such rules. The Commissioner shall accept written comments for a period of not less than thirty (30) calendar days from the date of the notice. Notices of all public hearings shall also be e-mailed to persons who file such a request for notice with the Department. Notices of public hearings and solicitations of written comments shall also be posted on a bulletin board erected in the offices of the Department of Health in an area which is accessible to the public. However, the Commissioner shall have the power to make reasonable administrative and procedural rules interpreting or clarifying the requirements which are specifically prescribed in this chapter and Chapters 4-8, 7-38, 7-40, and 7-42 of this Code, without notice, hearing or solicitation of written comments;~~

(9) To issue subpoenas to compel the attendance and testimony of witnesses and the production of books, papers, records, documents, data and other information relevant to public health investigations that the Commissioner of Health conducts (i) pertaining to a serious public health threat; or (ii) to locate persons who may have been exposed to an agent which can seriously affect their health.

Except as otherwise provided in this subsection, a subpoena shall be served in the same manner as subpoenas issued under the Rules of the Illinois Supreme Court to compel appearance of a deponent, and subject to the same witness and mileage fees fixed by law for such subpoenas.

A subpoena issued under this subsection shall identify the person to whom it is directed and the documents or other items sought thereby, if any, and the date, time and place for the appearance of the witness and production of the documents or other items described in the subpoena. Except for investigations related to a public health emergency, as determined by the Commissioner of Health, the date for examination or production shall not be less than seven days after service of the subpoena. The Commissioner of Health shall determine the date for examination or production for investigations related to a public health emergency on a case-by-case basis, considering the need to preserve the public health and safety. For purposes of this subsection, the term "public health emergency" includes a threat to the public health or safety that is expected to occur within a reasonably short time, or that is present now, although the impact of the threat may not be felt until later.

No later than the time for appearance or production required by the subpoena, the person to whom the subpoena is directed may object to the subpoena, in whole or in part. The objection shall be in writing, delivered to the Commissioner of Health, and shall specify the grounds for the objection. Except in cases of a public health emergency, for seven days after receipt of a timely objection to a subpoena, no action shall be taken to enforce the subpoena or to initiate prosecution of the person to whom the subpoena is directed. During this seven-day period, the Commissioner of Health shall consider the grounds for the objection and may attempt to resolve the objection through negotiation with the person to whom the subpoena is directed. The seven-day period may be extended by the Commissioner of Health in order to allow completion of any negotiations. The extension shall be in writing addressed to the person to whom the subpoena is directed, and shall specify the date on which the negotiation period will end. Negotiations may include such matters as the scope of the subpoena and the time, place and manner of response thereto. The filing of an objection to a subpoena, and negotiations pursuant to an objection, shall not constitute refusal to comply with the subpoena, or interference with or obstruction of an investigation.

No person shall willfully refuse to comply with a subpoena issued by the Commissioner of Health, or otherwise knowingly interfere with or obstruct an investigation conducted by the Commissioner of Health. Any person who willfully violates this subsection shall be subject to a fine of not less than \$300.00 and not more than \$500.00 for each such offense, or imprisonment for a period of not less than 30 days and not more than six months, or both a fine and imprisonment. Each day that a violation continues shall constitute a separate and distinct offense. Actions seeking the imposition of a fine only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure. Actions seeking incarceration, or incarceration and a fine, shall be filed and prosecuted as misdemeanor actions under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code. Only the Corporation Counsel is authorized to initiate actions to enforce subpoenas issued pursuant to this subsection.

Nothing in this section shall affect the right of the recipient of a subpoena issued pursuant to this subsection to seek judicial review in accordance with applicable law.

Nothing provided in this subsection shall be construed to prohibit the ~~Board of Health Commissioner~~ from taking any action necessary to preserve the public health as provided in ~~Section 2-112-110~~ under the Commissioner's rulemaking authority pursuant to Section 2-112-070.

(9) For the purpose of carrying out the requirements of this Code, relating to the public health, the ~~Commissioner of Health~~ or anyone authorized to act for the Commissioner shall be permitted at all times to enter into any structure in order to make a thorough examination to determine the presence or absence of health hazards.

(b) Environmental protection powers and duties:

(Omitted text is unaffected by this ordinance)

(2) To institute necessary proceedings to prosecute violations of Chapter 11-4, and all other provisions of this Code which the ~~Commissioner of Health~~ is expressly authorized to enforce, and otherwise to compel the prevention and abatement of the issuance of smoke or gases, solids or liquids or other matter causing air or water pollution, and nuisances arising therefrom;

(Omitted text is unaffected by this ordinance)

(6) To issue rules and regulations necessary or proper for the implementation of environmental ordinances and to accomplish the purposes of Chapter 11-4 pursuant to Section 2-112-070, and to publish a code of recommended practices under which Chapter 11-4 of this Code is to be administered, providing with clarity and in detail the necessary information by which the public is to be guided and to establish standards of quality; ~~quality. The Commissioner shall not enact any rule, regulation or standard pursuant to this subsection until a public hearing is held on such rule, regulation or standard or until an opportunity for the public to submit their comments in written form is provided. The Commissioner shall give not less than ten (10) days' notice of the time and place of any hearing by publication in a newspaper of general circulation published within the City. In the event that written comments are solicited, public notice shall be given by mailing a notice of the solicitation of written comments to all persons who have filed a request with the Department of Health for notice of the Commissioner's intention to issue such rules, regulations or standards. The Commissioner shall accept written comments for a period of not less than thirty (30) calendar days from the date of the notice. Notices of all public hearings shall also be sent to persons who file such a request for notice with the Department. Notices of public hearings and solicitations of written comments shall also be posted on a bulletin board erected in the offices of the Department of Health in an area which is accessible to the public. However, the Commissioner shall have the power to make reasonable administrative and procedural regulations or rules interpreting or clarifying the requirements which are specifically prescribed in this chapter and Chapter 11-4, without notice, hearing, or solicitation of written comments;~~

(Omitted text is unaffected by this ordinance)

~~2-112-162 Rules of the Board of Health.~~

~~All rules promulgated by the Board of Health relating to food establishments and Chapters 4-8, 7-38, 7-40 and 7-42 of this Code, in effect as of the effective date of this section, shall remain in effect until amended or repealed by the Commissioner of Health or the Board of Health.~~

~~2-112-165~~ 2-112-120 **Transfer of rights, powers and duties.**

The ~~commissioner~~ Commissioner and the ~~department of health~~ Department of Public Health shall assume all rights, powers, duties, obligations and responsibilities of the former commissioner and department of the environment related to permitting and enforcement, including:

(a) All personnel, books, records, property and funds related to permitting and enforcement;

(b) The administration of any federal, state, local or private grant or loan programs, except to the extent prohibited by the grantor or grant agreement, related to permitting and enforcement; and

(c) The rights and duties under existing contracts, appropriations, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances related to permitting and enforcement.

All ~~rules or regulations~~ issued by the former commissioner of the environment relating to permitting and enforcement, in effect as of January 1, 2012, shall remain in effect until amended or repealed by the ~~commissioner of health~~ Commissioner of Public Health.

~~2-112-170~~ 2-112-130 **Commissioner – Communicable disease control procedures.**

The ~~commissioner of health~~ Commissioner may cause all persons reported to it as having, or suspected of having a communicable disease, to be examined, and may impose such restrictions upon, and exercise such supervision over such persons as shall be necessary to protect other persons. To aid in securing the isolation of a person having, or suspected of having, a communicable disease, the ~~board of health~~ Commissioner may cause a notice of the disease to be placed upon or near the house, apartment, or building in which the person is sick. No person shall deface, alter, conceal, mutilate, destroy, or tear down, any such notice without permission from the ~~board of health~~ Commissioner, and every occupant of the house, apartment, or building upon which, or near which, the notice is placed, shall be responsible for the removal of the notice. The ~~board of health~~ Commissioner may cause a person having, or suspected of having, a communicable disease to be removed to a hospital or other safe place. The ~~board of health~~ Commissioner may cause a person having or suspected of having, a communicable disease to be provided with suitable nurses and medical attention, at his such person's own expense if he such person is able to pay for the same, but if not, then at the expense of the city City.

~~2-112-180~~ 2-112-140 **Immunization treatment and vaccination.**

The ~~department of health~~ Department shall keep on hand at all times, so far as is practical, a sufficient quantity of ~~antitoxin,~~ antitoxins and vaccines and ~~biological~~ to permit the treatment or

immunization of any person who may apply for treatment or immunization. No charge shall be made for treatment with antitoxin or by immunization and the ~~commissioner of health~~ Commissioner shall issue a certificate of immunization to any child who shall have been immunized and who shall require such a certificate for admission to a public or private school.

2-112-150 Compulsory vaccination limitations.

The ~~board of health~~ Commissioner shall not pass any ~~regulation~~ rule which will compel any person to submit to immunization or to any medication against his will or without his consent, or in the case of a minor or other person under disability, without the consent of his parent, guardian, or conservator, except when there shall be an epidemic of a disease, or an epidemic is or appears to be imminent, and such a rule or ~~regulation~~ is necessary to arrest the epidemic and safeguard the health of the ~~city~~ City.

2-112-160 Disinfection of premises.

The ~~department of health~~ Department shall have power to cause any building or any premises to be cleansed, disinfected, or closed to visitors and prevent persons from entering thereto while any such building or premises contains any person having communicable disease. The ~~board of health~~ Commissioner may direct any nuisance to be abated, or unwholesome matter or substance to be removed from any building or premises, and may prescribe the time and mode of doing so, and take any other measures it may deem necessary and proper to prevent the spread of any communicable disease.

2-112-170 Power to order vacation of premises.

The ~~department of health~~ Department shall have the power and is hereby authorized to cause the vacation of buildings and/or premises where such buildings or premises, or any portion thereof, are found to be unfit for human habitation from any of the conditions deemed as health, safety, or environmental hazards.

2-112-180 Health and safety hazards – Investigation authority.

The ~~department of health~~ Department is hereby authorized to investigate all premises where business and/or manufacturing is carried out for the purpose of determining that such premises are free from health and safety hazards which might affect the health and safety of persons employed therein or of the general public who may enter such premises.

2-112-190 Health-related agreements with the Chicago Board of Education and other City of Chicago schools.

The ~~commissioner of health~~ Commissioner is authorized to negotiate and execute, with the Chicago Board of Education, intergovernmental agreements for the promotion and/or protection of public health. The ~~commissioner of health~~ Commissioner is also authorized to negotiate and execute, with the board of directors or governing body of any entity managing, controlling or operating any secular or non-secular elementary, middle or secondary school within the City, agreements for the provision, by or through the ~~department of health~~ Department, of dental and/or vision services to students at such schools. The ~~commissioner~~ Commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification.

2-442-233 2-112-200 Health-related agreements authorized under the National and Community Services Trust Act.

The ~~Commissioner of Health~~ is authorized to negotiate and execute agreements, with appropriate persons or entities, including, but not limited to, the Public Health Institute of Metropolitan Chicago, in connection with the implementation of programs authorized under the National and Community Services Trust Act of 1993, codified at 42 U.S.C. 12651, et seq. Such agreements shall contain terms and conditions that the ~~commissioner~~ Commissioner deems to be appropriate. The ~~commissioner~~ Commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification. If, pursuant to any such agreement, the ~~Department of Health~~ will act as a host site for a national service volunteer, such agreement shall be subject to review and approval by the ~~inspector-general~~ Inspector General, or the ~~inspector-general's~~ Inspector General's designee, for compliance with the provisions of the City's hiring plan, as defined in subsection (a) of Section 2-56-035, and related policies and procedures.

2-442-235 2-112-210 Agreements for health screening and diagnostic services.

The ~~commissioner of health~~ Commissioner is authorized to negotiate and execute, with public or private entities, agreements to provide health screening and other diagnostic services for clients whose health care is being managed by the ~~department of health~~ Department, and to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification.

2-442-240 2-112-220 Clinical health services agreements.

The ~~commissioner of health~~ Commissioner is authorized to negotiate and execute agreements with hospitals, community health centers and other health care providers for the provision of clinical services within ~~department~~ Department health centers and clinics, such agreements to contain such terms and conditions as the ~~commissioner~~ Commissioner deems necessary. The ~~commissioner~~ Commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in

connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification.

~~2-112-244~~ 2-112-230 Tuberculosis clinical services.

The ~~commissioner of health~~ Commissioner is authorized to negotiate and execute agreements with the County of Cook for the provision of tuberculosis clinical services by the Cook County Health and Hospitals System. Such agreements shall contain terms and conditions as are customary in such agreements, including, but not limited to, provisions for indemnification. The commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto.

~~2-112-250~~ 2-112-240 Chronic disease detection and treatment programs.

The ~~department of health~~ Department is hereby authorized to establish suitable detection and treatment programs directed toward the control of chronic diseases, including cancer, heart disease and stroke, diabetes and such other chronic diseases as may hereinafter be deemed capable of control through public screening, diagnostic or treatment programs.

~~2-112-260~~ 2-112-250 Emergency cardiopulmonary resuscitation – Liability limitations.

Any person who has successfully completed a course of training in cardiopulmonary resuscitation which has been approved by the ~~department of health~~ Department and who within the City of Chicago, provides emergency cardiopulmonary resuscitation, without fee, to a person who is an apparent victim of acute cardiopulmonary insufficiency, shall not, as a result of his acts or omissions in providing such resuscitation, be liable for civil damages. This section does not apply to acts or omissions amounting to ~~wilful or~~ willful and wanton misconduct in providing such resuscitation.

~~2-112-270~~ 2-112-260 Contaminated food or beverage controls.

The Department of ~~Health~~ is authorized to investigate and to take such action as may be necessary to control the sale and/or distribution of any food, beverage or other product which is found to:

- (a) be contaminated with a pathogenic organism; or
- (b) contains chemical substances which are capable of causing acute or chronic disease and which are deemed to be a hazard to the public health; further, the Department of Health is authorized to take all steps necessary to protect the City from any hazard resulting from the presence of any radioactive substance in or near the City or of any dangerous or hazardous

substances released into the atmosphere in the City of Chicago or within a mile of the corporate geographic boundaries of the City.

2-442-275 2-112-270 Illinois Swimming Pool and Bathing Beach Act.

(a) The City of Chicago hereby elects to administer and enforce the Illinois Swimming Pool and Bathing Beach Act.

(b) The provisions of the Illinois Swimming Pool and Bathing Beach Act, as well as all rules and regulations promulgated and amended from time to time by the Illinois Department of Public Health under authority of that Act, are hereby incorporated into this section and made a part hereof. However, unless the context requires otherwise, any reference in that Act or those rules and regulations to the Illinois Department of Public Health shall instead refer to the Department of Public Health of the City of Chicago, ~~department of health~~, and any reference in that Act to the Illinois Director of Public Health shall instead refer to the ~~commissioner of health~~ Commissioner of the Department of Public Health of the City of Chicago.

(c) The ~~department of health~~ Department of Public Health of the City of Chicago shall take all actions necessary and proper to administer and enforce the Illinois Swimming Pool and Bathing Beach Act and all rules and regulations promulgated thereunder. The ~~department~~ Department shall impose and collect, on behalf of the ~~city~~ City, a license application fee, in the amount specified in Section 6 of the Act, for each application for license renewal; provided that an application submitted by a corporation organized under the General Not-For-Profit Corporation Act of 1986, or an application submitted by the United States, the State of Illinois, or any of their agencies or political subdivisions, shall be exempt from the fee.

(d) Nothing in this section shall affect the requirement for a construction permit issued by the Illinois Department of Public Health under Section 5 of the Act, and nothing in this section shall affect the enforcement of violations of the Act by the State's Attorney or the Attorney General under Sections 21 and 22 of the Act.

(e) If any other provision of this Code, or any provision of any other law, is inconsistent with any provision of the section, the provision of this section shall prevail.

(f) The ~~city clerk~~ City Clerk shall furnish to the Illinois Department of Public Health a copy of this ordinance and the names and qualifications of city employees required by the Act.

2-112-280 Publication of health information.

The ~~department of health~~ Department is hereby authorized to publish such statistics and information concerning the work of the ~~board and the department~~ Department, or relating to the health of the community, or methods and means of preventing or curing disease, as it shall deem proper for publication. Such statistics as are published shall, as soon thereafter as is practicable, be sent to the ~~mayor~~ Mayor, to each alderman, and to such other persons as the ~~board~~ Commissioner shall deem advisable.

2-112-290 Records and forms.

It shall be the duty of the ~~department of health~~ Department to provide the necessary books for keeping a record of all transactions of ~~said department~~ the Department, and such statistical information necessary for the efficient working of ~~said department~~ the Department. The ~~department~~ Department shall also keep on hand all necessary forms for use by physicians and midwives and shall furnish them with such forms upon application.

2-112-300 Publication of health information.

The ~~department of health~~ Department is hereby authorized and directed to collect fees and make charges, as indicated in this section for the following services:

Medical, Hospital and Related Services. Reasonable compensation based on actual cost, shall be charged and collected from any person who is received, cared for, or treated, and who is able to pay, for occupancy, nursing, care, medicine, laboratory services or attendance in connection with services at any facility maintained and provided by the ~~department of health~~ Department. Ability to pay shall include third-party payments through insurance or other sources of payment to which the person is entitled. These privileges shall be extended free of charge to residents of the City of Chicago, who are unable to pay for them.

Laboratory Examinations. The rates prevailing in local laboratories shall be charged and collected from neighboring municipal and county authorities for examinations and analyses made in the municipal laboratories.

Reinspections. Unless otherwise specifically provided in this Code, a fee of \$25.00 for the second and each subsequent inspection during a license period of any place, machinery, equipment, vehicle, process or article where necessary to assure compliance with this Code or the ~~regulations of the board~~ rules of the Department.

2-112-310 Impersonation of ~~department~~ Department personnel prohibited.

No person shall falsely assume or pretend to be an officer, inspector, or employee of the ~~department of health~~ Department. Nor shall any person not authorized by the ~~department of health~~ Department:

- (a) Wear in public the uniform adopted and used by the ~~board~~ Department;
- (b) Wear or use any badge, star or device adopted and used by the ~~board~~ Department;
- (c) Produce or display any badge, star or device adopted and used by the ~~board~~ Department and thereby obtain free passage upon any public conveyance or commit by other fraudulent act by means thereof;

(d) Counterfeit or imitate or cause to be counterfeited or imitated any badge, star or device adopted and used by the ~~board~~ Department;

(e) Wear or use any badge, star or device similar in appearance to that adopted by the ~~board~~ Department.

(Omitted text is unaffected by this ordinance)

2-112-340 Violation of rules and ~~regulations~~ orders.

Any person who shall violate any rule, or order, ~~or sanitary regulation~~ of the ~~department of health or the board of health~~ Department shall be fined not less than \$100.00 nor more than \$500.00 for each offense.

**ARTICLE II.
AMENDMENTS TO CHAPTER 2-120**

SECTION 1. Chapter 2-120 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

ARTICLE IV. ~~RESERVED~~ BOARD OF HEALTH

2-120-130 Establishment and composition.

There is hereby established a Board of Health. The Board of Health shall consist of nine members, one of whom shall be the president of the Board of Health. The president of the Board of Health shall be a physician, duly licensed to practice medicine. The Mayor, with the approval of the City Council, shall appoint the president of the Board of Health and each of the other members of said Board pursuant to Section 2-120-160. The Board of Health shall include at least five members with professional or educational backgrounds in public health; at least one member who represents a federally qualified health center as defined in Section 1905(1)(2)(B) of the Social Security Act or successor statute; and at least one member who represents a hospital system. A member may satisfy more than one of these requirements.

The Board of Health shall include members that are diverse with respect to:

(a) Professional and educational background, which may include but is not limited to behavioral health, chronic disease, environmental health, communicable disease, emergency preparedness, maternal and child health, and the social conditions that affect health risks and outcomes;

(b) Expertise and skill, which may include but are not limited to communications, community engagement, strategic planning, and promoting health equity; and

(c) Demographic category, including but not limited to race, ethnicity, socioeconomic background, gender, and geography.

The president of the Board of Health shall be paid the salary provided for in the annual appropriation ordinance. The other members of the Board or Health shall serve without compensation.

The members of the Board of Health shall be held harmless for any official act performed in accordance with and under the authority of this article.

2-120-140 Meetings and organization.

The Board of Health shall hold regular meetings at least once in each month, for which provision shall be made by the procedures of the Board of Health. Special meetings may be held upon call of the president of the Board of Health.

The president of the Board of Health shall preside at its meetings. Action of the Board of Health shall be governed by a majority vote of members present. A quorum of five members is required for any official action, whether or not there are vacancies in membership.

The president of the Board of Health shall have the power to delegate the authority of the president in anticipation of the president's absence from duty to another member of the Board of Health. If the president fails to so delegate, the Board of Health, by official action and record thereof, shall have power to delegate the authority of the president during the president's absence from duty to another member of the Board of Health. The person so designated shall have and exercise the authority of the president.

2-120-150 Powers and duties.

It shall be the duty of the Board of Health to be well informed regarding all matters affecting the health of the citizens of Chicago. It shall advise, in a manner prescribed by the rules of the Board of Health, the Mayor and the Commissioner of Public Health on all issues affecting the health of the citizens of Chicago.

The Board of Health is authorized to adopt procedures for its meetings and to develop forms and protocols governing the issuance of findings and recommendations.

2-120-160 Terms of service.

All appointments to the Board of Health existing on the effective date of this Section 2-120-160 shall be vacated on April 30, 2021. Beginning May 1, 2021, the Mayor, with the approval of the City Council, shall appoint three members to the Board of Health for an initial term of one

year, three members for an initial term of two years, and three members for an initial term of three years. All subsequent terms following the initial term, including new appointments, shall be for three years. At the conclusion of a term of service, members shall continue serving until either: (i) renewal or (ii) a new appointment is named.

The Mayor may remove a member at any time. Vacancies that occur due to resignation, mayoral removal, death, or other cause shall be filled on a rolling basis. Members appointed to fill vacancies shall serve for the remainder of the unexpired term.

SECTION 2. Section 2-120-780 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

2-120-780 Application for permit – Preliminary disapproval by commission.

If the commission finds that the proposed work will adversely affect or destroy any significant historical or architectural feature of the improvement or the district, or is inappropriate or inconsistent with the designation of the structure, area, or district, or is not in accordance with the spirit and purposes of this ordinance, or does not comply with the Standards for Rehabilitation established by the Secretary of the Interior, the commission shall issue a preliminary decision disapproving the application for permit; provided, however, that if the construction, reconstruction, alteration, repair, or demolition of any improvement is necessary to remedy conditions imminently dangerous to life, health, or property, as determined in writing by the ~~department of buildings~~ Department of Buildings, or the ~~board of health~~ Department of Public Health, or the ~~fire department~~ Fire Department, the commission shall approve the work notwithstanding other considerations relating to its designation as a "Chicago Landmark" or to the fact that the commission has made a preliminary recommendation for landmark status.

SECTION 3. Section 2-120-825 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

2-120-825 Permits for demolition of landmarks – City council approval required.

(Omitted text is unaffected by this ordinance)

(c) This section shall not apply to permit applications for the demolition of: (i) any building or structure that is necessary to remedy conditions imminently dangerous to life, health, or property, as determined in writing by the ~~department of buildings~~ Department of Buildings, the ~~board of health~~ Department of Public Health, or the ~~fire department~~ Fire Department; or (ii) auxiliary buildings or structures such as garages. Within 30 days of the commission's decision approving a permit application for a building or structure pursuant to subsection (c)(i) of this section, the commission shall forward to the ~~committee on zoning, landmarks and building standards of the city council~~ City Council Committee on Zoning, Landmarks and Building Standards a written report informing the committee of the commission's decision and stating the reasons for its decision.

**ARTICLE III.
AMENDMENTS TO TITLE 4**

SECTION 1. Section 4-4-005 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-4-005 Definitions.

As used in this Title 4, unless the context clearly indicates otherwise:

(Omitted text is unaffected by this ordinance)

"Commissioner" means the ~~commissioner of business affairs and consumer protection or the commissioner's designee~~ Commissioner of the Department of Business Affairs and Consumer Protection or his or her designee.

"Commissioner of ~~health~~ Public Health" means the ~~commissioner of health~~ Commissioner of the Department of Public Health of the City of Chicago or his or her designee.

(Omitted text is unaffected by this ordinance)

"Department" means the ~~department of business affairs and consumer protection~~ Department of Business Affairs and Consumer Protection.

"Department of ~~health~~ Health" or "Department of Public Health" means the ~~department of health~~ Department of Public Health of the City of Chicago.

"Fire ~~commissioner~~ Commissioner" means the ~~commissioner of the fire department~~ Commissioner of the Fire Department of the City of Chicago or the commissioner's departmental designee his or her designee.

(Omitted text is unaffected by this ordinance)

SECTION 2. Section 4-6-040 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-040 Laundry service.

(Omitted text is unaffected by this ordinance)

(e) Construction and design standards. Each licensee engaged in the business of laundry service shall comply with the construction and design standards set forth in this subsection (e). All laundries licensed or required to be licensed under this chapter shall be:

(Omitted text is unaffected by this ordinance)

(6) provided with sufficient and suitable lavatory facilities, including approved washbowls, washbasins or sinks that are supplied with hot-and-cold-running water, soap, clean individual towels and any other equipment deemed necessary by the ~~board of health~~ Commissioner of Public Health for the health and comfort of the laundry's employees or patrons

(Omitted text is unaffected by this ordinance)

SECTION 3. Section 4-6-060 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-060 Tattooing, body piercing and tanning facilities. .

(a) *Definitions.* As used in this section:

"Aseptic technique" means a practice that (i) prevents and hinders the transmission of disease-producing microorganisms from one person or place to another; and (ii) is approved as effective by the ~~board of health~~ Commissioner of Public Health.

(Omitted text is unaffected by this ordinance)

(e) *Penalty.*

(Omitted text is unaffected by this ordinance)

(2) Any person who violates subsection (c)(2), (c)(3) or (c)(4) of this section or any rule promulgated thereunder shall be subject to a fine of \$250.00 for each serious offense; and a fine of \$500.00 for each critical offense. Each day that a violation continues shall constitute a separate and distinct offense. The ~~board of health~~ Commissioner of Public Health shall promulgate rules classifying violations of subsections (c)(2), (c)(3), and (c)(4) of this section as serious or critical.

SECTION 4. Section 4-6-080 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-080 Adult family care center.

(Omitted text is unaffected by this ordinance)

(b) *Application – Additional information required.* In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, renewal of, a regulated business license to engage in the business of adult family care center shall be accompanied by the following information:

(Omitted text is unaffected by this ordinance)

(9) any other information required by rules and regulations duly promulgated by the ~~board of health~~ Commissioner of Public Health.

(c) *Departmental duties – Inspections.*

(Omitted text is unaffected by this ordinance)

(2) ~~The board of health or commissioner of health, as applicable, Commissioner of Public Health shall notify the commissioner of business affairs and consumer protection Commissioner of Business Affairs and Consumer Protection if such board or commissioner of the Commissioner of Public Health orders an adult family center closed.~~

(Omitted text is unaffected by this ordinance)

(Omitted text is unaffected by this ordinance)

(e) *Legal duties.* Each licensee engaged in the business of adult family care center shall have a duty to:

(Omitted text is unaffected by this ordinance)

(3) provide all residents of the center with the following: (i) room and board; (ii) assistance necessary to perform the activities of daily living; (iii) assistance necessary for the self-administration of medicine; (iv) supervision of residents; (v) social and leisure activities for residents; (vi) any service required to be provided in duly promulgated rules and regulations issued by the ~~board of health or department of health~~ Commissioner of Public Health for the health and well-being of residents; (vii) a private or semi-private room for each resident, with access to common areas; and (viii) on-site personnel, sufficient in numbers and training, to assist and supervise residents at all times that the center is operating;

(Omitted text is unaffected by this ordinance)

(6) maintain a legally enforceable, written agreement with each resident of the center setting forth the term of occupancy and services to be provided to such resident, as well as any additional terms or conditions set forth in duly promulgated rules and regulations issued by the ~~board of health, department of health~~ Commissioner of Public Health or ~~department of business affairs and consumer protection~~ Commissioner of Business Affairs and Consumer Protection;

(7) submit any reports to the ~~board of health or department of health~~ Department of Public Health as such ~~board or department~~ may from time to time require, as set forth in rules and regulations duly promulgated by ~~such board or department~~ the Commissioner of Public Health;

(Omitted text is unaffected by this ordinance)

(g) *Enforcement – Rules.* The ~~board of health and department of health~~ Commissioner of Public Health is authorized to adopt and enforce reasonable rules and regulations relating to the operation and conduct of adult family care facilities. Such rules and regulations may include, but are not limited to, the following: (i) the terms and conditions of the written agreement required under subsection (e)(6) of this section; (ii) public health and safety issues; (iii) qualifications, training standards and responsibilities of licensees and staff; (iv) criteria and procedures for determining the appropriateness of a resident's placement and continued residency in an adult family care center; and (v) procedures for providing notice and assuring the least possible disruption of residents' lives when residents are relocated, or an adult family care center is closed, or the ownership of an adult family care center is transferred to another person.

In addition, the ~~board of health and department of health~~ Commissioner of Public Health may adopt and enforce all existing and future laws and regulations adopted by the State of Illinois that relate to the operation of adult family care facilities to the extent that such regulation is permitted under the home rule powers of the ~~city~~ City.

(Omitted text is unaffected by this ordinance)

SECTION 5. Section 4-6-090 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-090 Assisted living establishment.

(Omitted text is unaffected by this ordinance)

(b) *Application – Additional information required.* In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, renewal of, a regulated business license to engage in the business of assisted living establishment shall be accompanied by the following information:

(6) any other information required by rules ~~and regulations~~ duly promulgated by the ~~board of health or department of health~~ Commissioner of Public Health.

(c) *Departmental duties – Inspections.*

(Omitted text is unaffected by this ordinance)

(2) The ~~board of health or commissioner of health, as applicable,~~ Commissioner of Public Health shall notify the ~~commissioner of business affairs and consumer protection~~ Commissioner of Business Affairs and Consumer Protection if ~~such board or commissioner~~ the Commissioner of Public Health orders any assisted living establishment closed.

(Omitted text is unaffected by this ordinance)

(e) *Legal duties.* Each licensee engaged in the business of assisted living establishment shall have a duty to:

(Omitted text is unaffected by this ordinance)

(2) comply with any rules ~~and regulations~~ adopted by the ~~board of health or department of health~~ Commissioner of Public Health relating to the operation and conduct of any assisted living establishment licensed or required to be licensed under this chapter;

(Omitted text is unaffected by this ordinance)

(4) submit any reports to the ~~board of health or department of health~~ Department of Public Health as such ~~board or department~~ may from time to time require, as set forth in rules ~~and regulations~~ duly promulgated by ~~such board or department~~ the Commissioner of Public Health. All such reports shall be made on forms provided by the ~~board or department,~~

as applicable, Department of Public Health and shall be verified for truthfulness and accuracy and signed by the chief physician or administrator of such establishment.

(f) *Enforcement – Rules.* ~~The board of health and department of health are~~ Commissioner of Public Health is authorized to adopt and enforce reasonable rules and regulations relating to the operation and conduct of assisted living establishments. Such rules and regulations (i) shall include all minimum requirements and standards for assisted living establishments set forth in the Assisted Living and Shared Housing Establishment Act and all rules and regulations applicable to assisted living establishments promulgated under such Act; and (ii) may include additional rules ~~and regulations~~ relating to the operation and conduct of assisted living establishments, including, but not limited to, rules ~~and regulations~~ to address public health and safety issues, to the extent that such additional rules ~~and regulation~~ are permitted under the home rule powers of the city.

(Omitted text is unaffected by this ordinance)

SECTION 6. Section 4-6-100 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-100 Long-term care facility.

(Omitted text is unaffected by this ordinance)

(b) *Application – Additional information required.* In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, renewal of, a regulated business license to engage in the business of long-term care facility shall be accompanied by the following information:

(Omitted text is unaffected by this ordinance)

(6) any other information required by rules ~~and regulations~~ duly promulgated by the ~~board of health or department of health~~ Commissioner of Public Health.

(c) *Departmental duties – Inspections.*

(Omitted text is unaffected by this ordinance)

(2) ~~The board of health or commissioner of health, as applicable,~~ Commissioner of Public Health shall notify the ~~commissioner of business affairs and consumer protection~~ Commissioner of Business Affairs and Consumer Protection if such ~~board or commissioner~~ the Commissioner of Public Health orders any long-term care facility closed.

(Omitted text is unaffected by this ordinance)

(e) *Legal duties.* Each licensee engaged in the business of long-term care facility shall have a duty to:

(Omitted text is unaffected by this ordinance)

(2) ~~comply with all rules and regulations adopted by the board of health or department of health~~ Commissioner of Public Health relating to the operation and conduct of any long-term care facility licensed or required to be licensed under this chapter;

(Omitted text is unaffected by this ordinance)

(4) submit any reports to the ~~board of health or department of health~~ Department of Public Health as such ~~board or department~~ may from time to time require, as set forth in rules ~~and regulations~~ duly promulgated by ~~such board or department~~ the Commissioner of Public Health. All such reports shall be made on forms provided by such ~~board or department~~, ~~as applicable~~, and the truthfulness and accuracy of the contents thereof shall be verified and signed by the chief physician or administrator of such facility.

(f) *Enforcement – Rules.* The ~~board of health and department of health~~ Commissioner of Public Health is authorized to adopt and enforce reasonable rules and regulations relating to the operation and conduct of long-term care facilities. Such rules and regulations shall include all minimum requirements and standards set forth in the Nursing Home Care Act and all rules and regulations promulgated under such Act, and may include additional rules ~~and regulations~~ relating to the operation and conduct of such facilities, including, but not limited to, rules ~~and regulations~~ to address public health and safety issues, to the extent that such additional rules and regulation are permitted under the home rule powers of the ~~city~~ City.

(Omitted text is unaffected by this ordinance)

SECTION 7. Section 4-6-110 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-110 Adult family care home.

(Omitted text is unaffected by this ordinance)

(b) *Application – Additional information required.* In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, renewal of, a regulated business license to engage in the business of adult family care home shall be accompanied by the following information:

(Omitted text is unaffected by this ordinance)

(6) any other information required by rules ~~and regulations~~ duly promulgated by the ~~board of health or department of health~~ Commissioner of Public Health.

(c) *Departmental duties.*

(Omitted text is unaffected by this ordinance)

(2) The ~~board of health or commissioner of health, as applicable,~~ Commissioner of Public Health shall notify the ~~commissioner of business affairs and consumer protection~~ Commissioner of Business Affairs and Consumer Protection if such ~~board or commissioner~~ the Commissioner of Public Health orders any adult family care home closed.

(Omitted text is unaffected by this ordinance)

(e) *Legal duties.* Each licensee engaged in the business of adult family care home shall have a duty to:

(Omitted text is unaffected by this ordinance)

(2) comply with any rules ~~and regulations~~ adopted by the ~~board of health or department of health~~ Commissioner of Public Health relating to the operation and conduct of any adult family care home licensed or required to be licensed under this chapter;

(Omitted text is unaffected by this ordinance)

(4) submit any reports to the ~~board of health or department of health~~ Department of Public Health as such ~~board or department~~ may from time to time require, as set forth in rules ~~and regulations~~ duly promulgated by ~~such board or department~~ the Commissioner of Public Health. All such reports shall be made on forms provided by such ~~board or department~~, ~~as applicable~~, and the truthfulness and accuracy of the contents thereof shall be verified and signed by the chief physician or administrator of such adult family care home.

(f) *Enforcement – Rules.* The ~~board of health and department of health~~ Commissioner of Public Health is authorized to adopt and enforce reasonable rules ~~and regulations~~ relating to the operation and conduct of adult family care homes. Such rules ~~and regulations~~ (i) shall include all minimum requirements and standards for shared housing establishments set forth in the Assisted Living and Shared Housing Establishment Act and all rules and regulations applicable to shared housing establishments promulgated under such Act; and (ii) may include additional rules ~~and regulations~~ relating to the operation and conduct of adult family care homes, including, but not limited to, rules ~~and regulations~~ to address public health and safety issues, to the extent that such additional rules ~~and regulations~~ are permitted under the home rule powers of the ~~city~~ City.

(Omitted text is unaffected by this ordinance)

SECTION 8. Section 4-6-170 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-170 Hospitals.

(Omitted text is unaffected by this ordinance)

(b) *Application – Additional information required.* In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, renewal of, a regulated business license to engage in the business of hospital shall be accompanied by the following information:

(Omitted text is unaffected by this ordinance)

(3) any other information that may be required by the department or in rules ~~and regulations~~ promulgated by the ~~board of health~~ Commissioner of Public Health.

(Omitted text is unaffected by this ordinance)

(d) *Departmental duties – Inspections.*

(1) ~~The president of the board of health may convene, at his or her discretion, a health facilities review board. Such board shall be composed of the president of the board of health, the commissioner of the department of planning and development, and other individuals who may be appointed at the discretion of the president of the board of health.~~ The Board of Health may make recommendations to the city council City Council relating to the construction of new hospital buildings, proposed closings of hospitals, and alterations to buildings now being used as hospitals.

(Omitted text is unaffected by this ordinance)

(e) Legal duties. Each licensee engaged in the business of hospital shall have a duty to:

(Omitted text is unaffected by this ordinance)

(4) Upon reporting a rape, an attempted rape or other felonious sex crime to the police, take the following actions:

(a) The victim shall be taken to the nearest hospital designated for the comprehensive emergency treatment of patients as defined in the Illinois Hospital Licensing Act and approved by the ~~board of health~~ Commissioner of Public Health;

(Omitted text is unaffected by this ordinance)

(h) With the victim's written consent, a copy of the prescribed form will be furnished to the appropriate investigating police officer, the State's Attorney, and the venereal disease section of the ~~Chicago Board of Health~~ Department of Public Health when appropriate. Within seven days the form will be typewritten, signed by the examining medical professional and furnished upon request to the aforementioned agencies;

(Omitted text is unaffected by this ordinance)

(g) Regulations Rules.

(1) Pursuant to Section ~~2-112-100 of the Code~~ 2-112-070, the ~~board of health~~ Commissioner of Public Health may adopt and enforce rules and regulations relating to the operation and conduct of hospitals licensed under this chapter. Pursuant to Section ~~2-112-160 of the Code~~ 2-112-110, the ~~board of health~~ Commissioner of Public Health shall enforce all rules relating to the operation of hospitals promulgated by any federal, state, or local authority with the power to make such rules.

(2) The ~~board of health~~ Commissioner of Public Health shall adopt and publish rules and regulations regarding facilities rendering care and services in maternity, perinatal, and neonatal cases. Such rules and regulations shall comply with all applicable State of Illinois laws and rules and regulations regarding maternity care, and with the guidelines established by the American Academy of Obstetricians and Gynecologists (A.A.O.G.) for perinatal care.

(3) The ~~board of health~~ Commissioner of Public Health shall adopt and publish rules and regulations regarding the reporting of trauma care cases to the ~~department of health~~ Department of Public Health.

SECTION 9. Section 4-6-290 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-290 Bed-and-breakfast establishment.

(Omitted text is unaffected by this ordinance)

(j) ~~Regulations~~ Rules. The ~~commissioner~~ Commissioner of Business Affairs and Consumer Protection shall have the authority to promulgate rules ~~and regulations~~ necessary to implement the requirements of this section. The ~~board of health and the department of health~~ Commissioner of Public Health shall have the authority to issue rules ~~and regulations~~ necessary to implement subsection (f)(6) of this section and the minimal standards found in subsections (f)(3) and (f)(4) of this section.

SECTION 10. Section 4-6-300 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-6-300 Vacation rentals.

(Omitted text is unaffected by this ordinance)

(e) Departmental duties – Inspections.

(Omitted text is unaffected by this ordinance)

(2) If the licensee provides food to his guests in the vacation rental, the ~~board of health~~ Department of Public Health may inspect the vacation rental in accordance with rules promulgated by the ~~board of health~~ Commissioner of Public Health.

(f) Legal duties.

(Omitted text is unaffected by this ordinance)

(9) Food handling safety – Required. If the licensee provides food to guests, such licensee shall have a duty to comply with all applicable food handling and licensing requirements of this Code and ~~board of health regulations~~ Department of Public Health rules.

(Omitted text is unaffected by this ordinance)

SECTION 11. Section 4-12-010 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-12-010 Definitions.

As used in this chapter, unless the context clearly indicates otherwise:

“Approved food-processing establishment” means an establishment acceptable to the ~~City of Chicago Board of Health~~ Commissioner of Public Health, or it's the Commissioner of Public

Health's authorized representative, based on it's the Commissioner of Public Health's determinations of conformance with the appropriate standards and good health practices.

(Omitted text is unaffected by this ordinance)

SECTION 12. Section 4-14-040 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-14-040 Legal duties.

(Omitted text is unaffected by this ordinance)

(b) *Operating requirements.* Each shared housing host shall comply with the following operating requirements:

(Omitted text is unaffected by this ordinance)

(7) *Food handling safety – Required.* Each shared housing host that provides food to guests shall comply with all applicable food handling and licensing requirements of this Code and ~~board of health regulations~~ Department of Public Health rules.

SECTION 13. Section 4-60-074 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-60-074 Riverwalk Venue liquor licenses – Special conditions.

(a) In addition to the other categories of licenses authorized under this chapter, the local liquor control commissioner may issue consumption on premises – incidental activity licenses authorizing the sale or service of alcoholic liquor at Chicago Riverwalk venues in accordance with this section. Such consumption on premises – incidental activity license shall be known as a Riverwalk Venue liquor license, and any person holding such a license shall be known as a Riverwalk Venue licensee. Provided, however, that no Riverwalk Venue liquor license shall be issued under this section unless: (1) the applicant holds a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city; or (2) if the applicant does not hold a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city, the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 and otherwise complies with all requirements of this Code applicable to retail food establishments under Article I of Chapter 7-38 of this Code, including all rules promulgated thereunder by the ~~board of health~~ Commissioner of Public Health.

(Omitted text is unaffected by this ordinance)

(h) No Riverwalk Venue liquor licensee shall sell or offer for sale any food other than prepackaged and non-perishable foods as defined in Section 4-8-010, unless: (1) such food is prepared at a venue holding a valid retail food establishment license under Chapter 4-8 and the venue at which such food is prepared meets the requirements of Article I of Chapter 7-28 of this Code, including all rules promulgated thereunder by the ~~board of health~~ Commissioner of Public

Health; or (2) the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 and otherwise complies with all requirements of this Code applicable to retail food establishments under Article I of Chapter 7-38 of this Code, including all rules promulgated thereunder by the ~~board of health~~ Commissioner of Public Health. Foods prepared at a venue meeting the requirements of item (1) of this subsection may be refrigerated or heated, as applicable, and sold or offered for sale at a venue licensed under this section, if the applicable food handling and sanitation requirements set forth in Sections 7-38-005 through 7-38-025 are met. In addition, unless a Riverwalk Venue liquor licensee has a valid retail food establishment license for a Riverwalk Venue, no Riverwalk Venue licensee shall sell or offer for sale any food at a Chicago Riverwalk Venue without obtaining a multiple special events food license and, otherwise complying with Section 4-8-040 and all applicable rules.

(Omitted text is unaffected by this ordinance)

SECTION 14. Section 4-60-181 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-60-181 Revocation order not stayed by appeal.

An order of the liquor control commissioner revoking a city license under this chapter shall take immediate effect if the liquor control commissioner finds that any of the following circumstances are present: (a) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of firearms; or (b) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of narcotics or other controlled substances as defined in the Illinois Criminal Code; or (c) the revocation is for violation of any federal or state law or city ordinance relating to prostitution; or (d) the revocation is for sale of alcoholic liquor to a minor, and the licensee was disciplined for three or more similar sales, occurring in separate incidents, within the prior three years; or (e) the revocation is for violations of this Code or the rules ~~and regulations~~ of the City of Chicago ~~Board of Health~~ Department of Public Health related to health and sanitation in a food establishment; or (f) the revocation is ordered pursuant to Section 4-4-313 because the premises caused a public nuisance; or (g) if the revocation is of a late-hour privilege, the revocation is for the failure to implement or maintain an adequate exterior safety plan, or for any violation of any law or ordinance that the liquor control commissioner determines warrants immediate revocation of that privilege; or (h) the revocation is for a violation of subsection (k) of Section 4-60-140. For purposes of subsection (d) of this section, "discipline" means revocation, suspension, a voluntary closing in lieu of suspension, or imposition of a fine. In the event that a revocation order contains a finding described in this section, the effect of the revocation shall not be stayed pending an appeal by the licensee to the License Appeal Commission under the Liquor Control Act.

SECTION 15. Section 4-64-220 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-64-220 Departmental duties – Inspections, investigations, reports and other responsibilities.

(a) *Periodic inspections by the ~~Board of Health~~ Department of Public Health – Authorized.* The ~~Board of Health~~ Commissioner of Public Health is hereby authorized to inspect and examine, from time to time, all places within the City that are licensed or required to be licensed under this Chapter to sell tobacco, snuff, cigars, or cigarettes. Such inspection shall be conducted with a view toward determining whether the licensee is in compliance with the applicable provisions of this Code and of the laws of the State of Illinois pertaining to: (i) the sale of tobacco, snuff, cigars, or cigarettes, and (ii) the adulteration of, and handling and sale of, such commodities. The ~~Board of Health~~ Commissioner of Public Health shall rigorously enforce all such provisions and laws. If, pursuant to Section 4-64-300, the ~~Board of Health~~ Commissioner of Public Health requests a licensee to furnish the ~~Board~~ Department of Public Health with samples of cigarettes or tobacco products for analysis by or under the direction of the ~~Board~~ Commissioner of Public Health, the ~~Board of Health~~ Department of Public Health shall make and keep in its office a record of such analysis for inspection by the public.

(Omitted text is unaffected by this ordinance)

SECTION 16. Section 4-64-300 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-64-300 Furnishing inspection samples to the ~~Board of Health~~ Department of Public Health – Required when.

Upon demand by the ~~Board of Health~~ Commissioner of Public Health, all licensees under this Chapter shall furnish to the ~~Board of Health~~ Department of Public Health, for inspection and analysis by or under the direction of such ~~Board~~ Commissioner, samples of all cigarettes or tobacco products sold or offered for sale by the licensee.

SECTION 17. Section 4-68-040 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-68-040 Maintenance – Change of ownership.

Each ambulance shall, at all times when in use as such, be suitable for the transportation of patients from the standpoint of health, sanitation and safety, and be maintained in suitable premises and contain equipment conforming with the standards, requirements and regulations provided for herein. Said equipment shall be in proper and good condition for such use and comply with all applicable laws and local ordinances relating to health, sanitation and safety and be equipped with such lights, sirens and special markings to designate it as an ambulance, as may be prescribed in ~~regulations~~ rules promulgated by the ~~commissioner~~ Commissioner of the City of Chicago ~~department of business affairs and consumer protection~~ Business Affairs and Consumer Protection, the ~~City of Chicago board of health~~ Commissioner of Public Health, and federal and State of Illinois laws and any other applicable provisions of this Code.

It shall be the duty of every company licensed under this chapter to notify the ~~department of business affairs and consumer protection~~ Department of Business Affairs and Consumer Protection whenever any change in its address is made, either business or residence. Any notice required to be given to a licensee shall be sufficient if addressed to the last address recorded in the office of the ~~department of business affairs and consumer protection~~ Department of Business Affairs and Consumer Protection.

Any change of ownership of a licensed company shall terminate the ambulance-operating license and shall require a new application and a new license, and conformance with all the requirements of this chapter as upon original licensing.

SECTION 18. Section 4-75-030 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-75-030 License - Application.

(a) In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, renewal of, a license to engage in the business of children's services facility shall be accompanied by the following information:

(Omitted text is unaffected by this ordinance)

(2) whether the facility is a day care center, and if so, (i) the total number of children to be cared for; (ii) the number of children under two years of age to be cared for; (iii) the number of children two to six years of age to be cared for; and (iv) the number of employees, and information related to their experience and training as deemed necessary by the ~~board of health~~ Commissioner of Public Health;

(Omitted text is unaffected by this ordinance)

SECTION 19. Section 4-75-130 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-75-130 License - Application.

If the children's service facility is a day care center, the licensee of such facility shall also have a duty to:

(Omitted text is unaffected by this ordinance)

(3) comply with all applicable rules, regulations and minimum standards for licensed day care centers promulgated by the ~~board of health~~ Commissioner of Public Health or State of Illinois;

(Omitted text is unaffected by this ordinance)

SECTION 20. Section 4-75-210 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-75-210 Regulations Rules.

The ~~commissioner of business affairs and consumer protection~~ Commissioner of Business Affairs and Consumer Protection and the ~~board of health~~ Commissioner of Public Health are authorized to promulgate rules and regulations necessary to implement the requirements of this chapter.

SECTION 21. Section 4-152-050 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-152-050 Regulation of food products.

The ~~board of health~~ Department of Public Health shall have the same control over all food and food products intended for human consumption sold or offered for sale in any wholesale drug, chemical, or paint store, when such food or food products are handled therein, as is given to it by this Code in the case of similar products handled in any other kind of store, shop, factory, or establishment where the principal business is handling such food or food products.

SECTION 22. Section 4-223-013 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-224-013 Operation at night restricted.

No machine shop shall be operated in the nighttime between the hours of 8:00 p.m. and 6:00 a.m. in any block in which a majority of the buildings on both sides of the street are used exclusively for residential purposes, or within 100 feet of such block, and it shall be within the power of the ~~board of health~~ Department of Public Health, after reasonable notice, to treat such night operation as a public nuisance and to abate the same.

SECTION 23. Section 4-360-010 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-360-010 Definitions.

Whenever used in this chapter the following words and phrases shall have the following meanings:

(a) "Commissioner" means the ~~commissioner of business affairs and consumer protection~~ Commissioner of the Department of Business Affairs and Consumer Protection of the City of Chicago.

(b) "Department of ~~business affairs and consumer protection~~ Business Affairs and Consumer Protection" means the ~~department of business affairs and consumer protection~~ Department of Business Affairs and Consumer Protection of the City of Chicago.

(c) "Board of ~~health~~ Health" means the ~~board of health~~ Board of Health of the City of Chicago.

(d) "Department of ~~health~~ Public Health" means the ~~department of health~~ Department of Public Health of the City of Chicago.

(e) "Commissioner of ~~health~~ Public Health" means the ~~commissioner of health~~ Commissioner of the Department of Public Health of the City of Chicago.

(Omitted text is unaffected by this ordinance)

SECTION 24. Section 4-360-050 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-360-050 License – Application – Contents.

Application for a license shall be made in writing on a form provided by the ~~commissioner~~ Commissioner, and signed under oath by the applicant. If the applicant is a corporation, a duly authorized agent shall sign the application. The application shall contain the following information:

(Omitted text is unaffected by this ordinance)

(d) The name and address of at least one individual possessing a valid certificate of registration in food handling, issued by the ~~board of health~~ Department of Public Health, who will supervise the sale of food by the applicant;

(Omitted text is unaffected by this ordinance)

(f) Any such other information as may be required by the ~~commissioner~~ Commissioner.

SECTION 25. Section 4-360-110 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-360-110 Applicability of ~~code~~ Code - Inspection.

All licensees and their employees shall be subject to and comply with all applicable requirements and standards for dispensing and purveying food contained in Chapter 4-8 of this Municipal Code, as amended, and the rules ~~and regulations~~ promulgated thereunder. The ~~board of health~~ Commissioner of Public Health shall implement this section by rules ~~and regulations~~ and may issue additional rules ~~and regulations~~ governing the sanitary practices of Navy Pier vendors. All food held, offered for sale or sold by licensees shall be subject to and comply with all applicable requirements for such food of this Municipal Code and the rules ~~and regulations~~ promulgated hereunder

SECTION 26. Section 4-364-020 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-364-020 Inspections required.

Every warehouse or furniture warehouse operated or maintained in the ~~city~~ City shall be inspected under and by authority of the ~~fire commissioner~~ Fire Commissioner at least once every year. Such inspection shall be made for the purpose of determining whether or not such warehouses comply with all of the laws of the State and the provisions of this Code relating to fire prevention and public safety in case of fire, and for the purpose of determining if such establishments are so dangerous as to constitute a nuisance or to be a menace to the safety of the public or to adjoining property.

The ~~board of health~~ Department of Public Health shall make such inspections of warehouses as it deems necessary for the purpose of determining the sanitary condition of all such establishments where foods are stored or handled, and also for the purpose of determining if proper and adequate toilet facilities are provided for employees and for the public wherever necessary, and whether or not all of the laws of the state and the provisions of this Code relating to health and sanitation applying to such establishments have been complied with. The ~~board of health~~ Department of Public Health shall make further inspections of furniture warehouses to determine whether such establishments and the furniture and household goods stored therein are kept free from vermin, and if any of the goods or articles are contaminated with or have been exposed to contamination with, or are harboring any germs of, tuberculosis, or of any disease of a contagious or infectious nature.

SECTION 27. Section 4-388-080 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

4-388-080 Applicability of ~~code~~ Code -- Dispensing and purveying food.

All special club licensees, their employees and any City of Chicago licensed catering companies, acting as agents for the special club licensee shall be subject to and comply with all applicable requirements, standards and inspection procedures relating to dispensing and purveying food contained in this Municipal Code, including Chapters 4-8, 7-38, 7-40 and 7-42, as amended, and the rules ~~and regulations~~ promulgated thereunder. The ~~board of health~~ Commissioner of Public Health shall implement this section by rules ~~and regulations~~ and may issue additional rules ~~and regulations~~ governing the sanitary practices of special club licensees. All food held, offered for consumption or sold by special club licensees shall be subject to and comply with all applicable requirements for such food of this Municipal Code and the rules ~~and regulations~~ promulgated hereunder.

**ARTICLE IV.
AMENDMENTS TO TITLE 7**

SECTION 1. Section 7-20-010 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-20-010 Contagious, epidemic, or communicable disease defined.

~~The term "contagious~~ "Contagious, epidemic, or communicable disease" ~~is hereby defined to mean~~ means any of the following: cholera, yellow fever, diphtheria, scarlet fever, typhus, typhoid fever, small pox, varioloid, puerperal fever, membranous croup, measles, whooping cough, tuberculosis, influenza, pneumonia, cerebrospinal fever, septic sore throat, syphilis, gonorrhoea, chancroid, or any grades of these diseases, and any other disease designated by the ~~board of health~~ Commissioner of Public Health as contagious, epidemic, or communicable.

SECTION 2. Section 7-20-020 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-20-020 Report of contagious or epidemic disease.

Any physician or any manager, superintendent, or other person in charge or control of any public or private institution, hotel, boardinghouse, lodging house, hospital, or dispensary, or any other person who shall discover, prescribe for, treat, care for, attend, or learn of any person within the city or upon a vessel in the harbor having, or suspected of having, a contagious, epidemic, or communicable disease, excepting syphilis, gonorrhoea, and chancroid, within 24 hours after first discovering or learning of the existence or suspected existence of the disease, shall report the facts in writing to the ~~board of health~~ Department of Public Health, giving the name, if known, and the place of residence or the location of said person having, or suspected of having, the disease, and the character and state of the disease.

Any such person shall report syphilis, gonorrhoea, and chancroid to the ~~board of health~~ Department of Public Health on a card supplied by the ~~board of health~~ Department of Public Health, which card shall state the age, sex, color, marital condition, and occupation of the diseased person, the nature and previous duration of the disease, the probable origin, and whether the diseased person has been given a circular of information and advice, furnished by the board of health, concerning venereal diseases. Said card shall be mailed to the ~~board of health~~ Department of Public Health within three days after the discovery of the disease. Except as hereinafter provided, the name and address of a person having syphilis, gonorrhoea, or chancroid shall not be reported to the ~~board of health~~ Department of Public Health. All information and reports concerning persons having syphilis, gonorrhoea, or chancroid shall be confidential and shall be inaccessible to the public except in so far as publicity may attend the performance of the duty imposed upon the ~~board of health~~ Department of Public Health to protect other persons from infection.

SECTION 3. Section 7-20-030 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-20-030 Change of physician in venereal disease treatment.

When a person applies to a physician or other person for treatment of a venereal disease, it shall be the duty of the physician or person consulted to inquire of, and ascertain from the person seeking treatment whether such person has theretofore consulted with, or been treated by, any other physicians or persons, and if so to ascertain the name and address of the physician or

person last theretofore consulted. It shall be the duty of the applicant for treatment to furnish this information, and a refusal to do so, or falsification of the name and address of such physician or person consulted, shall be deemed a violation of the provisions of this chapter. It shall be the duty of the physician or person consulted, where the applicant has theretofore received treatment, to notify immediately by mail the physician or person last theretofore treating such applicant of the change of adviser, such notification to be made upon a form furnished for that purpose by the ~~board of health~~ Department of Public Health. Should the physician or person previously consulted fail to receive such notice within ten days after the last appearance of such venereally diseased person it shall be the duty of such physician to report to the ~~board of health~~ Department of Public Health the name and address of such venereally diseased person.

SECTION 4. Section 7-20-040 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-20-040 Information to venereally diseased person.

It shall be the duty of every physician or other person who treats a person infected with syphilis, gonorrhea, or chancroid to give to such person at the first examination a circular of information and advice furnished by the ~~board of health~~ Department of Public Health concerning venereal diseases and a copy of those sections of this chapter dealing with venereal disease, and to report thereafter to the ~~board of health~~ Department of Public Health that such diseased person has received the two documents herein specified.

SECTION 5. Section 7-20-060 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-20-060 Report of sick or neglected person.

Any person who has reason to regard any individual in the ~~city~~ City or upon any vessel in the harbor as neglected or not properly cared for, and every physician who hears of any such sick person and has reason to believe such person requires the attention of the ~~board of health~~ Department of Public Health shall at once report the facts to the ~~board of health~~ Department of Public Health regarding the disease, condition, dwelling place, and position of such sick person.

SECTION 6. Section 7-20-130 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-20-130 Violation – Penalty.

Any person that shall violate any of the provisions of this chapter for which no specific penalty is provided, or that shall resist or cause resistance to be made against the entry of any officer of the ~~board of health~~ Department of Public Health to any place described in this chapter which such officer shall desire to make entry into for the purpose of carrying out the provisions of this chapter, or that shall refuse or fail to comply with any order or ~~regulation~~ rule made by the ~~board of health~~ Commissioner of Public Health and necessary for the purpose of carrying into effect the provisions of this chapter, and any principal or person managing or in control of any public or private school, that shall in any way attempt to prevent any officer of the ~~board of health~~

Department of Public Health from exercising the power conferred upon him by this chapter, shall be fined not less than \$10.00 nor more than \$200.00 for each offense.

SECTION 7. Section 7-28-530 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-28-530 Construction of vaults.

No vault, privy, catchbasin, cistern, or cesspool shall be constructed or rebuilt in the ~~city~~ City except in accordance with this Code and the ~~regulations~~ rules of the ~~board of health~~ Department of Public Health. The general privy accommodations of any place of human habitation shall not be permitted within any such place of habitation or under any sidewalk adjacent thereto. All cesspools shall be watertight.

SECTION 8. Section 7-28-610 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-28-610 Workmen's temporary closets.

It shall be unlawful for any person to begin the construction, alteration, or repair of any building, or of any public or private works without having provided proper and sufficient toilet facilities, consisting of water closets, chemical closets, or privies of a type to be approved by the ~~board of health~~ Department of Public Health for the use of employees engaged in the construction, alteration or repair of such building, or of such public or private works.

There shall be at least one such water closet, chemical closet, or privy for every 30 employees or fraction thereof. Such toilet facilities in due proportion shall be provided on at least every fifth floor of a building.

It shall be unlawful to install such water closets, chemical closets, or privies without first having obtained a permit therefor from the ~~department of buildings~~ Department of Buildings pursuant to standards set by the ~~board of health~~ Department of Public Health, and the same shall be installed and maintained in accordance with the provisions and specifications of such permit.

SECTION 9. Section 7-44-010 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-44-010 Definitions.

For purposes of this chapter:

"Extermination by fumigation" means the use of hydrocyanic acid gas, cyanogen, chloropicrin, methyl bromide, or any other poisonous, noxious, or dangerous gases or fumes specified by the ~~board of health~~ Commissioner of Public Health as liable to affect human beings by causing severe sickness or death, for the extermination by fumigation of household insects, vermin, rats or other household pests in any place in the City of Chicago; provided, however, that it shall not apply to the fumigation of greenhouses, grain elevators or cereal or tobacco warehouses.

"Exterminator" means any person who engages in the business of extermination by fumigation.

"~~Fire commissioner~~ Commissioner" means the ~~commissioner of the fire department~~ Commissioner of the Fire Department of the City of Chicago or the ~~commissioner's~~ Commissioner's departmental designee.

SECTION 10. Section 7-44-040 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-44-040 Permit - Required.

It shall be the duty of every exterminator, intending to generate or release hydrocyanic acid gas or other dangerous gases or fumes for fumigation purposes, before starting such generation or release, to file written notice with the ~~commissioner of buildings~~ Commissioner of Buildings, giving the location of the building or enclosed space to be fumigated, and to secure from the ~~commissioner of buildings~~ Commissioner of Buildings a permit, which shall state the day and hour when the work will be performed. Each application for such permit shall be accompanied by a fee of \$2.00. Such permit shall be kept on the premises to be fumigated. The time of the permit may be extended if the applicant is unable to perform the work on the hour and day set forth in the permit, and so notifies the ~~commissioner of buildings~~ Commissioner of Buildings 16 hours prior to the time set forth in the permit.

Provided that every fumigation of plants, factories, warehouses, box cars, vehicles, specially constructed vaults, or any other place where candy or other foodstuffs are manufactured, sold, stored, transported, or handled shall be done in strict compliance with the rules and regulations of the ~~board of health~~ Department of Public Health, and further provided, that a permit for each such fumigation shall be obtained by the fumigator from the ~~department of health~~ Commissioner of Public Health.

Provided, however, that a ship or vessel may be fumigated without previously securing from the ~~commissioner of buildings~~ Commissioner of Buildings a permit so to do, if every person, except the watchman, shall leave the vessel for the period of fumigation and the vessel shall be fended off from shore so that no person may board the vessel without the knowledge of the watchman; and provided, further, that where furniture is removed from places of domestic habitation and fumigated in specially constructed vaults, and where furs or clothing is fumigated in specially constructed vaults, a permit for each such fumigation shall not be required, but in lieu thereof, an annual permit shall be secured from the ~~commissioner of buildings~~ Commissioner of Buildings after he has investigated and satisfied himself that the proper safeguards for health and life are provided.

SECTION 11. Section 7-44-130 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-44-130 Food products – Special safety measures.

Before fumigation, the exterminator shall see that all ice, food, and drink are removed from the rooms ordered vacated; except that such food or drink as is in sealed airtight containers need not be removed. Provided, that in industrial fumigations such as flour mills, cereal mills, food warehouses, macaroni plants, candy manufacturing plants, cheese-processing plants, etc., where fumigation is for the purpose of destroying vermin or insect pests infesting these foodstuffs, only liquid fats, oils, and moist foodstuffs not sealed in airtight containers need be removed. The exterminator shall state in the application for permit to fumigate foodstuffs the amount of moisture content of the various foods it wishes to fumigate. No fumigated food shall be sold or shipped until it has been aerated by every reasonable means, including the use of fans wherever indicated, for a period not less than 36 hours following fumigation and suitable tests approved by the ~~board of health~~ Commissioner of Public Health of the air immediately around it are negative for the fumigant used.

SECTION 12. Section 7-44-140 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

7-44-140 Fires – Safety measures.

All fires within the premises under gas shall be put out whenever a flammable gas is used. For the purpose of this chapter, the ~~board of health~~ Commissioner of Public Health shall designate upon request whether the gas to be used shall be regarded as flammable or nonflammable. The exterminator shall notify the ~~fire department~~ Fire Department of any rooms, building or structure other than approved vaults which are placed under hydrocyanic acid or other dangerous gas fumigation.

**ARTICLE V.
MISCELLANEOUS CONFORMING AMENDMENTS**

SECTION 1. Section 2-60-020 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

2-60-020 Corporation counsel – Appointment – Powers and duties.

There is hereby created the office of corporation counsel. He shall be appointed by the mayor, by and with the advice and consent of the city council, and shall be the head of the department of law of the city.

The corporation counsel shall perform the following duties:

(Omitted text is unaffected by this ordinance)

(d) Appear for and defend any member, officer, or employee of the ~~board~~ department of health, police department or fire department who is sued personally for damages claimed in consequence of any act or omission or neglect of his official duties or in consequence of any act under color of authority or in consequence of any alleged negligence while engaged in the performance of such duties;

(Omitted text is unaffected by this ordinance)

SECTION 2. Section 2-152-300 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

2-152-300 Operation expenses – Annual estimates.

The head of every department, board, or other agency of the ~~city~~ City government shall prepare and submit to the ~~comptroller~~ Comptroller, on or before the first day of November in each year, an estimate of the whole cost and expense of providing for and maintaining his or her office during the ensuing fiscal year, which estimate shall be in detail and shall be laid before the ~~city council~~ City Council by ~~said comptroller~~ the Comptroller with his ~~the~~ Comptroller's annual estimates. The ~~board of health~~ Department of Public Health and the ~~department of buildings~~ Department of Buildings shall also submit to the ~~comptroller~~ Comptroller at said time a statement of all expenditures from appropriations for the maintenance of said ~~board or~~ department.

SECTION 3. Section 3-8-030 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

3-8-030 Board of trustees.

A board composed of four members shall constitute a board of trustees authorized to carry out the following provisions dealing with the policemen's and firemen's death benefit fund, and shall be charged with the duty of administering that fund. The said board shall consist of the ~~chairman of the committee on finance~~ Chairman of the Committee on Finance, the ~~superintendent of police~~ Superintendent of Police, the ~~fire commissioner~~ and the ~~president of the board of health~~ Fire Commissioner, or if there be no such ~~commissioners~~ superintendent or president commissioner, then the acting head of the ~~police department~~, Police Department or the ~~fire department or the board of health~~ Fire Department, as the case may be. The board shall be known by the name and title of "Board of Trustees of the Policemen's and Firemen's Death Benefit Fund".

SECTION 4. Section 3-8-060 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

3-8-060 Issuance of voucher.

Said board of trustees shall submit to the ~~comptroller~~ Comptroller a report of its findings, (~~including a certificate of the president of the board of health~~), stating that such death was the result of injury received in the performance of duty, in all cases where such is the determination of the board, naming the trustee bank and attaching a copy of the agreement made by it with the

trustee bank so named; and the ~~comptroller~~ Comptroller upon receipt of said report shall act in lieu of the ~~city clerk~~ City Clerk and issue the proper voucher, as contemplated by law, from appropriations made by the ~~city council~~ City Council.

SECTION 5. Section 9-124-030 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

9-124-030 Comfort and safety of passengers.

No person owning, leasing, or operating any street railroad cars, elevated railroad cars, or other railroad cars, which run from point to point within the ~~city~~ City, either on elevated, surface, or subway lines, shall permit any car to be used or operated on any of the public ways of said ~~city~~ City or on any part of the right-of-way of said person unless the following conditions are complied with:

(Omitted text is unaffected by this ordinance)

(k) There shall be securely posted in each car, where it may be conveniently read by the passengers, a copy of the above regulations of this section.

The ~~board of health~~ Commissioner of Public Health shall detail employees from the said ~~board~~ the Department of Public Health to make the investigation necessary to determine whether or not the sanitary provisions of this section are being complied with, and the ~~said board~~ Department of Public Health shall report the result of such investigation to the ~~corporation counsel~~ Corporation Counsel. The ~~council committee on local transportation~~ Committee on Transportation and Public Way may secure information necessary to determine whether or not all other provisions of this section are being complied with and to cooperate with the ~~corporation counsel~~ Corporation Counsel in securing the evidence necessary to the prosecution of violations of this section.

Any person guilty of violating any of the provisions of this section shall be fined not less than \$25.00 nor more than \$100.00 for each car operated in violation of this section, and each day of the operation of such car shall be considered a separate offense.

**ARTICLE VI.
EFFECTIVE DATE**

SECTION 1. This ordinance shall be effective upon passage and approval.

CALL FOR END TO U.S. EMBARGO AGAINST CUBAN TRADE AND TRAVEL.
[R2020-612]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a resolution calling for an end to the U.S. embargo against Cuban trade and travel introduced by Chairman Roderick T. Sawyer (R2020-612), begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the 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, 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.

The following is said resolution as adopted:

WHEREAS, Since March 14, 1958, the United States has maintained the most enduring trade embargo in the nation's history. Initially embargoing the sale of arms to Cuba during the Fulgencio Batista regime, an embargo on exports to Cuba except for food and medicine, was further imposed on October 19, 1960 after a successful revolution led to the deposition of the Batista regime and the installation of a regime by Fidel Castro who ordered the nationalization (without compensation) of Cuban oil refineries owned by United States corporations. On February 7, 1962, the embargo was again escalated to include almost all exports as relations with Castro continued to deteriorate; and

WHEREAS, On December 17, 2014, U.S. President Barack Obama and current Cuban President Raul Castro executed an agreement to reestablish diplomatic relations and cooperation between the two countries on certain matters of mutual interest. Despite executive decisions by President Obama easing some restrictive regulations, the main portions of the embargo affecting trade and travel continue in force; and

WHEREAS, Full restoration of trade and travel between the two countries would be of great benefit to both, particularly in the areas of food production, economic opportunities, education, health care, tourism, the arts, music and sports along with medical and biotechnological research; and

WHEREAS, The City of Chicago would greatly benefit by the restoration of trade with the Republic of Cuba, through permitting the export of industrial and agricultural products to this neighboring nation of 11 million people and the importation of Cuban products useful to Chicago such as life-saving medicines Herberprot-p and CIMAvax; and

WHEREAS, Businesses and institutions in Chicago have expressed a very strong interest in providing their products and services to Cuba, importing Cuban products, and cooperating with Cuban institutions in the development of pharmaceuticals and medical devices as well as biomedical research and procedures. Nevertheless, rather than continuing to move forward toward expansion of the initiatives on Cuba undertaken by his predecessor, the administration of the current President Donald Trump has increased travel and economic restrictions and expelled from the United States the greater part of the staff of the Cuban embassy in Washington, D.C.; and

WHEREAS, Unlike its predecessors, the Trump administration has refused to waive the clause in the Helms-Burton Act which allows lawsuits against foreign companies that do business with formerly private businesses in Cuba that were nationalized after the Cuban Revolution and has threatened to impose even harsher economic restrictions on trade and travel between Cuba and the United States; and

WHEREAS, The current United States policy toward Cuba is a special manifestation of disrespect to many African American people whose roots are so closely intertwined with those of the Cuban people in general and Afro-Cubans in particular. Additionally, these harshly regressive Cuban policies the Trump administration has fomented are hard on families in both Cuba and in the Cuban-American community in the United States, inasmuch as they divide families who have members in both countries. Such actions unfairly restrict the ability of Cuban Americans to send financial help (remittances) to their relatives in Cuba; and

WHEREAS, Chicago's citizens, institutions, and businesses are also negatively affected by these added restrictions that violate their right to travel and harm economic opportunities that enhanced trade with Cuba would initiate; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of February 2021 A.D., do hereby find that the embargo and travel restrictions as prejudicial to the interests of the citizens of this city, the United States, and Cuba as a violation of the rights of United States citizens and residents to travel to Cuba for educational research and cultural exchange. Furthermore, we urge the immediate restoration of engagement with the Republic of Cuba as initiated by President Barack Obama by promptly rescinding restrictive regulations and allowing the restoration of staffing to the Cuban embassy in Washington, D.C., as well as the U.S. embassy in Havana; and

Be It Further Resolved, That the United States Congress is urged to promulgate and pass legislation that will finally end the unsuccessful and harmful 59-year old economic, financial and commercial embargo, as well as the travel restrictions on U.S. citizens and residents to Cuba, and Cuban citizens to the United States; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Honorable Richard J. Durbin, the Honorable Tammy Duckworth, the Illinois Congressional Delegation, and the President of the United States of America.

Action Deferred -- RECOGNITION OF INDIA'S 72ND ANNIVERSARY OF REPUBLIC DAY AND CALL FOR CONDEMNATION OF VIOLENCE AGAINST CERTAIN CASTES AND FAITH GROUPS.

[SR2020-583]

The Committee on Health and Human Relations submitted the following report which was, on motion of Alderman Brookins, Alderman Burke and Alderman Lopez, *Deferred* and ordered published:

CHICAGO, February 24, 2021.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a substitute resolution calling for recognition of India's 72nd anniversary of Republic Day and call for condemnation of violence against certain castes and faith groups introduced by Alderwoman Maria Hadden (SR2020-583), begs leave to report and recommend that Your Honorable Body adopt the proposed substitute resolution 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.

The following is said proposed substitute resolution transmitted with the foregoing committee report:

WHEREAS, Recognizing that the City of Chicago is a sanctuary city, welcomes all regardless of their background; and

WHEREAS, The Chicago City Council expresses solidarity with Chicago's South Asian community regardless of religion and caste; and

WHEREAS, India celebrated its 72nd Republic Day on January 26, 2021, is the world's largest democracy, and has long shared a unique and important relationship with the United States in promoting common democratic values and human rights; and

WHEREAS, India is the birthplace of four major world religions, including Buddhism, Hinduism, Jainism, and Sikhism, is home to the world's second-largest Muslim population, and has historic Christian, Jewish, and Zoroastrian populations; and

WHEREAS, India's Constitution mandates a secular state that upholds the rights of all citizens to the freedoms of religion, expression, speech and to equal treatment before the law; and

WHEREAS, The U.S. Government's Commission on International Religious Freedom has recommended that India be designated as a country of particular concern for "engaging in and tolerating systematic, ongoing, and egregious religious freedom violations, as defined by the International Religious Freedom Act (IRFA)" and that the federal government "[i]mpose targeted sanctions on Indian government agencies and officials responsible for severe violations of religious freedom by freezing those individuals' assets and/or barring their entry into the United States under human rights-related financial and visa authorities, citing specific religious freedom violations; now, therefore,

Be It Resolved, The Chicago City Council rejects violence in the name of any faith, condemns all supremacist thought, calls for an end of divisions along faith lines; and

Be It Further Resolved, That in Kashmir, the Indian government should take all necessary steps to restore rights for all the people of Kashmir. Restrictions on dissent, such as preventing peaceful protests or shutting or slowing down the internet, weaken democracy.

The Chicago City Council has been disappointed by the measures that the government of India has taken with the implementation and aftermath of the National Register of Citizens in Assam and the passage of the Citizenship Amendment Act into law. These measures are inconsistent with the country's long tradition of secularism and with sustaining a multi-ethnic and multi-religious democracy; and

Be It Further Resolved, The City Council go on record urging the Government of India to:

- a) Respect the human rights of all people and adhere to international human rights law,
- b) Condemn, at the highest levels, all religiously motivated violence, including violence which targets religious minorities,
- c) Prosecute anyone actively inciting violence, including violence against peaceful protestors and journalists; and

Be It Further Resolved, That the City Council go on record urging our congressional delegation and new federal administration to support legislation and other action promoting secularism and tolerance in India.

Time Fixed For Next Succeeding Regular Meeting.

[O2021-782]

At this point in proceedings, Alderman Mitchell presented a proposed ordinance which reads as follows:

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

SECTION 1. Because an in-person meeting is not practical or prudent due to COVID-19, the next regular meeting of the City Council, in accordance with applicable law, shall be conducted by videoconference on Friday, February 26, 2021, beginning at 3:00 P.M., and shall provide for remote participation and remote viewing by members of the public.

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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

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

Alderman Lopez moved to return to the Regular Order of Business.

Alderman Harris moved to *Lay on the Table* Alderman Lopez's motion. The Clerk called the roll and the motion to lay on the table *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Thompson, Cárdenas, Quinn, Coleman, Moore, Curtis, O'Shea, Brookins, Rodriguez, Tabares, Scott, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Smith, Tunney, Cappleman, Osterman, Silverstein -- 38.

Nays -- Aldermen Beale, Burke, Lopez, Taylor, Sigcho-Lopez, Rodriguez-Sanchez, Ramirez-Rosa, Vasquez, Gardiner, Martin, Hadden -- 11.

Adjournment.

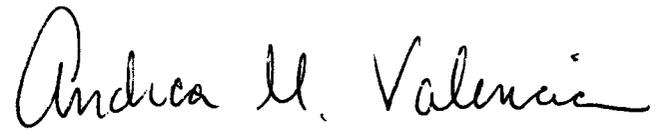
Thereupon, Alderman Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* by yeas and nays as follows:

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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

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

Thereupon, the City Council *Stood Adjourned* to meet in regular meeting on Friday, February 26, 2021, at 3:00 P.M.

A handwritten signature in cursive script that reads "Andrea M. Valencia". The signature is written in black ink and is positioned above the printed name and title.

ANDREA M. VALENCIA,
City Clerk.

APPENDIX A
LEGISLATIVE INDEX

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

Regular Meeting – Wednesday, February 24, 2021 (Virtual)

Main Category List

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

Regular Meeting – February 24, 2021

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Finance Funds

Lawsuits/Settlements

Municipal Code Amendments

Reports

Tax Incentives

Traffic

Tributes

United States Government

Water

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 |

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 |
| Coml. | Commercial |
| Comm. | Commerce/Commission |
| Condo | Condominium |
| Co-Op | Cooperative |

C

| | |
|---------|-----------------------------|
| 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 |
| F.F. | Firefighter |
| Filed | Placed on File |
| FOID | Firearm Owner's Identification Card |
| Fr. | Father |
| ft. | feet |
| f.k.a. | formerly known as |

Abbreviations And Acronyms

| | | | |
|---------------|---|------------------|--|
| G | | M | |
| Gen. Govt. | General Government | MOPD | Mayors Office for People with Disabilities |
| | | Msgr. Mun. | Monsignor Municipal |
| H | | N | |
| Hon. hrs. HUD | Honorable hours Housing and Urban Development | N | North |
| Hwy. HQ | Highway Headquarters | Natl. NFP | National Not-for-profit corporation |
| | | No. | Number |
| I | | O | |
| IDOT | Illinois Dept. of Transportation | Off. Org. | Officer Organization |
| IL | Illinois | | |
| Inc. | Incorporated | | |
| Ind. | Industries | | |
| Ins. | Insurance | P | |
| Insp. Gen. | Inspector General | pg(s) | page(s) |
| Inst'l | Institutional | PhD | Doctor of Philosophy |
| | | Pkg. | Package/Parking |
| | | Pkwy | Parkway |
| J | | Pl | Place |
| Jr. | Junior | Plz | Plaza |
| | | P.M. | Post Meridian |
| | | P.O. | Police Officer |
| L | | PFC | Private First Class |
| LCpl | Lance Corporal | | |
| LLC | Limited Liability Company | Q | |
| LP | Limited Partnership | Q1 | 1 st Quarter (Jan – Mar) |
| Lt. | Lieutenant | Q2 | 2 nd Quarter (Apr – Jun) |
| Ltd. | Limited | Q3 | 3 rd Quarter (Jul – Sep) |
| LUCHA | Latin United Community Housing Association | Q4 | 4 th Quarter (Oct – Dec) |
| | | | |
| M | | R | |
| Maj. | Major | RA | Very Reverend |
| M.B. | Master of Business Administration | Rd. | Road |
| MBE | Minority Business-Owned Enterprise | Re-Ref. Redevel. | Re-Referred Redevelopment |
| MWBE | Minority Women Business Enterprise | Ref. | Referred |
| | | Rehab | Rehabilitation |
| Mfg. | Manufacturing | Res. | Residence/Residential |
| MFT | Motor Fuel Tax | Rest. | Restricted |
| Mgmt. | Management | Rev. | Reverend |
| mins. | minutes | ROTC | Reserve Officer's Training Corps |

Abbreviations And Acronyms

R

ROW Right-of-way
 RR Railroad
 Rt. Rev. Right Reverend
 Ry. Railway
 RTA Regional Transportation Authority

S

S South
 SBIF Small Business Improvement Fund
 St. Saint
 Sch. School
 Sgt. Sergeant
 SFC. Sergeant First Class
 Sist. Sister
 Soc. Society
 Sq. Square
 Sr. Senior
 SSA Special Service Area
 SSgt. Staff Sergeant
 STEM Science, Technology, Engineering and Math
 Subdiv. Subdivision
 Supt. Superintendent

T

Terr Terrace
 Thru through
 TIF Tax Increment Financing
 Trans. Transportation

W

W West

Y

YMCA Young Men's Christian Association
 YWCA Young Women's Christian Association

Zoning Districts

B Business
 BPD Business Planned Development
 BEPD Business Entertainment Planned Development
 C Commercial
 CPD Commercial Planned Development
 DC Downtown Core
 DX Downtown Mixed-Use
 DR Downtown Residential
 DS Downtown Service
 IPD Institutional Planned Development
 M Manufacturing
 MPD Manufacturing Planned Development
 PD Planned Development
 PMD Planned Manufacturing
 POS Parks and Open Space
 R Residential
 RM Residential Multi-Unit
 RBPD Residential-Business Planned Development
 RIPD Residential-Institutional Planned Development
 RPD Residential Planned Development
 RS Residential Single Unit (Detached House)
 RBIPD Residential Business Institutional Planned Development
 RT Residential Two-Flat, Townhouse and Multi-Unit
 SD Special Character Overlay
 T Transportation
 WPD Waterway Planned Development
 WBPD Waterway Business Planned Development
 WHPD Waterway-Heliport Planned Development
 WIPD Waterway Industrial Planned Development

OFFICE OF THE CITY CLERK

Date: 2/24/2021

CITY COUNCIL LEGISLATIVE INDEX

1

AGREEMENTS

Intergovernmental

Chicago Park District
401 W 123rd St
Provision of tax increment financing funds for West Pullman Park improvements
Lightfoot (Mayor) SO2021-441
Referred [C.J.p. 26247] Finance
Passed as Substitute

Chicago Park District
1817 W 96th St
Provision of tax increment financing funds for ADA access improvements, window replacement, masonry restoration and electrical upgrades in Ridge Park
Lightfoot (Mayor) O2021-765
Referred [C.J.p. 27517] Finance

Chicago Park District
4701 N Ashland Ave
Provision of tax increment financing funds for Chase Park playground rehabilitation, soft surface replacement, access paving and landscape restoration
Lightfoot (Mayor) O2021-774
Referred [C.J.p. 27517] Finance

Chicago Park District
6200 W Bloomingdale Ave
Provision of tax increment financing funds for Amundsen Park playground rehabilitation, soft surface replacement, equipment upgrades, access paving and landscape restoration
Lightfoot (Mayor) O2021-778
Referred [C.J.p. 27517] Finance

Chicago Park District
5531 S Dr Martin Luther King Jr Dr
Provision of tax increment financing funds for Washington (George) Park playground rehabilitation, soft surface replacement, equipment upgrades, access paving and landscape restoration
Lightfoot (Mayor) O2021-777
Referred [C.J.p. 27517] Finance

AGREEMENTS

Intergovernmental

Chicago Park District
6100 W Fullerton Ave
Provision of tax increment financing funds for architect/engineering design services, major fieldhouse renovation with connection to new public school, exterior building envelope, roof, HVAC, and ADA access improvements in Riis Park
Lightfoot (Mayor) O2021-766
Referred [C.J.p. 27517] Finance

Chicago Park District
4615 W Jackson Blvd
Provision of tax increment financing funds for Clark Park pool reconstruction, drainage replacement, access paving improvement and landscape restoration
Lightfoot (Mayor) O2021-757
Referred [C.J.p. 27517] Finance

Chicago Park District
2240 N Kilbourn Ave
Provision of tax increment financing funds for Hermosa Park Field house renovation and repair, lighting and pedestrian seating
Lightfoot (Mayor) O2021-755
Referred [C.J.p. 27517] Finance

Chicago Park District
2708 W Lawrence Ave
Provision of tax increment financing funds for Gross Park playground rehabilitation, soft surface replacement, access paving and landscape restoration
Lightfoot (Mayor) O2021-762
Referred [C.J.p. 27517] Finance

Chicago Park District
5001 N Leavitt St
Provision of tax increment financing funds for Winnemac Park playground rehabilitation, soft surface replacement, fencing, access paving and landscape restoration
Lightfoot (Mayor) O2021-776
Referred [C.J.p. 27517] Finance

OFFICE OF THE CITY CLERK
CITY COUNCIL LEGISLATIVE INDEX

AGREEMENTS

Intergovernmental

Chicago Park District
3609 S Lituania Ave, 837 W 36th St
Expenditure of Open Space Impact Fee funds for
Donovan Park expansion
Lightfoot (Mayor) O2021-780
Referred [C.J.p. 27521] Special Events

Chicago Park District
421 W Locust St
Provision of tax increment financing funds for
rehabilitation of Durso Park playground, soft
surface replacement, access paving and
landscape restoration
Lightfoot (Mayor) O2021-756
Referred [C.J.p. 27517] Finance

Chicago Park District
4437 N Magnolia Ave
Provision of tax increment financing funds for
Broncho Billy Park playground rehabilitation, soft
surface replacement, access paving and
landscape restoration
Lightfoot (Mayor) O2021-771
Referred [C.J.p. 27517] Finance

Chicago Park District
4630 N Milwaukee Ave
Provision of tax increment financing funds for
replacement with new interactive water feature,
and improvement of fencing, paving, and
landscape restoration in Wilson (Frank J.) Park
Lightfoot (Mayor) O2021-775
Referred [C.J.p. 27517] Finance

Chicago Park District
3542 S Richmond St
Provision of tax increment financing funds for
Brighton Park playground rehabilitation, soft
surface replacement, equipment upgrades,
access paving and landscape restoration
Lightfoot (Mayor) O2021-779
Referred [C.J.p. 27517] Finance

AGREEMENTS

Intergovernmental

Chicago Park District
62 W Roosevelt Rd
Provision of tax increment financing funds for
playground, tennis court, fitness station
improvements, access paving, pedestrian seating,
lighting and landscape restoration in Roosevelt
Park
Lightfoot (Mayor) O2021-767
Referred [C.J.p. 27517] Finance

Chicago Park District
11555 S Stony Island Ave
Provision of tax increment financing funds for Big
Marsh Park boardwalks, pavilions, plaza and
camping platform
Lightfoot (Mayor) O2021-770
Referred [C.J.p. 27517] Finance

Chicago Park District
1313 S Throop St
Provision of tax increment financing funds for
renovation of fieldhouse windows and roof domes,
HVAC system and pool area dehumidification in
Fosco Park
Lightfoot (Mayor) O2021-760
Referred [C.J.p. 27517] Finance

Chicago Park District
3770 S Wentworth Ave
Provision of tax increment financing funds for
rehabilitation of playground, soft surface
replacement, access paving and landscape
restoration in Wentworth Gardens Park
Lightfoot (Mayor) O2021-768
Referred [C.J.p. 27517] Finance

Chicago Park District at Donovan Park
3609 S Lituania Ave
Tax increment financing (TIF) funds for additional
lot and improvements
Lightfoot (Mayor) O2021-442
Referred [C.J.p. 26247] Finance
Passed [C.J.p. 27586]

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AGREEMENTS

Intergovernmental

Chicago Park District Austin Town Hall fieldhouse
5610 W Lake St
Site access and auditorium improvements using
tax increment financing (TIF) funds
Lightfoot (Mayor) O2021-432
Referred [C.J.p. 26247] Finance
Passed [C.J.p. 27567]
First amendment to ordinance revising City of Joliet
Water Supply Preliminary Agreement and
establishing advisory council regarding Lake
Michigan water supply agreements
Lightfoot (Mayor) O2021-420
Referred [C.J.p. 26248] Finance
Passed [C.J.p. 27532]

Lease

Music and Dance Theater Chicago, Inc., d.b.a.
Harris Theater for Music and Dance, formerly
Music and Dance Theater Chicago
Second amendment to Ground Lease Agreement
regarding City's additional use rights and revised
rental and expense contribution fees for Pritzker
Stage and associated properties of Millennium
Park North and South Promenades, the Terrace,
and certain venues at Chicago Cultural Center
Lightfoot (Mayor) O2021-791
Referred [C.J.p. 27520] Housing

Miscellaneous

Brainerd Senior LLC
8901-8925 S Loomis Blvd
Transfer and negotiation of mortgage, note and
federal HOME Investment Partnership Program
from original borrower, C & F 39th & Loomis Joint
venture
Lightfoot (Mayor) O2021-790
Referred [C.J.p. 27517] Finance

APPOINTMENTS

Andrade, Nancy
Chicago Commission on Human Relations
(Member and Chair)
Lightfoot (Mayor) A2021-16
Referred [C.J.p. 26239] Health
Approved [C.J.p. 27656]

APPOINTMENTS

Barszcz, Kevin
Advisory Council on Veterans (Member)
Lightfoot (Mayor) A2021-8
Referred [C.J.p. 26233] Health
Approved [C.J.p. 27647]
Bennett, Walidah G.
Advisory Council on Veterans (Member)
Lightfoot (Mayor) A2021-9
Referred [C.J.p. 26233] Health
Approved [C.J.p. 27648]
Field, Jerry J.
Advisory Council on Veterans (Member)
Lightfoot (Mayor) A2021-10
Referred [C.J.p. 26234] Health
Approved [C.J.p. 27649]
Flagg, James J.
Advisory Council on Veterans (Member)
Lightfoot (Mayor) A2021-11
Referred [C.J.p. 26235] Health
Approved [C.J.p. 27650]
Gutierrez, Frank
Advisory Council on Veterans (Member)
Lightfoot (Mayor) A2021-12
Referred [C.J.p. 26236] Health
Approved [C.J.p. 27651]
Marty, Branden R.
Advisory Council on Veterans (Member)
Lightfoot (Mayor) A2021-23
Referred [C.J.p. 26236] Health
Approved [C.J.p. 27652]
Miles, Beverly V.
Advisory Council on Veterans (Member)
Lightfoot (Mayor) A2021-13
Referred [C.J.p. 26237] Health
Approved [C.J.p. 27653]
Moreno, Michael A., Jr.
Little Village Commission (Special Service Area
No. 25) (Member)
Lightfoot (Mayor) A2021-24
Referred Economic

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APPOINTMENTS

Muellner, Evan
 West Town Commission (Special Service Area No. 29-2014) (Member)
 Lightfoot (Mayor) A2021-27
 Referred [C.J.p. 27514] Economic

Odom, Terrell L.
 Advisory Council on Veterans (Member)
 Lightfoot (Mayor) A2021-14
 Referred [C.J.p. 26238] Health
 Approved [C.J.p. 27654]

Oliveri, Joe
 Six Corners Commission (Special Service Area 28-2014) (Member)
 Lightfoot (Mayor) A2021-25
 Referred [C.J.p. 27513] Economic

Osoria, Mariana
 Advisory Council on New Americans (Member)
 Lightfoot (Mayor) A2021-7
 Referred [C.J.p. 26232] Health
 Approved [C.J.p. 27646]

Skuibidia, Iulia
 West Town Commission (Special Service Area No. 29-2014) (Member)
 Lightfoot (Mayor) A2021-26
 Referred [C.J.p. 27514] Economic

Webb, Brent M.
 Advisory Council on Veterans (Member)
 Lightfoot (Mayor) A2021-15
 Referred [C.J.p. 26239] Health
 Approved [C.J.p. 27655]

BUDGET & APPROPRIATIONS

Annual Appropriation Ordinance

Year 2021

Fund No. 925 amendment
 Dept. of Aviation, Office of Budget and Management, Dept. of Assets, Information and Services, Dept. of Public Health and Dept. of Business Affairs and Consumer Protection
 Lightfoot (Mayor) O2021-747
 Referred [C.J.p. 27518] Budget

BUDGET & APPROPRIATIONS

Annual Appropriation Ordinance

Year 2021

Fund No. 925 amendment
 Mayor's Office, Office of Budget and Management, Dept. of Housing, Dept. of Public Health, Dept. of Planning and Development
 Lightfoot (Mayor) SO2021-414
 Referred [C.J.p. 26248] Budget
 Deferred and Published [C.J.p. 27641]

CITY COUNCIL

Miscellaneous

Recognition of February as Black History Month
 Lightfoot (Mayor) R2021-223
 Adopted [C.J.p. 27506]

Recognition of India's 72nd Republic Day, condemnation of faith-based violence and call for Indian government to adhere to international human rights law and restore rights for people of Kashmir
 Hadden (49), and Others SR2020-583
 Referred [C.J.p. 19885] Health
 Deferred and Published [C.J.p. 27700]

Regular Meetings

February 26, 2021 at 3:00 P.M. (Virtual Meeting)
 Friday
 Mitchell (7) O2021-782
 Passed [C.J.p. 27702]

CITY DEPARTMENTS/AGENCIES

City Treasurer

Preliminary annual report of 2020 overall income, asset allocation, cash position and portfolio credit quality
 Dept./Agency F2021-19
 Filed [C.J.p. 27523]

Statement of updated Investment Policy
 Dept./Agency F2021-18
 Filed [C.J.p. 27523]

Civilian Office of Police Accountability
 Annual Report (2020)
 Dept./Agency F2021-24
 Filed [C.J.p. 27524]

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CITY DEPARTMENTS/AGENCIES

Cultural Affairs

Department of Cultural Affairs and Special Events
(DCASE)
Authorization for 2021 annual programs and
events contract expenditures
Lightfoot (Mayor) O2021-781
Referred [C.J.p. 27522] Special Events

Inspector General

Report on Chicago's response to George Floyd
protests and unrest
Dept./Agency F2021-22
Filed [C.J.p. 27524]

CLAIMS

Damage to Property

Dang, Liu V.
Misc. Transmittal CL2021-79
Referred [C.J.p. 27531] Finance
Godin, Samantha
Misc. Transmittal CL2021-77
Referred [C.J.p. 27531] Finance
Golden, Bruce P.
Misc. Transmittal CL2021-70
Referred [C.J.p. 27531] Finance
Golden, Bruce P.
Misc. Transmittal CL2021-78
Referred [C.J.p. 27531] Finance
Gonzales, Rita
Misc. Transmittal CL2021-66
Referred [C.J.p. 27531] Finance
Hruska, Charles J., IV
Misc. Transmittal CL2021-80
Referred [C.J.p. 27531] Finance
Toolis, Dolores
Misc. Transmittal CL2021-86
Referred [C.J.p. 27532] Finance
Woods, Helen
Misc. Transmittal CL2021-67
Referred [C.J.p. 27532] Finance

Damage to Vehicle

Allstate Ins. and Sapon, Christopher
Misc. Transmittal CL2021-68
Referred [C.J.p. 27531] Finance

CLAIMS

Damage to Vehicle

Auston, Lamont
Misc. Transmittal CL2021-87
Referred [C.J.p. 27531] Finance
Butler, Rhonda L.
Misc. Transmittal CL2021-82
Referred [C.J.p. 27531] Finance
Hernandez, Daniel A.
Misc. Transmittal CL2021-71
Referred [C.J.p. 27531] Finance
Lagunas, Alejandro M.
Misc. Transmittal CL2021-89
Referred [C.J.p. 27531] Finance
Lee-Palmer, Patrick C.
Misc. Transmittal CL2021-88
Referred [C.J.p. 27531] Finance
Nanthavinh, Vinhnithsoug M.
Misc. Transmittal CL2021-84
Referred [C.J.p. 27531] Finance
Ortiz, Victor E.
Misc. Transmittal CL2021-83
Referred [C.J.p. 27532] Finance
Progressive Ins. and Matthews, Geneva
Misc. Transmittal CL2021-81
Referred [C.J.p. 27532] Finance
Torres, Jose M.
Misc. Transmittal CL2021-69
Referred [C.J.p. 27532] Finance
Damage to Vehicle - Pothole
Brazelton-Sykes, Pamela A.
Misc. Transmittal CL2021-75
Referred [C.J.p. 27531] Finance
DeRaedt, Kyle A.
Misc. Transmittal CL2021-76
Referred [C.J.p. 27531] Finance
Evans, Laverne
Misc. Transmittal CL2021-74
Referred [C.J.p. 27531] Finance
Lee, Richard J.
Misc. Transmittal CL2021-85
Referred [C.J.p. 27531] Finance

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CLAIMS

Damage to Vehicle - Pothole

Oliva, Priscilla
 Misc. Transmittal CL2021-72
 Referred [C.J.p. 27532] Finance

Small Claims

Abogunrin, Kimberly N. and sundry others
 Waguespack (32) CL2021-65
 Direct Introduction Finance
 Failed to [C.J.p. 27632]
 Pass
 Paoletti, James and sundry others
 Waguespack (32) Or2021-33
 Direct Introduction Finance
 Passed [C.J.p. 27629]

COMMENDATIONS & DECLARATIONS

Chicago Fire Dept.
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]
 Chicago Police Dept.
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]
 Chicago Public Library
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]
 Dept. of Assets, Information and Services
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]
 Dept. of Aviation
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]

COMMENDATIONS & DECLARATIONS

Dept. of Buildings
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]
 Dept. of Streets and Sanitation
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]
 Dept. of Transportation
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]
 Dept. of Water Management
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]
 Office of Emergency Management and Communications
 Gratitude to City employees for diligence in snow removal following record-tying snowfall
 Lightfoot (Mayor) R2021-222
 Adopted [C.J.p. 27509]

ENERGY/ENVIRONMENTAL ISSUES

Open Space Impact Fees

Chicago Park District - Donovan Park expansion
 3609 S Litanica Ave, 837 W 36th St
 Expenditure of funds for acquisition and remediation of vacant parcel
 Lightfoot (Mayor) O2021-780
 Referred [C.J.p. 27521] Special Events

EXECUTIVE ORDERS & PROCLAMATIONS

Executive Order No. 2021-1 (Access to Information Regarding Alleged Police Misconduct)
 Lightfoot (Mayor) F2021-20
 Filed [C.J.p. 27523]

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FINANCE FUNDS

Transfer

Committee on Committees and Rules
 Appropriation for rental of equipment and services
 Harris (8) O2021-114
 Referred [C.J.p. 27457] Budget
 Passed [C.J.p. 27637]
 Committee on License and Consumer Protection
 Appropriation for contractual services
 Mitts (37) O2021-344
 Referred [C.J.p. 27480] Budget
 Passed [C.J.p. 27639]

JOURNAL CORRECTIONS

Year 2019

Replacing duplicated p. 4496 with omitted p. 4596
 in Committee on Finance's July 2019 Judgment
 and Settlement Report (F2019-123)
 September 18, 2019, C.J. p. 4596
 Valencia (Clerk) O2021-617
 Referred [C.J.p. 27532]

LAWSUITS/SETTLEMENTS

Lawsuits

Ashanti Franklin, on behalf of herself and on behalf
 of John Doe, a minor, Romell Franklin, and Ariana
 Franklin v. City of Chicago, a municipal corporation,
 Sergeant John Graham (Star #1071), Officer Jason
 Acevedo (Star #11683), Officer Jason Edwards
 (Star #19173), Officer Kevin Hawkins (Star
 #13471), Officer Williams Hronopoulos (Star
 #39785) and Ben Mulligan, cited as 18CV 06281
 (N.D. IL.)
 Dept./Agency Or2021-45
 Direct Introduction Finance
 Passed [C.J.p. 27627]
 Pamela Anderson, Individually and as Independent
 Administrator of the Estate of James Anderson,
 deceased, vs. City of Chicago, a Municipal
 Corporation, and Officer Christopher Ramey,
 individually and as agent, servant and employee of
 the City of Chicago, cited as 2016 L 3346 (Circuit
 Court of Cook County, Illinois)
 Lightfoot (Mayor) Or2021-42
 Direct Introduction Finance
 Passed [C.J.p. 27626]

LAWSUITS/SETTLEMENTS

Report of Settlements

Month of January 2021
 Dept./Agency F2021-23
 Direct Introduction Finance
 Filed [C.J.p. 27635]

MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 44 Dept. of Housing

2-44-135 (new) (a) thru (i) imposing surcharges for
 residential demolition permits in Pilsen and 606
 Trail residential areas under pilot program expiring
 April 1, 2022

Lightfoot (Mayor), and Others O2021-746
 Referred [C.J.p. 27515] Finance

Ch. 60 Dept. of Law

2-60-020 (d) modifying provision authorizing
 Corporation counsel to defend and appear for any
 employee of department of health, requiring that
 Dept. of Public Health shall now submit
 expenditures from department appropriations to
 Comptroller

Lightfoot (Mayor) O2021-458
 Referred [C.J.p. 26246] Health
 Passed [C.J.p. 27657]

Ch. 112 Dept. of Public Health

2-112-010 thru 2-112-340 renaming Chapter
 heading to read Department of Public Health,
 renumbering and modifying various provisions
 under Chapter

Lightfoot (Mayor) O2021-458
 Referred [C.J.p. 26246] Health
 Passed [C.J.p. 27657]

2-112-160 (a) authorizing Commissioner to contract
 with person to act as public health authority to
 collect, receive and maintain confidential
 information, records, specimens and data for
 purposes of preventing or controlling disease,
 injury or disability

Dept./Agency O2021-561
 Direct Introduction Budget
 Passed [C.J.p. 27635]

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MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 120 Commissioners & Commissions

2-120-130 thru 2-120-160 (new Article IV) establishing Board of Health to include composition, required meetings and organization, powers and duties, and terms of service

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

2-120-780 modifying provision governing remedy for permit applications preliminarily disapproved by Commission

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

2-120-825 (c) modifying provision governing permits for demolition of landmarks with required City Council approval

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

Ch. 152 Officers & Employees

2-152-300 modifying provision pertaining to operation expense annual estimates

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

Title 3 - Revenue & Finance

Ch. 8 Policemen's & Firemen's Death Benefit Fund

3-8-030 modifying composition of Board of Trustees

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

3-8-040 modifying provision governing issuance of vouchers

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 4 General Licensing Provisions

4-4-005 modifying definitions within Chapter pertaining to departments and commissioners

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

Ch. 6 Regulated Business License

4-6-040 thru 4-6-300 modifying provisions governing tattooing, body piercing and tanning facilities, adult family care center, assisted living establishment, long-term care facility, adult family care home, hospitals, bed-and-breakfast establishments, vacation rentals, and definitions regarding food-processing establishment

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

Ch. 12 Farmers' Markets

4-12-010 modifying definition of approved food-processing establishment

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

Ch. 14 Shared Housing Units

4-14-040 (b) modifying provision pertaining to legal duties of shared housing hosts required for food handling safety

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

Ch. 60 Liquor Dealers

4-60-074 (a) (h) modifying provision for revocation of Riverwalk Venue liquor licenses

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

4-60-181 modifying provision pertaining to revocation orders not stayed by appeal

Lightfoot (Mayor) O2021-458
Referred [C.J.p. 26246] Health
Passed [C.J.p. 27657]

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 64 Tobacco Dealers

4-64-220 (a) modifying provision governing periodic inspections now under Dept. of Public Health

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

4-64-300 modifying provision governing furnishing inspection sample requirement now under Dept. of Public Health

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

Ch. 68 Ambulances

4-68-040 modifying provisions governing ambulance maintenance and change of ownership

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

Ch. 75 Children's Services Facility

4-75-030, 4-75-130, 4-75-210 modifying provision governing license application requirements for children's service facilities service as day care centers

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

Ch. 152 Wholesale Drug, Chemical or Paint Stores

4-152-050 modifying regulation of food products now under Dept. of Public Health

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

Ch. 224 Manufacturing Establishments

4-224-013 modifying provision restricting machine shop operations at night, with Dept. of Public Health having authority to treat prohibited night operations as public nuisance, and abate same

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 360 Vendor Licensing & Regulation at Navy Pier

4-360-010, 4-360-050, 4-360-110 capitalizing Commissioner and Department name

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

Ch. 364 Warehouses

4-364-020 capitalizing Commissioner and Department name

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

Ch. 388 Rooftops in Wrigley Field Adjacent Area

4-388-080 modifying provision governing special club licensees, and applicability of Code

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

Title 7 - Health & Safety

Ch. 20 Contagious & Epidemic Diseases

7-20-010 through 7-20-040 and 7-20-060 replacing authority or reporting agency over contagious, epidemic, communicable and venereal diseases now under Dept. of Public Health

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

7-20-130 modifying penalty provision

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

Ch. 28 Health Nuisances

7-28-530 modifying authority over vault construction now under Dept. of Public Health

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

7-28-610 modifying authority over temporary toilet facilities now under Dept. of Public Health

| | |
|-------------------------|-----------|
| Lightfoot (Mayor) | O2021-458 |
| Referred [C.J.p. 26246] | Health |
| Passed [C.J.p. 27657] | |

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MUNICIPAL CODE AMENDMENTS

Title 7 - Health & Safety

Ch. 44 Extermination by Fumigation.

7-44-010, 7-44-040, 7-44-130, 7-144-140
modifying provisions governing, and jurisdiction
over extermination, fumigation, food product
special safety measures and fire safety measures

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-458 |
| Referred | [C.J.p. 26246] | Health |
| Passed | [C.J.p. 27657] | |

Title 9 - Vehicles, Traffic & Rail Transportation

**Ch. 124 Transportation Services & Rail
Transportation**

9-124-030 modifying provision authorizing
Commissioner of Public Health and Committee on
Transportation and Public Way to investigate rail
transportation sanitation compliance with penalties
for each rail car not in posting compliance with
applicable regulations

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-458 |
| Referred | [C.J.p. 26246] | Health |
| Passed | [C.J.p. 27657] | |

Title 17 - Chicago Zoning Ordinance

Ch. 12 Signs

17-12-0601-C (1) individual letter sign extension
maximum increased to 25% of square footage

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-745 |
| Referred | [C.J.p. 27516] | Zoning |

17-12-1003-E syntax, clerical and exception
changes in area and sign height table standards in
B, C, M, DC, DX and DS districts

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-745 |
| Referred | [C.J.p. 27516] | Zoning |

17-12-1005-D (1)(9)(10)(11) adding high-rise sign
change exception if in planned development with a
principal tenant meeting certain structure
exceptions, principal tenant qualifying limitations
exceptions

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-745 |
| Referred | [C.J.p. 27516] | Zoning |

PERMITS/LICENSE/FEE EXEMPTIONS

Free Permits

Chicago Board of Education or its contractors

With associated fee waivers regarding its
buildings, facilities and projects used for public or
governmental purposes

| | | |
|------------------------------------|----------------|------------|
| Lightfoot (Mayor), Scott, Jr. (24) | | O2020-5785 |
| Referred | [C.J.p. 23981] | Finance |
| Passed | [C.J.p. 27624] | |

PROPERTY

Sale

Bell, Kinia D.

1253 S Karlov Ave

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-785 |
| Referred | [C.J.p. 27520] | Housing |

Cain Fulton, Hattie L.

5428 S Princeton Ave

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-788 |
| Referred | [C.J.p. 27520] | Housing |

Cement 3 LLC

1910 S Prairie Ave

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-784 |
| Referred | [C.J.p. 27520] | Housing |

Jawdi, Saad

2152 W Adams St

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-786 |
| Referred | [C.J.p. 27520] | Housing |

Lee, Dwight

2934 W Fulton St

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-787 |
| Referred | [C.J.p. 27520] | Housing |

VH Masonry Construction Co.

5108 W Lake St, 5062 W Lake St

| | | |
|-------------------|----------------|-----------|
| Lightfoot (Mayor) | | O2021-783 |
| Referred | [C.J.p. 27520] | Housing |

REPORTS

Annual

City Treasurer's preliminary annual report of 2020
overall income, asset allocation, cash position and
portfolio credit quality

| | | |
|--------------|----------------|----------|
| Dept./Agency | | F2021-19 |
| Filed | [C.J.p. 27523] | |

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REPORTS

Annual

Civilian Office of Police Accountability Annual Report (2020)

Dept./Agency F2021-24
 Filed [C.J.p. 27524]

Miscellaneous

Inspector General's report on Chicago's response to George Floyd protests and unrest

Dept./Agency F2021-22
 Filed [C.J.p. 27524]

TAX INCENTIVES

Class 6(b)

ADCO Superior Properties LLC
 4616-4624 W Superior St

Lightfoot (Mayor) O2021-754
 Referred [C.J.p. 27519] Economic

Tara Management Co.
 1100 W 37th St

Lightfoot (Mayor) O2021-752
 Referred [C.J.p. 27519] Economic

TRIBUTES

Lewis, Karen

Lightfoot (Mayor), and Others R2021-224
 Adopted [C.J.p. 27503]

UNITED STATES GOVT.

Call for US Congress to end embargo against Cuban trade and travel

Sawyer (6), and Others R2020-612
 Referred [C.J.p. 20999] Health
 Adopted [C.J.p. 27698]

WATER

Establishment of advisory council regarding Lake Michigan water supply agreements and First amendment to original ordinance revising City of Joliet Water Supply Preliminary Agreement

Lightfoot (Mayor) O2021-420
 Referred [C.J.p. 26248] Finance
 Passed [C.J.p. 27532]

ZONING RECLASSIFICATIONS

Map No. 1-G

160 N Morgan LLC

160 N Morgan St, 180 N Morgan St
 App No. 20631, C1-2 to DX-7 then RBPD

Misc. Transmittal O2021-631
 Referred [C.J.p. 27529] Zoning

EZMB LLC

1513 W Erie St
 App No. 20616T1, RS-3 to RM-4.5

Misc. Transmittal O2021-614
 Referred [C.J.p. 27526] Zoning

Map No. 1-H

1625 W Warren Blvd LLC

1625 W Warren Blvd
 App No. 20621, RT-4 to RM-4.5

Misc. Transmittal O2021-606
 Referred [C.J.p. 27529] Zoning

MP 140 Ashland LLC

140 N Ashland Ave
 App No. 20630, RM-5 to B3-5 then RBPD

Misc. Transmittal O2021-619
 Referred [C.J.p. 27528] Zoning

Map No. 1-J

Cox, James

459 N Hamlin Ave
 App No. 20626, RT-4 to B3-2

Misc. Transmittal O2021-628
 Referred [C.J.p. 27526] Zoning

Map No. 2-I

Coarda, Cornel and Maria

2636 W Adams St
 App No. 20627T1, M1-2 to B2-3

Misc. Transmittal O2021-626
 Referred [C.J.p. 27526] Zoning

Map No. 3-H

Foxtrot Ventures, Inc.

1576 N Milwaukee Ave
 App No. 20635, B2-2 to C2-2

Misc. Transmittal O2021-635
 Referred [C.J.p. 27527] Zoning

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ZONING RECLASSIFICATIONS

Map No. 4-G

1300 Ashland Opportunity LLC
 1319-1325 S Ashland Ave, 1542-1554 W Hastings St
 App No. 20636T1, B1-1 to B3-5
 Misc. Transmittal O2021-637
 Referred [C.J.p. 27529] Zoning

Map No. 4-I

Cloud Property Management LLC, 2650 Series
 2650 W 21st Pl
 App No. 20623, RT-4 to RM-4.5
 Misc. Transmittal O2021-604
 Referred [C.J.p. 27526] Zoning

Map No. 5-F

1628 North Wells LLC
 1628-1630 N Wells St
 App No. 20628T1, B1-1 to B3-5
 Misc. Transmittal O2021-625
 Referred [C.J.p. 27530] Zoning

Map No. 5-G

Nuelle, Kristen
 2014 N Dayton St
 App No. 20620, RM4.5 to RT4
 Misc. Transmittal O2021-607
 Referred [C.J.p. 27529] Zoning

Map No. 5-H

2219 North Hamilton LLC
 2101-2125 W Lyndale St, 2200-2240 N Hoyne Ave, 2100-2124 W Webster Ave and 2201-2243 N Hamilton Ave
 App No. 20632, RT-4 to IRPD
 Misc. Transmittal O2021-632
 Referred [C.J.p. 27530] Zoning

Map No. 7-K

4179 Belmont LLC
 4173-4179 W Belmont Ave
 App No. 20626T1, M1-1 to B2-3
 Misc. Transmittal O2021-629
 Referred [C.J.p. 27530] Zoning

ZONING RECLASSIFICATIONS

Map No. 9-K

Northwestern Memorial HealthCare
 4435-4471 W Irving Park Rd, 3942-3956 N Kenneth Ave, and 3943-3957 N Kilbourn Ave
 App No. 20634T1, B3-1 and RS-2 to B3-3
 Misc. Transmittal O2021-634
 Referred [C.J.p. 27528] Zoning

Map No. 10-K

Leanos, Salvador
 4144 W 47th St
 App No. 20617, RS3 to B2-1
 Misc. Transmittal O2021-610
 Referred [C.J.p. 27528] Zoning

Map No. 11-J

Landau, Ryan
 4457 N Spaulding Ave
 App No. 20624, RS-3 to RM-4.5
 Misc. Transmittal O2021-630
 Referred [C.J.p. 27527] Zoning

Map No. 13-L

Chicago Arts Center, The
 5415 W Higgins Ave, 5374 W Lawrence Ave
 App No. 20629, B3-1 and B3-2 to B3-3 to ARPD
 Misc. Transmittal O2021-623
 Referred [C.J.p. 27525] Zoning

Map No. 13-N

6603 W Higgins Ltd.
 6603 W Higgins Ave
 App No. 20619T1, RS3 to B1-2
 Misc. Transmittal O2021-608
 Referred [C.J.p. 27530] Zoning

Map No. 15-H

King, Rene/Cooper, Jonathan
 5717 N Ravenswood Ave
 App No. 20638, C1-1 to RS-3
 Misc. Transmittal O2021-636
 Referred [C.J.p. 27527] Zoning

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ZONING RECLASSIFICATIONS

Map No. 15-I

Abraham, Martin

5639 N Artesian Ave

App No. 20615, RS-3 to RM-4.5

Misc. Transmittal

O2021-616

Referred [C.J.p. 27525]

Zoning

Map No. 17-H

6632 North Clark LLC

6632-6634 N Clark St

App No. 20618T1, C2-2 to B2-3

Misc. Transmittal

O2021-609

Referred [C.J.p. 27531]

Zoning

Map No. 20-B

Great Lakes Academy Support Corp.

8442 S Marquette Ave

App No. 20622, RS3 to RT4

Misc. Transmittal

O2021-605

Referred [C.J.p. 27527]

Zoning

Map No. 24-H

McCormick, Jacquelyn

1841-1855 W 95th St

App No. 20637, B1-1 to C1-1

Misc. Transmittal

O2021-638

Referred [C.J.p. 27528]

Zoning

Map No. 26-H

Country and Western LLC

10921-10931 S Western Ave

App No. 20633T1, RS-1 to C1-2

Misc. Transmittal

O2021-633

Referred [C.J.p. 27526]

Zoning

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