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COPY



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

Regular Meeting -- Wednesday, June 21, 2023

at 10:00 A.M.

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

OFFICIAL RECORD.

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, June 21, 2023

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Attendance At Meeting.

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

Absent -- None.

Call To Order.

On Wednesday, June 21, 2023 at 10:00 A.M., the Honorable Brandon Johnson, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Moore, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 45.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderperson Vasquez submitted a request, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely for medical reasons.

Thereupon, on motion of Alderperson Lopez, the request by Alderperson Vasquez to attend the meeting remotely was *Accepted* by a viva voce vote, resulting in a quorum of 46 alderpersons.

Pledge Of Allegiance.

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

Invocation.

Pastor Kensen Lam of the Park Community Church-Bridgeport 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:

Aaron Turner

George Blakemore

Myron Byrd

Victor Murray

R. L. Brooks

Oscar Ortiz

Roosevelt Daniel

Dr. Denise Goring

Melvin Bailey

Jessica Jackson

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

Mary Sue Barret

The following members of the general public submitted written comments to the City Council:

John Paul Jones

Victor Murray

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- DECLARATION OF JUNE 21, 2023 AS ALPHA KAPPA ALPHA SORORITY DAY IN CHICAGO.

[R2023-0001221]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with City Clerk Valencia and Alderpersons Villegas, Cruz, Hadden, Martin, Chico, Rodriguez, O'Shea, Mosley, Nugent, Vasquez, Lawson, Sigcho-Lopez, Ervin, Hopkins, Mitts, Waguespack and Scott, a resolution honoring Alpha Kappa Alpha Sorority, Inc.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Aldersperson 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, In recognition of its service and appreciation of its positive community outreach, the Mayor and members of this chamber are pleased to honor the Chicagoland members of Alpha Kappa Alpha Sorority, Incorporated® (Alpha Kappa Alpha Sorority) as they participate in "AKA Day at Chicago City Council"; and

WHEREAS, Alpha Kappa Alpha Sorority was founded on January 15, 1908, with the mission to promote unity and friendship among college women, to study and help alleviate

problems concerning girls and women in order to improve their social stature, to maintain a progressive interest in college life, and to be of "Service to All Mankind"; and

WHEREAS, Early leaders of Alpha Kappa Alpha Sorority recognized the benefit of seeking civil rights, women's rights, and social reform. In 1913, the first International President of AKA, Nellie Quander, sought to participate in the women's suffragette movement for women's right to vote; and

WHEREAS, In 1980, at the 80th Boule in Atlanta, Georgia, desiring to establish a public policy plan for Alpha Kappa Alpha Sorority, the first International Vice President, Faye B. Bryant led a group to establish a Standing Committee, the Connection Committee. Through what is now known as the Connection and Social Action Committee, members have a vehicle to robustly engage in social, political, and civic involvement at all levels; and

WHEREAS, This rich heritage is embodied in the current International President of Alpha Kappa Alpha Sorority, Danette Anthony Reed (2022 -- 2026) who hails from Chicago and was initiated into the sorority on the ivy-covered campus of Northwestern University in Evanston, Illinois; and

WHEREAS, Under the banner of *Soaring to Greater Heights of Service and Sisterhood*, the 2022 -- 2026 international administration seeks to build upon Alpha Kappa Alpha Sorority's rich legacy of service by being at the forefront of social justice and fairness and equity via vibrant chapters throughout the United States, Canada, the Caribbean, Africa, Asia, Europe, and the United Arab Emirates; and

WHEREAS, Illinois is home to 43 Alpha Kappa Alpha Sorority chapters, 15 of which are located on college and university campuses and 28 active alumnae chapters are located in communities throughout the state; and

WHEREAS, The Ivy Center, was established as the sorority's corporate headquarters in Chicago, and for over 70 years served as Alpha Kappa Alpha Sorority's hub for all sorority activities and is considered an icon of the community and the City; and

WHEREAS, Alpha Kappa Alpha Sorority's Day at Chicago City Council is one of many opportunities for members to advocate for critical issues to the communities we prioritize, such as access to high quality education, maternal health and infant mortality, suicide prevention, public safety, environmental justice, and fiscal transparency -- issues we know are priorities for this administration under the leadership of the third Black Mayor of Chicago, Mayor Brandon Johnson; and

WHEREAS, Currently, two members of Alpha Kappa Alpha Sorority are serving in the Chicago City Council, Alderwoman Michelle A. Harris, 8th Ward, and Alderwoman Stephanie D. Coleman, 16th Ward; and

WHEREAS, Currently, several members of Alpha Kappa Alpha Sorority are elected officials in the State of Illinois, including 48th Lieutenant Governor Julianna Stratton; State Senator and Assistant Majority Leader Mattie Hunter, 3rd District; and former 4th Ward Alderwoman (1991 -- 2010) current Cook County Board President Toni Preckwinkle; and

WHEREAS, On June 21, 2023, Chicagoland members of Alpha Kappa Alpha Sorority will participate in "AKA Day at Chicago City Council"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of June 2023, do hereby declare June 21, 2023 as Alpha Kappa Alpha Sorority Day in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Alpha Kappa Alpha Sorority Theta Omega, Lambda Mu Omega, Lambda Nu Omega, Phi Kappa Omega, Tau Gamma Omega, Xi Nu Omega, Chi Omega Omega, and Alpha Beta Delta Omega Chapters in recognition of all Chicagoland chapters.

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

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

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in congratulating the members of Alpha Kappa Alpha Sorority on recognition of June 21, 2023 as Alpha Kappa Alpha Day in the City of Chicago. Since its founding in 1908, Alpha Kappa Alpha's mission has been to promote unity, friendship, and service to all mankind, the Mayor stated, and credited the sorority with helping shape and enhance the fabric of our city. Recognizing Alderwomen Michelle Harris and Stephanie Coleman as well as Lieutenant Governor Julianna Stratton, State Senator Mattie Hunter and Cook County Board President Toni Preckwinkle among its membership, Mayor Johnson commended all the women of Alpha Kappa Alpha for their extraordinary service and commitment to excellence. Reflecting on the sorority's rich history of fostering women leaders and making a difference in the community, Mayor Johnson observed that "from the first AKA President who got the sorority involved in the women's suffragette movement fighting for voting rights to current-day President Danette Anthony Reed who continues the fight for equality, your sorority has a proud legacy of being at the forefront of social justice movements while promoting service and sisterhood along the way". Thanking Alpha Kappa Alpha for selecting Chicago as their headquarters and lauding their commitment to and advocacy for improving access to high quality education, better maternal health care, and environmental justice, Mayor Johnson affirmed his support of these shared priorities for making the City of Chicago the greatest city in the world. Mayor Johnson then invited representatives of Alpha Kappa Alpha Sorority to the Mayor's rostrum where he presented them with a parchment copy of the congratulatory resolution.

Rules Suspended -- RECOGNITION OF CONTRIBUTIONS OF CHICAGO'S LGBTQI+ COMMUNITIES.

[R2023-0001220]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with the LGBTQ+ Caucus, City Clerk Valencia, Alderpersons Villegas, Cruz, Martin, Chico, Rodriguez, O'Shea, Mosley, Nugent, Vasquez, Sigcho-Lopez, Ervin, Hopkins, Mitts, Waguespack, Scott and La Spata, a resolution commemorating Pride Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Aldersperson 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, This august body wishes to acknowledge the numerous contributions of the Lesbian, Gay, Bisexual, Transgender, Queer, Intersex (LGBTQI+) communities to the City of Chicago; and

WHEREAS, The LGBTQI+ communities for decades have been, and continue to be, integral to the vibrant culture and climate of Chicago. These communities continue to contribute to academic, economic, artistic and social spheres within and around our greater community; and

WHEREAS, The month of June was designated Pride Month to commemorate the Stonewall Inn riots which occurred on June 28, 1969, marking the beginning of the modern LGBTQI+ movement; and

WHEREAS, One of the most historic and highly anticipated events -- the 52nd Annual Pride Parade -- will take place on Sunday, June 25, 2023; and

WHEREAS, Chicago is also the home of the first recognized LGBTQI+ Rights organization in the Country, The Society for Human Rights, which was established in 1924 by Henry Gerber; and

WHEREAS, The City of Chicago remains committed to protecting the civil rights of LGBTQI+ communities as the power and purpose of this iconic event proves vital in our unified effort to forge a more open and just society; and

WHEREAS, Chicago's active and involved LGBTQI+ communities undeniably improve the quality of life in Chicago, and Pride Month serves as a call to our collective consciousness to persist in the fight to eradicate prejudice and discrimination everywhere; and

WHEREAS, In 2023 alone, state and local legislatures have already introduced over 600 hateful laws targeting LGBTQI+ communities; and

WHEREAS, Despite these attacks, LGBTQI+ communities remain resilient and unapologetically proud; and

WHEREAS, Despite being marginalized throughout the history of the United States, LGBTQI+ individuals in the City of Chicago continue to celebrate their identities, love, and contributions to our City in various expressions of Pride; and

WHEREAS, We look forward to the continued contributions of the LGBTQI+ communities, knowing that this will make Chicago an even greater City than it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of June 2023, do hereby pay tribute to the many contributions of Chicago's LGBTQI+ communities.

On motion of Alderperson Mitchell, seconded by Alderpersons Ramirez-Rosa, Hadden, Lawson, Knudsen, Manaa-Hoppenworth, Fuentes, Rodriguez, La Spata, Rodríguez-Sánchez, Robinson, Vasquez, Coleman and Lopez, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in recognizing the many contributions of the LGBTQI+ community. "Chicago is a city that embraces inclusion, freedom, and love", the Mayor stated, observing that every June in communities across our city we celebrate and commemorate Pride Month. As we join in support of the rights and freedoms of the LGBTQI+ community, we must also express our gratitude to those individuals and organizations who have fought and continue to fight to eradicate prejudice and discrimination, the Mayor stated. Declaring his pride serving alongside the most diverse City Council in our city's history, Mayor Johnson also lauded the nine members of the LGBT Caucus which he noted as the largest of its kind in our city's history. Thanking the leaders and organizations in the public and private sectors for their advocacy and commitment to protecting the civil rights of LGBTQI+ communities, Mayor Johnson called the City Council's attention to the presence in the commissioner's gallery of LGBTQI+ Advisory Council members Maliyah Arnold and Anna DeShawn; LGBTQI+ Liaison in the Chicago Department of Public Health Antonio King; Trans activist and author Precious Brady-Davis; CEO of Brave Space Alliance Channyn Parker; Chicago Therapy Collective Executive Director Iggy Ladden; Board President Alexis Martinez and members Parker Haines and Fabiana Malary; Hire Trans Now Pledge members Searah Deysak from Early to Bed, Paul Ruffino from Rattleback Records and Zach Engel from Galit. "Anti-trans legislation and LGBTQI+ attacks are sweeping across the nation, especially targeting Trans kids", the Mayor asserted, "and we need to keep making sure that Chicago remains a city where all people are welcomed, protected, and celebrated". Calling upon all Chicagoans to stand up in solidarity for the rights and protections of the LGBTQI+ community, Mayor Johnson declared "whether you are gay, lesbian, trans, non-binary, bisexual or queer -- you will always have a home in Chicago". Mayor Johnson then invited various special guests to the Mayor's rostrum where he presented them with a parchment copy of the congratulatory resolution.

Rules Suspended -- CELEBRATION OF JUNETEENTH NATIONAL INDEPENDENCE DAY.

[R2023-0001216]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with the Black Caucus, City Clerk Valencia, Alderpersons Villegas, Cruz, Chico, Rodriguez, O'Shea, Nugent, Vasquez, Lawson, Sigcho-Lopez, Hopkins, Waguespack, Manaa-Hoppenworth and La Spata, a resolution honoring Juneteenth National Independence Day.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Aldersperson 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 City of Chicago, State of Illinois, and communities across the United States celebrate June 19 of each year as Juneteenth, the oldest recognized observation of the emancipation of enslaved Black Americans; and

WHEREAS, On January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, declaring that all persons held as slaves within the Confederate States “are, and henceforward shall be free”; and

WHEREAS, Following Robert E. Lee’s surrender in April of 1865, and over two years after President Lincoln issued the Emancipation Proclamation, Union troops arrived in Galveston, Texas to free 250,000 enslaved Black Americans; and

WHEREAS, On June 19, 1865, Union General Gordon Granger issued an order enforcing the Emancipation Proclamation in Texas and freeing all remaining enslaved people in the state; and

WHEREAS, On Juneteenth, the United States commemorates that day, honors the millions of victims of slavery and the transatlantic slave trade, and celebrates abolitionists who worked toward the emancipation of all Black Americans; and

WHEREAS, The United States also recognizes the generations of activists who advocated and built support for observances of this holiday; and

WHEREAS, The City of Chicago recognized Juneteenth as a day of observance in 2020 and as an official City holiday beginning in 2021; and

WHEREAS, On June 17, 2021, the president signed the Juneteenth National Independence Day Act into law, making June 19 a federal holiday; and

WHEREAS, On August 9, 2021, Public Act 102-0334 became law in the State of Illinois, making Juneteenth National Freedom Day an official state holiday, school holiday, and bank holiday; and

WHEREAS, The City of Chicago recognizes that the observation of Juneteenth is only part of an ongoing commitment to eradicating systemic racism and inequity, and to ensuring racial justice, equity and equality in our great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of June 2023, do hereby recognize June 19 as Juneteenth in the City of Chicago, and encourage all Chicagoans to acknowledge and condemn the history of slavery in the United States and to recognize and reflect on its grievous and ongoing legacy.

On motion of Alderperson Mitchell, seconded by Alderpersons Hadden, Ervin, Yancy, Rodriguez, Burnett, Mitts, Vasquez, Coleman and Manaa-Hoppenworth, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in commemorating June 19 as Juneteenth. As communities across our city, state and nation celebrate Black history and honor the victims and descendants of slavery, we must also recognize those abolitionists who propelled us forward through history and the activists of today who continue the struggle for liberation, Mayor Johnson observed. Reflecting on the many celebrations occurring over this past weekend, Mayor Johnson applauded the various Juneteenth scholarships that were awarded to students across the City of Chicago and expressed his gratitude to the Mellon Foundation for their grant award to help build the Chicago Torture Justice Memorial. "We are carrying on the legacy of those who could only dream of this day", the Mayor stated and observed that for the first time in the history of the Chicago City Council, we see greater Black representation and leadership as alderpersons, City Council Vice Mayor and the chairs of various committees, demonstrating once again that "Black leadership and liberation can take place without the exclusion of others". Denouncing the "failed old policies" of past administrations where "for decades, our Black communities were starved and disinvested in", Mayor Johnson expressed his appreciation and support for the members of the City Council and the people of Chicago for recognizing that "if we are going to restore the soul of Chicago it starts on the West and South sides". By commemorating Juneteenth we are "recommitting to the work of justice, equity and liberation" the Mayor stated, and "by our continuous work together, done in an intentional way, I know that posterity will look back on this moment and say that this is a generation that did not flinch or cower under pressure." Mayor Johnson then invited several special guests, accompanied by members of the Black Caucus, to the Mayor's rostrum where he presented them with a parchment copy of the congratulatory resolution.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF MARY B. RICHARDSON-LOWRY AS CORPORATION COUNSEL.

[A2023-49/A2023-0001255]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Mary B. Richardson-Lowry as Corporation Counsel.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ALEJANDRA FLORES AS MEMBER OF SOUTHWEST BUSINESS GROWTH AREA COMMISSION (SPECIAL SERVICE AREA NO. 3).

[A2023-51/A2023-0001263]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Alejandra Flores as a member of Special Service Area Number 3, the Southwest Business Area Commission, for a term effective immediately and expiring July 28, 2025, to succeed Avdulla Hotza, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF PAUL F. LOAIZA AS MEMBER OF LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NO. 8).

[A2023-52/A2023-0001266]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Paul F. Loaiza as a member of Special Service Area Number 8, the Lakeview East Commission, for a term effective immediately and expiring February 15, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF LORRAINE J. RIEFF-LIAKOURAS AS MEMBER
OF GREEKTOWN/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).
[A2023-53/A2023-0001269]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Lorraine J. Rieff-Liakouras as a member
of Special Service Area Number 16, the Greektown/Halsted Commission, for a term
effective immediately and expiring December 31, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF JOHN BUCKSBAUM AS MEMBER OF CENTRAL
LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 17).
[A2023-55/A2023-0001271]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed John L. Bucksbaum as a member of Special Service Area Number 17, the Central Lakeview Commission, for a term effective immediately and expiring March 14, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF ERIC J. KIRSAMMER AS MEMBER OF CENTRAL LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 17).

[A2023-54/A2023-0001270]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Eric J. Kirsammer as a member of Special Service Area Number 17, the Central Lakeview Commission, for a term effective immediately and expiring March 14, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF XAVIER ZINNINGER AS MEMBER OF ANDERSONVILLE COMMISSION (SPECIAL SERVICE AREA NO. 22).

[A2023-56/A2023-0001272]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Xavier Zinninger as a member of Special Service Area Number 22, the Andersonville Commission, for a term effective immediately and expiring April 10, 2025, to succeed Frank Uhler, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF HOLLY S. LODAREK AS MEMBER OF CLARK STREET-LINCOLN PARK COMMISSION (SPECIAL SERVICE AREA NO. 23).

[A2023-58/A2023-0001275]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Holly S. Lodarek as a member of Special Service Area Number 23, the Clark Street-Lincoln Park Commission, for a term effective immediately and expiring May 13, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

*Referred -- REAPPOINTMENT OF STEVE A. QUICK AS MEMBER OF CLARK STREET-LINCOLN PARK COMMISSION (SPECIAL SERVICE AREA NO. 23).
[A2023-57/A2023-0001273]*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Steve A. Quick as a member of Special Service Area Number 23, the Clark Street-Lincoln Park Commission, for a term effective immediately and expiring May 13, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF IGNACIO DAVILA-AYALA AS MEMBER OF BROADWAY COMMERCIAL DISTRICT COMMISSION (SPECIAL SERVICE AREA NO. 26).

[A2023-59/A2023-0001276]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Ignacio Davila-Ayala as a member of Special Service Area Number 26, the Broadway Commercial District Commission, for a term effective immediately and expiring May 26, 2025, to succeed Helen C. Cameron, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF LUIS A. MONJE AS MEMBER OF WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2023-60/A2023-0001277]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Luis A. Monje as a member of Special Service Area Number 27, the West Lakeview Commission, for a term effective immediately and expiring February 15, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[A2023-61/A2023-0001278]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Lindsey Wurz as a member of Special Service Area Number 29-2014, the West Town Commission, for a term effective immediately and expiring January 21, 2025, to succeed Chris C. Hunt, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF BENJAMIN E. HAMM AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 35-2015).

[A2023-62/A2023-0001280]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Benjamin E. Hamm as a member of Special Service Area Number 35-2015, the Lincoln Avenue Commission, for a term expiring January 13, 2026, such period allocated as follows: a term effective immediately and expiring January 13, 2024, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ERICK VALDEZ AS MEMBER OF BRIGHTON PARK-ARCHER HEIGHTS COMMISSION (SPECIAL SERVICE AREA NO. 39).
[A2023-63/A2023-0001282]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Erick Valdez as a member of Special Service Area Number 39, the Brighton Park-Archer Heights Commission, for a term expiring December 17, 2026, such period allocated as follows: a term effective immediately and expiring December 17, 2023, to succeed John P. Karfias, whose term has expired, followed immediately by a full three-year-term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF SUELLEN G. HURT AS MEMBER OF 71ST/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).
[A2023-64/A2023-0001284]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Suellen G. Hurt as a member of Special Service Area Number 42, the 71st/Stony Commission, for a term effective immediately and expiring April 11, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF AYESHA AMENA KARIM AS MEMBER OF
71ST/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).
[A2023-65/A2023-0001285]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Ayesha Amena Karim as a member of Special Service Area Number 42, the 71st/Stony Commission, for a term effective immediately and expiring April 11, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF SEAN R. MC GINNIS AS MEMBER OF 71ST/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2023-68/A2023-0001288]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Sean R. McGinnis as a member of Special Service Area Number 42, the 71st/Stony Commission, for a term effective immediately and expiring April 11, 2025, to fill a current vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF DAMON L. SMITH AS MEMBER OF 71ST/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2023-67/A2023-0001287]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Damon L. Smith as a member of Special Service Area Number 42, the 71st/Stony Commission, for a term effective immediately and expiring April 11, 2025, to succeed Adrienne M. Irmer, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF LINDA D. YOUNG AS MEMBER OF 71ST/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2023-66/A2023-0001286]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Linda D. Young as a member of Special Service Area Number 42, the 71st/Stony Commission, for a term effective immediately and expiring April 11, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ALEJANDRA GONZALEZ AS MEMBER OF 47TH STREET AND COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 47).

[A2023-69/A2023-0001289]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Alejandra Gonzalez as a member of Special Service Area Number 47, the 47th Street and Cottage Grove Commission, for a term expiring September 9, 2026, such period allocated as follows: a term effective immediately and expiring September 9, 2023, to succeed Yolanda Travis, whose term has expired, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF DON B. KLUGMAN AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2023-71/A2023-0001291]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Don B. Klugman as a member of Special Service Area Number 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF CAROLINE O. SHOENBERGER AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2023-70/A2023-0001290]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Caroline O. Shoenberger as a member of Special Service Area Number 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF DAVID A. ISRAEL AS MEMBER OF OAK STREET COMMISSION (SPECIAL SERVICE AREA NO. 75).

[A2023-72/A2023-0001292]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed David A. Israel as a member of Special Service Area Number 75, the Oak Street Commission, for a term effective immediately and expiring May 26, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ANGELA TAYLOR AS MEMBER OF WEST GARFIELD PARK COMMISSION (SPECIAL SERVICE AREA NO. 77).

[A2023-73/A2023-0001293]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Angela Taylor as a member of Special Service Area Number 77, the West Garfield Park Commission, for a term effective immediately and expiring July 19, 2026 to fill a current vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ANNETTE GUZMAN AS MEMBER AND CHAIR OF CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

[A2023-50/A2023-0001261]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Public Safety*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Annette Guzman as a member and chair of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2025, to complete the unexpired term of Susie Park, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTERS 17-12, 17-15 AND 17-17 OF MUNICIPAL CODE AND ANCILLARY CHAPTERS REGARDING NON-COMMERCIAL MESSAGES AS MURALS, VINTAGE SIGN DESIGNATIONS, NONCONFORMING USE UNDER REGULATIONS FOR FIVE-YEAR RENEWABLE PERIOD.

[O2023-2327/O2023-0002680]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Department of Planning and Development, together with Alderperson Ramirez-Rosa, I transmit herewith an ordinance amending the Municipal Code regarding vintage signs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND OTHER FINANCIAL ASSISTANCE TO BOULEVARD APARTMENTS PRESERVATION L.P. FOR ACQUISITION AND REHABILITATION OF AFFORDABLE HOUSING AT 1930 -- 1938 N. HUMBOLDT BLVD., 929 -- 935 N. SACRAMENTO AVE. AND 2212 -- 2214 N. SACRAMENTO AVE.

[O2023-2325/O2023-0001388]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner on Housing, I

transmit herewith an ordinance authorizing the issuance of financial assistance to Boulevard Apartments Preservation L.P. for the rehabilitation of affordable housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- PERIODIC REALLOCATIONS OF PORTION OF CITY'S TAX-EXEMPT PRIVATE BOND CAP ISSUED BY ILLINOIS HOUSING DEVELOPMENT AUTHORITY FOR HOUSING DEVELOPMENT PROJECTS.

[O2023-2317/O2023-0001371]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the ceding of excess and unallocated volume cap from the City's tax-exempt private activity bond cap.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF ORDINANCE PROVIDING FOR INFRASTRUCTURE PROJECTS OF NEW STREET SEGMENTS, COMMUTER RAIL REALIGNMENT, GRADE SEPARATIONS AT W. 15TH ST. AND S. CLARK ST. WITH REIMBURSABLE TAX INCREMENT FINANCING (TIF) PAYMENTS TO UNIVERSITY OF ILLINOIS AND/OR METRA.

[O2023-2314/O2023-0001367]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner on Transportation, I transmit herewith an ordinance authorizing the execution of an amendment to the TIF appropriation ordinance for developing enabling infrastructure to the University of Illinois Discovery Partners Institute.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF THIRD AMENDMENT TO FULLERTON/MILWAUKEE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[O2023-2313/O2023-0001361]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of the 3rd amendment to the Fullerton/Milwaukee TIF Redevelopment Project and Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXTENSION OF AGREEMENT WITH LOOP-COUNTERPOINTE PACE LLC AS ADMINISTRATOR OF PROPERTY ASSESSED CLEAN ENERGY ACT (PACE) PROGRAM DEVELOPMENT AND OPERATION WITH CITY.

[O2023-0001932]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an amendment to the Administrator's Contract for the Property Assessed Clean Energy Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2023
ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2023-2312/O2023-0001357]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on the Budget and Government Operations:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPORT OF CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
4510 W. ANN LURIE PL.

[O2023-2316/O2023-0001383]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Fire Commissioner, I transmit herewith an ordinance authorizing a Class 6(b) tax incentive for a property located at 4510 West Ann Lurie Place.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPORT OF CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
3815 S. ASHLAND AVE.

[O2023-2315/O2023-0001378]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class 6(b) tax incentive for a property located at 3815 South Ashland Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES UNDER ADJACENT
NEIGHBORS LAND ACQUISITION PROGRAM.

[O2023-0001259, O2023-0001279]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Housing and Real Estate:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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
under the Adjacent Neighbors Land Acquisition Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 5324 W.
FERDINAND ST.

[O2023-0001268]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Housing and Real Estate:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the negotiated sale of a City-owned property at 5324 West Ferdinand Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- NEGOTIATED SALE OF AS-IS VACANT CITY-OWNED PROPERTY AT 5339 TO 5345 S. STATE ST. TO DEEPLY ROOTED PRODUCTIONS, INC., DEEPLY ROOTED DANCE CENTER NFP FOR DEVELOPMENT OF DANCE STUDIO CENTER WITH PRODUCTION FACILITIES.

[O2023-0001283]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the negotiated sale of a City-owned property located at 5339 to 5345 South State Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ACQUISITION OF PROPERTY AT 5230 N. LINCOLN AVE. FOR REDEVELOPMENT AS THREE-TO-SIX MONTH SHELTER FOR HOMELESS WITH WRAPAROUND HEALTH SERVICES AS PART OF STABILIZATION HOUSING PILOT PROGRAM.

[O2023-2326/O2023-0001409]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Health, I transmit herewith, together with Alderperson Vasquez, an ordinance authorizing the acquisition of the former Diplomat Hotel to be used for the Stabilization Housing Pilot Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ACQUISITION OF PROPERTY FOR IMPROVEMENT OF ROADWAYS PROJECT ALONG S. BURLEY AVE., FROM E. 122ND ST. TO E. 126TH PL.; S. CARONDOLET AVE., FROM E. 122ND ST. TO E. 126TH PL.; AND E. 122ND ST., FROM S. AVENUE O TO S. CARONDOLET AVE. AND NORFOLK SOUTHERN RAILWAY COMPANY GRADE CROSSING FOR NORTH POINT REDEVELOPMENT PROJECT.

[O2023-2324/O2023-0001455]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith a right-of-way acquisition for the Burley Avenue roadway project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SECOND AMENDMENT TO CHICAGO PARK DISTRICT LEASE AGREEMENT WITH CITY OF CHICAGO REGARDING TERM USE OF PORTION OF DUNKIN PARK FOR WATER SUPPLY PROJECT.

[O2023-0001354]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of a lease agreement with the Chicago Park District to lease a parkland at Dunkin Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- RENEWAL OF INTERGOVERNMENTAL MASTER AGREEMENT WITH MULTI-STATE ORGANIZATION MUTUAL AID BOX ALARM SYSTEM (MABAS) FOR COORDINATED RESPONSES TO DISASTERS, AND EMERGENCIES THROUGH PRE-ARRANGED MUTUAL AID AND DISPATCH AGREEMENTS.

[O2023-0001993]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 21, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Fire Commissioner, I transmit herewith an ordinance authorizing the execution of a renewal agreement for continued participation in the Mutual Aide Box Alarm System.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

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

Placed On File -- EXECUTIVE ORDER NO. 2023-19 REGARDING BUDGET FORECAST AND FINANCIAL ANALYSIS.

[F2023-122/F2023-0002706]

A communication from the Honorable Brandon Johnson, Mayor, under the date of June 16, 2023, received in the Office of the City Clerk on June 16, 2023, transmitting Executive Order Number 2023-19 setting forth the manner in which the City will communicate its current and future financial health and provide the framework for developing the City's annual budget, which was *Placed on File*.

Placed On File -- NOTIFICATION AS TO DESIGNATION OF JILL JAWORSKI AND MARY B. RICHARDSON-LOWRY AS ADDITIONAL PROXIES TO AFFIX SIGNATURE OF MAYOR TO CERTAIN DOCUMENTS.

[F2023-118/F2023-0002702]

A communication from the Honorable Brandon Johnson, Mayor, under the date of June 5, 2023, received in the Office of the City Clerk on June 5, 2023, designating Jill Jaworski as additional proxy to affix the signature of the Mayor of the City of Chicago to any bond, note or other financial instrument required to be signed by the Mayor, also designating Mary B. Richardson-Lowry as additional proxy to affix the signature of the Mayor of the City of Chicago to any license, permit, contract, change order, ordinance, bond, deed, grant document or any other written instrument required to be signed by the Mayor, which was *Placed on File*.

Placed On File -- FUNDING LOAN NOTIFICATION OF CITY OF CHICAGO MULTI-FAMILY HOUSING REVENUE NOTE, SERIES 2023 (C40 GARFIELD PARK).

[F2023-119/F2023-0002699]

A communication from Jill Jaworski, Chief Financial Officer, under the date of

June 7, 2023, received in the Office of the City Clerk on June 7, 2023, transmitting, pursuant to Section 6 of the Bond Ordinance, the Funding Loan Notification of City of Chicago Multi-Family Housing Revenue Note, Series 2023 (C40 Garfield Park) together with executed copies of the Funding Loan Agreement, the Loan Agreement, the Note, the Borrower Loan Agreement, the Borrower Note and the Land-Use Restriction Agreement, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S AUDIT REPORT OF CHICAGO DEPARTMENT OF PUBLIC HEALTH'S CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING ENFORCEMENT.

[F2023-120/F2023-0002704]

A communication from the Office of the Inspector General, under the date of June 14, 2023, received in the Office of the City Clerk on June 14, 2023, transmitting the Office of the Inspector General's Audit report of the Department of Public Health's enforcement of the City's construction and demolition debris recycling ordinance, 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 May 31, 2023 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 June 21, 2023 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 May 31, 2023, 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:

Moises Arroyo (Application Number 22220T1) -- to classify as a B2-1 Neighborhood Mixed-Use District instead of an M1-1 Limited Manufacturing District the area shown on Map Number 1-I bounded by:

the alley next north of and parallel to West Washington Boulevard; North Campbell Avenue; West Washington Boulevard; and a line 72 feet west of and parallel to North Campbell Avenue (common address: 2500 -- 2506 West Washington Boulevard).

[O2023-2299/O2023-0002158]

Black Light Fellowship (Application Number 22215T1) -- to classify as a C1-3 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-I bounded by:

the alley next north of and parallel to West Wilcox Street; a line 50 feet east of and parallel to South Francisco Avenue; West Wilcox Street; and South Francisco Avenue (common address: 115 South Francisco Avenue).

[O2023-2289/O2023-0002177]

Buckley Electric, Inc. (Application Number 22218) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 4-G bounded by:

a line 321.76 feet north of and parallel to West 19th Street; South Racine Avenue; a line 297.38 feet north of and parallel to West 19th Street; and the public alley next west of and parallel to South Racine Avenue (common address: 1828 South Racine Avenue).

[O2023-2286/O2023-0002171]

The Chicago Board of Education (Application Number 22203) -- to classify as a B1-1 Neighborhood Shopping District instead of an Institutional Planned Development Number 878 and further, to classify as an Institutional Planned Development Number 878, as amended, instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 11-J bounded by:

West Leland Avenue; North Lawndale Avenue; a line 106 feet, 10 inches north of and parallel to West Wilson Avenue; the alley next east of North Lawndale Avenue; West Wilson Avenue; the alley next west of North Lawndale Avenue; a line 379.5 feet east of and parallel to North Hamlin Avenue; the alley next east of North Hamlin Avenue; the alley next south of West Leland Avenue; and North Hamlin Avenue (common address: 3701 -- 3759 West Leland Avenue; 4647 -- 4659 North Hamlin Avenue; 4600 -- 4658 North Lawndale Avenue; 4601 -- 4611 North Lawndale Avenue; 3700 -- 3718 West Wilson Avenue; and 3646 -- 3656 West Wilson Avenue).

[O2023-2282/O2023-0002186]

Cipriano Cisneros Nunez (Application Number 22199) -- 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 3-J bounded by:

a line 50 feet south of and parallel to West Augusta Boulevard; North Springfield Avenue; a line 75 feet south of and parallel to West Augusta Boulevard; and the alley next west of and parallel to North Springfield Avenue (common address: 952 North Springfield Avenue).

[O2023-2274/O2023-0002164]

The City Church Fellowship (Application Number 22204) -- to classify as a B3-5 Community Shopping District instead of a C1-3 Neighborhood Commercial District and further, to classify as a Residential-Business Planned Development instead of a B3-5 Community Shopping District the area shown on Map Number 2-H bounded by:

West Adams Street; South Paulina Street; the public alley north of and parallel to West Adams Street; the public alley west of and parallel to South Paulina Street; a line 53.5 feet south of and parallel to West Arcade Place; a line 174.5 feet west of and parallel to South Paulina Street; West Arcade Place; and a line 175.5 feet west of and parallel to South Paulina Street (common address: 116 -- 138 South Paulina Street).

[O2023-2283/O2023-0002192]

DK Halsted LLC (Application Number 22205) -- to classify as a B3-5 Community Shopping District instead of a B3-2 Community Shopping District and further, to classify as a Residential-Business Planned Development instead of a B3-5 Community Shopping District the area shown on Map Number 5-F bounded by:

North Halsted Street; a line 322 feet north of and parallel to West North Avenue; the public alley east of and parallel to North Halsted Street; and a line 508.6 feet north of and parallel to West North Avenue (common address: 1633 -- 1649 North Halsted Street).

[O2023-2284/O2023-0002193]

Eagle Dispensaries of Illinois LLC (Application Number 22212) -- to classify as a C1-1 Neighborhood Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 11-M bounded by:

the public alley north of and parallel to West Irving Park Road; North Marmora Avenue; West Irving Park Road; and a line 175.00 feet west of and parallel to North Marmora Avenue (common address: 5900 West Irving Park Road).

[O2023-2295/O2023-0002144]

Foster Investment LLC (Application Number 22217T1) -- to classify as a B3-3 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 13-J bounded by:

the alley next north of and parallel to West Foster Avenue; a line 125 feet east of and parallel to North Kimball Avenue; West Foster Avenue; and North Kimball Avenue (common address: 3348 -- 3358 West Foster Avenue).

[O2023-2287/O2023-0002173]

Kensington West Loop Building LLC (Application Number 22224T1) -- to classify as a DX-3 Downtown Mixed-Use District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 2-G bounded by:

the alley next north of and parallel to West Adams Street; the alley next west of and parallel to North Racine Avenue; West Adams Street; and a line 266 feet west of and parallel to North Racine Avenue (common address: 1218 West Adams Street).

[O2023-2303/O2023-0002165]

Lion Clark LLC (Application Number 22214T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-3 Community Shopping District the area shown on Map Number 9-G bounded by:

North Clark Street; a line 100.75 feet southeast of the intersection of West School Street and North Clark Street, as measured at the southwesterly right-of-way line of North Clark Street and perpendicular thereto; the alley next southwest of North Clark Street; and a line 75.75 feet southeast of the intersection of West School Street and North Clark Street, as measured at the southwesterly right-of-way line of North Clark Street and perpendicular thereto (common address: 3262 -- 3264 North Clark Street).

[O2023-2290/O2023-0002180]

Patrick McLoughlin and Kaitlin Beckham (Application Number 22210) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-I bounded by:

a line 114.60 feet south of and parallel to West Fillmore Street; the alley next east of and parallel to South Mozart Street; a line 139.60 feet south of and parallel to West Fillmore Street; and South Mozart Street (common address: 1113 South Mozart Street).

[O2023-2297/O2023-0002150]

Carmen M. Nazario (Application Number 22211) -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 5-K bounded by:

West Armitage Avenue; a line 108 feet west of and parallel to North Karlov Avenue; the alley next south of and parallel to West Armitage Avenue; and a line 133 feet west of and parallel to North Karlov Avenue (common address: 4111 West Armitage Avenue).

[O2023-2296/O2023-0002148]

Jonathan Nguyen (Application Number 22201T1) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 2-I bounded by:

West Monroe Street; a line 396.45 feet east of and parallel to South Washtenaw Avenue; the public alley south of and parallel to West Monroe Street; and a line 355.23 feet east of and parallel to South Washtenaw Avenue (common address: 2625 -- 2627 West Monroe Street).

[O2023-2278/O2023-0002172]

Oki Re LLC (Application Number 22219T1) -- to classify as a C3-2 Commercial, Manufacturing and Employment District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-G bounded by:

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

[O2023-2285/O2023-0002168]

Palazzo 1746 LLC (Application Number 22200T1) -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 3-H bounded by:

a line 100 feet north of and parallel to West Division Street; a line 120 feet east of and parallel to North Wood Street; West Division Street; and a line 96 feet east of and parallel to North Wood Street (common address: 1746 West Division Street).

[O2023-2275/O2023-0002169]

Timothy Sanchez (Application Number 22216) -- to classify as a C2-1 Motor Vehicle-Related District instead of an RS3 Single-Unit (Detached House) District the area shown on Map Number 3-K bounded by:

the alley next south of and parallel to West North Avenue; the alley next east of and parallel to North Kostner Avenue; a line 50 feet south of and parallel to the alley next south of and parallel to West North Avenue; and North Kostner Avenue (common address: 1551 -- 1553 North Kostner Avenue).

[O2023-2288/O2023-0002175]

SOM Diversey LLC-Harlem Series (Application Number 22209) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-N bounded by:

a line 75.9 feet south of and parallel to West Belden Avenue; a line 125 feet east of and parallel to North Harlem Avenue; a line 114.4 feet south of and parallel to West Belden Avenue; and North Harlem Avenue (common address: 2229 North Harlem Avenue).

[O2023-2298/O2023-0002154]

Aaron Straus (Application Number 22208) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a B3-2 Community Shopping District the area shown on Map Number 7-G bounded by:

West Nelson Street; a line 125 feet east of and parallel to North Southport Avenue; a line 24 feet south of and parallel to West Nelson Street; and North Southport Avenue (common address: 3025 North Southport Avenue and 1349 -- 1359 West Nelson Street).

[O2023-2272/O2023-0002151]

911 Eleven LLC (Application Number 22198) -- to classify as an M1-1 Limited Manufacturing/Business District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 10-H bounded by:

a line 142.30 feet south of and parallel to West 44th Street; the public alley next east of and parallel to South Wood Street; West 44th Street; and South Wood Street (common address: 4359 South Wood Street).

[O2023-2273/O2023-0002152]

1434 West Fillmore LLC (Application Number 22213T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a B3-2 Community Shopping District the area shown on Map Number 2-G bounded by:

the alley next north of and parallel to West Fillmore Street; a line 270 feet east of and parallel to South Laflin Street; West Fillmore Street; and a line 120 feet east of and parallel to South Laflin Street (common address: 1434 -- 1446 West Fillmore Street).

[O2023-2291/O2023-0002183]

1851 Land LLC (Application Number 22206) -- to classify as a C2-5 Neighborhood Commercial District instead of Planned Development Number 1309 and Planned Development Number 1310 and further, to classify as Residential-Business-Institutional Planned Development District 1309 instead of a C2-5 Neighborhood Commercial District the area shown on Map Number 2-H bounded by:

West Jackson Boulevard; South Wood Street; West Ogden Avenue; West Van Buren Street; and South Damen Avenue (common address: 301 South Damen Avenue and 1801 -- 1853 West Jackson Boulevard).

[O2023-2254/O2023-0002142]

2450 West Chicago LLC and Grabow's Mink LLC (Application Number 22207) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 3-I bounded by:

the alley next north of and parallel to West Chicago Avenue; a line 99.35 feet east of and parallel to North Campbell Avenue; West Chicago Avenue; and a line 75.35 feet east of and parallel to North Campbell Avenue (common address: 2450 West Chicago Avenue).

[O2023-2264/O2023-0002149]

2714 St. Helen LLC (Application Number 22223) -- 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 5-I bounded by:

the public alley next northwest of and parallel to West St. Helen Street; a line 25.00 feet southwest of and parallel to the alley next southwest of North Stave Street; West St. Helen Street; and a line 50.00 feet southwest of and parallel to the alley next southwest of North Stave Street (common address: 2714 West St. Helen Street).

[O2023-2302/O2023-0002163]

3527 South Damen LLC (Application Number 22222T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-H bounded by:

the public alley next north of and parallel to West 18th Street; a line 25.0 feet east of and parallel to South Leavitt Street; West 18th Street; and South Leavitt Street (common address: 2158 West 18th Street).

[O2023-2301/O2023-0002162]

3527 South Damen LLC (Application Number 22221T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 4-H bounded by:

the public alley next north of and parallel to West 21st Street; a line 48.0 feet east of and parallel to South Leavitt Street; West 21st Street; and a line 24.0 feet east of and parallel to South Leavitt Street (common address: 2156 West 21st Street).

[O2023-2300/O2023-0002160]

4640 North Western LLC (Application Number 22202T1) -- to classify as a B3-5 Community Shopping District Type 1 instead of a B3-2 Community Shopping District and B3-3 Community Shopping District the area shown on Map Number 11-I bounded by:

a line 136.00 feet north of and parallel to West Eastwood Avenue; North Western Avenue; West Eastwood Avenue; and the alley next west of North Western Avenue (common address: 4632 -- 4644 North Western Avenue).

[O2023-2281/O2023-0002181]

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 Clark, Charisse	[CL2023-427/CL2023-0001757]
Athiviraham, Aravind	[CL2023-441/CL2023-0001230]
Bailey, Janina M.	[CL2023-432/CL2023-0001353]
Bantiwesen, Hailemeskel A.	[CL2023-425/CL2023-0001755]

Garrett, Joshua E.	[CL2023-428/CL2023-0001775]
Gonzalez, Roberto	[CL2023-433/CL2023-0001372]
Green, Larry	[CL2023-437/CL2023-0001274]
Harris, Maggie	[CL2023-440/CL2023-0001239]
Majethia, Aashish R.	[CL2023-430/CL2023-0001326]
Mitchell, Daniel D.	[CL2023-426/CL2023-0001756]
Moon, Narah	[CL2023-423/CL2023-0001747]
Omenazu, Jesse	[CL2023-443/CL2023-0001195]
Pressel, Lenore M.	[CL2023-422/CL2023-0001941]
Riggio, Karen A.	[CL2023-436/CL2023-0001256]
Sanchez, Eduardo	[CL2023-434/CL2023-0001743]
Sanders, Shirlene	[CL2023-431/CL2023-0001341]
State Farm Insurance and Lohse, William A.	[CL2023-438/CL2023-0001295]
Wadlington, Melanic J.P.	[CL2023-439/CL2023-0001251]
Wallace, Linda I.	[CL2023-429/CL2023-0001316]
Wilezynski, Joseph	[CL2023-435/CL2023-0001302]
Zubkoff, Brian M.	[CL2023-424/CL2023-0001751]

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS
FOR DESIGNATION OF GREATER TABERNACLE CATHEDRAL AT 11300 S.
DR. MARTIN LUTHER KING, JR. DR. AS CHICAGO LANDMARK.

[O2023-2241/O2023-0001749]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Systems and Historic Preservation, under the date of June 14, 2023, and received in the Office of the City Clerk on June 14, 2023, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of Greater Tabernacle Cathedral at 11300 South Dr. Martin Luther King, Jr. Drive as Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS OR NOTES TO NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP FOR ACQUISITION OF PROPERTY AT 1515 W. 47TH ST. AND 1635 -- 1641 W. 47TH ST. FOR CONSTRUCTION OF LOW-INCOME HOUSING.

[O2023-2102/O2023-0001297]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the issuance of multi-family housing revenue bonds or notes to New City Redevelopment Limited Partnership for acquisition of property at 1515 West 47th Street and 1635 -- 1641 West 47th Street for the construction of the United Yards mixed affordable housing projects, located in the 20th Ward (O2023-2102), in an amount up to \$21,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, New City Redevelopment Limited Partnership, an Illinois limited partnership, or another entity affiliated with or related thereto (collectively, the "Borrower"), intends to acquire the property generally located at 1515 West 47th Street (the "First Site") and 1635 -- 1641 West 47th Street, Chicago, Illinois 60609 (the "Second Site" and, together with the First Site, the "Property"); and

WHEREAS, The Borrower has proposed to construct three low-income housing structures on the Property. The First Site improvements will consist of one six-story building that will contain approximately 45 units for family housing and a ground floor opportunity hub for technology training and business support targeted to support youth of communities of color. The Second Site improvements will consist of two three-flat buildings with six two-bedroom housing units (collectively, the "Project"); and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed \$21,000,000 (the "Bonds") for the purpose of financing a portion of the Project costs, including the Eligible Project Costs (as defined herein); and

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

WHEREAS, It is intended that this ordinance shall constitute a declaration of intent to reimburse certain eligible expenditures for the Project made prior to the issuance of the Bonds ("Eligible Project Costs") from the proceeds of the Bonds (if and when issued) within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations"); now, therefore,

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

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

SECTION 2. The City intends to issue the Bonds and lend all or a portion of the proceeds thereof ("Bond Proceeds") to the Borrower for the purpose of financing a portion of the Project costs, as well as costs incurred in connection with the issuance of the Bonds and funding certain reserves, if required, subject to the City and the Borrower agreeing to the terms and conditions necessary to issue the Bonds and further approval by the City Council of the City. The maximum principal amount of Bonds which the City intends to issue for the Project will not exceed \$21,000,000.

SECTION 3. Certain Eligible Project Costs will be incurred by the Borrower in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse Eligible Project Costs with Bond Proceeds.

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

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

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

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph,

clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS OR NOTES TO DL3 THRIVE EXCHANGE LIHTC SOUTH LLC FOR ACQUISITION OF PROPERTY AT SOUTHEAST CORNER OF E. 79TH ST. AND S. EXCHANGE AVE. FOR DEVELOPMENT OF LOW-INCOME RENTAL UNITS, COMMERCIAL SPACE AND FEDERALLY-FUNDED HEALTH CENTER.

[O2023-1620/O2023-0001296]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the issuance of tax-exempt multi-family housing revenue bonds or notes to DL3 Thrive Exchange LIHTC South LLC for property acquisition at the southeast corner of East 79th Street and South Exchange Avenue to develop low-income rental units, commercial space, and federally-funded health center, located in the 7th Ward (O2023-1620), in an amount up to \$29,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, DL3 Thrive Exchange LIHTC South LLC, an Illinois limited liability company, or another entity affiliated with or related thereto (collectively, the "Borrower"), intends to acquire the property generally located at the southeast corner of 79th Street and Exchange Avenue in the City (the "Property"); and

WHEREAS, The Borrower has proposed to construct a certain low-income housing development and commercial project on the Property consisting of one six-story building that will contain approximately 43 rental dwelling units and approximately 2,760 square feet of commercial space (the "Project"), and, subject to the approval of the City, the Borrower may also build a federally-qualified health center as part of the Project; and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed \$29,000,000 (the "Bonds") for the purpose of financing a portion of the Project costs, including the Eligible Project Costs (as defined herein) and costs incurred in connection with the issuance of the Bonds; and

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

WHEREAS, It is intended that this ordinance shall constitute a declaration of official intent to reimburse certain eligible expenditures for the Project made prior to the issuance of the Bonds ("Eligible Project Costs") from the proceeds of the Bonds (if and when issued) within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations"); now, therefore,

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

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

SECTION 2. The City reasonably expects to issue the Bonds and lend the proceeds thereof ("Bond Proceeds") to the Borrower for the purpose of financing a portion of the Project costs, as well as costs incurred in connection with the issuance of the Bonds and funding certain reserves, if required, subject to the City and the Borrower agreeing to the terms and conditions necessary to issue the Bonds and further approval by the City Council of the City. The maximum principal amount of Bonds which the City intends to issue for the Project will not exceed \$29,000,000.

SECTION 3. Certain Eligible Project Costs will be incurred by the Borrower in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse original expenditures (as such term is defined in the Treasury Regulations), incurred as Eligible Project Costs within 60 days preceding the adoption of this ordinance or after with respect to the Project, with Bond Proceeds.

SECTION 4. The Eligible Project Costs to be reimbursed with Bond Proceeds will be paid initially from funds of the Borrower.

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

SECTION 6. This ordinance constitutes a declaration of official intent of the City with respect to the Project under Section 1.150-2 of the Treasury Regulations.

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

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

RESTRUCTURING OF LOAN AGREEMENT WITH RENAISSANCE PARTNERS LIMITED PARTNERSHIP, RENAISSANCE PARTNERS CORPORATION FOR ADDITIONAL FINANCIAL ASSISTANCE OR MODIFICATION THROUGH MULTI-FAMILY GRANT AND TAX INCREMENT FINANCING FUNDS FOR REHABILITATION OF BUILDING AT 3757 -- 3763 S. WABASH AVE.

[O2023-1645/O2023-0001294]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the restructuring of a loan agreement with Renaissance Partners Limited Partnership, Renaissance Partners Corporation for additional financial assistance or modification through Multi-Family grant and Tax Increment Financing (TIF) funds for acquisition and rehabilitation of the building at 3757 -- 3763 South Wabash Avenue, located in the 3rd Ward (O2023-1645), in amounts up to \$5,513,737 in TIF funds and up to \$600,000 in Multi-Family grant, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, The City has certain funds available from the United States Department of Health and Human Services, through the State of Illinois, Department of Public Aid for use by the City for projects benefiting residents of Empowerment Zone Areas ("Empowerment Zone Funds"); and

WHEREAS, On June 29, 1999, the City made a loan of Multi-Family Program Funds in the principal amount of \$4,168,617, with an interest rate of zero percent per annum and a term through June 29, 2031 (the "Multi-Family Loan"), to Renaissance Partners Limited Partnership, an Illinois limited partnership ("Borrower"); and

WHEREAS, On June 29, 1999, the City made a loan of Empowerment Zone Funds in the principal amount of \$3,000,000, with an interest rate of zero percent per annum and a term through June 29, 2031 (the "EZ Loan"), to the Borrower; and

WHEREAS, The Multi-Family Loan and the EZ Loan were collectively secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated as of June 29, 1999, made by Borrower in favor of the City (the "City Mortgage"); and

WHEREAS, Proceeds of the Multi-Family Loan and the EZ Loan were used for the acquisition and rehabilitation of a building (the "Facility") located at 3757 -- 3763 South Wabash Avenue (the "Property"); and

WHEREAS, The sole general partner of the Borrower is Renaissance Partners Corporation, an Illinois corporation; and

WHEREAS, The Borrower has requested additional financing and certain modifications to the Multi-Family Loan and the EZ Loan to make needed repairs to the Facility (as further described in Exhibit A attached hereto, the "Project"); and

WHEREAS, Pursuant to an ordinance passed by the City Council on October 11, 2017 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 55903 through 55915, inclusive (the "STSC Ordinance"), as amended by an ordinance passed by the City Council on January 18, 2023 and published in the *Journal* for such date at pages 59124 through 59349, inclusive (the "STSC Reimbursement Ordinance" and together with the STSC Ordinance, the "STSC Bond Ordinance"), the City authorized the Sales Tax Securitization Corporation ("STSC") to issue bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds, when issued, will reimburse corporate funds ("Corporate Funds") used for the purposes identified in the STSC Reimbursement Ordinance (the "STSC New Money Purposes"); and

WHEREAS, DOH has preliminarily reviewed and approved the making of a grant to the Borrower in an amount not to exceed \$600,000 (the "City Grant"), to be funded from Corporate Funds and/or STSC proceeds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Borrower has requested and DOH desires to approve a restructuring (the "Restructuring") of the Multi-Family Loan and the EZ Loan in a manner that: (1) will not alter the principal balance of the Multi-Family Loan or the EZ Loan; (2) will not alter the interest rate on the principal balance of the Multi-Family Loan or EZ Loan; (3) will extend the maturity date of the Multi-Family Loan and EZ Loan; and (4) may modify certain repayment terms of the Multi-Family Loan and EZ Loan (collectively, the "Material Terms"); and

WHEREAS, To induce certain redevelopment pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), in accordance with the provisions of the Act, the City Council, pursuant to ordinances adopted on November 4, 1998: (1) approved and adopted a redevelopment plan (the "Plan") for the Bronzeville Tax Increment Redevelopment Financing Project (the "Area"); (2) designated the Area as a redevelopment project area pursuant to the Act; and (3) adopted tax increment allocation financing for the Area (such ordinances, as amended from time to time, are collectively referred to herein as the "TIF Ordinance"); and

WHEREAS, Pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("Incremental Taxes") are deposited from time to time in the "Bronzeville Redevelopment Project Area Special Tax Allocation Fund" (the "TIF Fund") established pursuant to the TIF Ordinance; and

WHEREAS, The Project is consistent with the goals and objectives of the Plan; and

WHEREAS, By Resolution Number 22-CDC-22, adopted by the Community Development Commission ("CDC") on June 14, 2022, the CDC has recommended that the Borrower be designated as the developer for the Project (as defined in such resolution), and that the City, through its Department of Planning and Development ("DPD"), be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Borrower for the Project to be financed in part by a portion of Incremental Taxes, if any, deposited in the TIF Fund pursuant to Section 5/11-74.4-8(b) of the Act; now, therefore,

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

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

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

SECTION 3. The Restructuring of the Multi-Family Loan and the EZ Loan is hereby approved as described above. Each Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Restructuring. Each Authorized Officer is hereby authorized, subject to the approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with any future Restructuring of the Multi-Family Loan and EZ Loan that does not substantially modify Material Terms.

SECTION 4. Notwithstanding anything to the contrary contained in the Municipal Code of Chicago or any other ordinance or mayoral executive order, no parties other than the owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Owner"), any legal entities that are direct owners in excess of 7.5 percent of the Owner that changed in connection with the Restructuring, and all legal entities that constitute the direct or indirect controlling parties of the Owner (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

SECTION 5. The Project (as described on Exhibit A hereto) shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Sections 2-44-080 through 2-44-105 of the Municipal Code of Chicago shall not apply to the Project or the Property (as defined on Exhibit A hereto).

SECTION 6. The Borrower is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 7. The Commissioner of DPD or a designee of the Commissioner of DPD are each hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Borrower and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 8. The City Council hereby finds that the City is authorized to pay \$5,313,737 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account") to the Borrower to finance a portion of the eligible costs included within the Project. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 8.

SECTION 9. Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Chief Financial Officer (or his or her designee) of the City is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 10. The Mayor, the Authorized Officer, the Chief Financial Officer, the City Comptroller, the City Clerk and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements, and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 11. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 12. This ordinance shall be effective 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)

Borrower: Renaissance Partners Limited Partnership, an Illinois limited partnership ("Borrower").

Project: Borrower will rehabilitate its Property located at 3745 -- 3763 South Wabash Avenue, Chicago, Illinois 60653, making the building compliant as permanent supportive housing facility with 101 RAD-2 Section 8 housing units.

City Grant:

Source: Corporate Funds and/or STSC proceeds.

Amount: Not to exceed \$600,000.

Other Financing:

1. Senior Loan:

Source: Chicago Community Loan Fund or such other entity acceptable to the Authorized Officer.

Amount: Not to exceed \$2,500,000 or such other amount acceptable to the Authorized Officer.

Term: Approximately 36 months or such other term that is acceptable to the Authorized Officer.

Interest: Not to exceed 4.75 percent per annum or such other term that is acceptable to the Authorized Officer.

Security: First mortgage on the Property, to be replaced with senior permanent loan facility upon construction completion and/or other security acceptable to the Authorized Officer.

2. Tax Increment Financing ("TIF") Funds:

Proceeds: Up to \$5,313,737 or such other amount acceptable to the Authorized Officer.

Source: Incremental Taxes from Bronzeville TIF Area.

3. Existing Multi-Family Loan and EZ Loan:

Source: City of Chicago.

Amount: \$7,168,617.

Term: Restructured term that is acceptable to the Authorized Officer.

Interest: Zero percent per annum.

Security: Second mortgage on the Property or other security acceptable to the Authorized Officer.

4. FHLB Loan:

Source: Federal Home Loan Bank or such other entity acceptable to the Authorized Officer.

Amount: Not to exceed \$900,000, or such other amount acceptable to the Authorized Officer.

Term: Not to exceed 32 years or such other term that is acceptable to the Authorized Officer.

Interest: Zero percent per annum or such other term that is acceptable to the Authorized Officer.

Security: Mortgage on the Property junior to the City Mortgage, and/or other security acceptable to the Authorized Officer.

5. Developer Equity:

Amount: \$100.

Exhibit "B".
(To Ordinance)

Renaissance Apartments (Wabash Y) Redevelopment Agreement.

This Renaissance Apartments (Wabash Y) Redevelopment Agreement (this "Agreement") is made as of this ____ day of ____ 2023, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Renaissance Partners Limited Partnership, an Illinois limited partnership (the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances: (1) on November 4, 1998, "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Bronzeville TIF Redevelopment Project Area"; (2) on November 4, 1998, "An Ordinance of the

City of Chicago, Illinois Designating the Bronzeville TIF Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; (3) on November 4, 1998, "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Bronzeville TIF Redevelopment Project Area" (the "TIF Adoption Ordinance"); (4) on July 29, 2003, "An Ordinance of the City of Chicago, Illinois Amending the Bronzeville TIF Redevelopment Plan and Project" (the "1st Plan Amendment") (5) on December 7, 2005, "An Ordinance of the City of Chicago, Illinois Amending the Bronzeville TIF Redevelopment Plan and Project" (the "2nd Plan Amendment"); (6) on May 2, 2014, "An Ordinance of the City of Chicago, Illinois Amending the Bronzeville TIF Redevelopment Plan and Project" (the "3rd Plan Amendment"); (7) on June 28, 2017 "An Ordinance of the City of Chicago, Illinois Amending the Bronzeville TIF Redevelopment Plan and Project" (the "4th Plan Amendment") (items(1)-(7) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: Developer owns certain property located within the Redevelopment Area at 3757-63 South Wabash Avenue, Chicago, Illinois 60653 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall rehabilitate the building to be in compliance as a permanent supportive housing facility with 100 RAD-2 Section 8 housing units (the "Facility"). The units in the Facility will be affordable to households at or below 60% of the area median income. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Bronzeville Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") adopted on November 4, 1998 included in the Plan Adoption Ordinance and published at pages 80642-80781 of the Journal of Proceedings of the City Council, as amended by the 1st Plan Amendment, 2nd Plan Amendment 3rd Plan Amendment and 4th Plan Amendment.

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Redevelopment Area
2. Definitions	B *Property
3. The Project	C *TIF-Funded Improvements
4. Financing	D [intentionally omitted]
5. Conditions Precedent	E Construction Contract
6. Agreements with Contractors	F Escrow Agreement
7. Completion of Construction or Rehabilitation	G *Permitted Liens
8. Covenants/Representations/Warranties of Developer	H-1 *Project Budget
9. Covenants/Representations/Warranties of the City	H-2 *MBE/WBE Budget
10. Developer's Employment Obligations	I Approved Prior Expenditures
11. Environmental Matters	J Opinion of Developer's Counsel
12. Insurance	K *Preliminary TIF Projection -- Real Estate Taxes
13. Indemnification	L Form of Payment Bond
14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	
17. Notice	(An asterisk (*) indicates which exhibits are to be recorded.)
18. Miscellaneous	

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in the Recitals hereof.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

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

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar

year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (**Section 8.06**); (2) compliance with the Jobs Covenant (**Section 8.06**); (3) delivery of Financial Statements and unaudited financial statements (**Section 8.13**); (4) delivery of updated insurance certificates, if applicable (**Section 8.14**); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (**Section 8.15**); (6) compliance with all other executory provisions of this Agreement.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Certificate" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

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

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

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

"Compliance Period" shall mean a period of ten years from the issuance of the Certificate.

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

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, to be entered into between Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Department of Law.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Employment Plan" shall have the meaning set forth in Section 5.12 hereof.

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

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the City, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), substantially in the form of Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Financial Interest" shall have the meaning set forth for such term in Section 2-156-010 of the Municipal Code.

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

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

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

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

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

"Indemnatee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

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

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

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

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Phase I ESA" shall mean a Phase I environmental site assessment of the Property in accordance with ASTM E-1527-13.

"Phase II ESA" shall mean a Phase II environmental site assessment of the Property in accordance with ASTM E-1903-19.

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

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

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

"RAP Approval Letter" shall mean written approval from the IEPA of a Remedial Action Plan ("RAP").

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a final, comprehensive residential No Further Remediation Letter.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

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

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

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

"SRP" shall mean the Illinois Site Remediation Program codified at 35 Ill. Adm. Code Part 740 et seq.

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

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the Compliance Period.

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF District Administration Fee" shall mean the fee described in Section 4.05(c) hereof.

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

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

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean Greater Illinois Title Company.

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

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than [_____, 2023]; and (ii) complete construction and conduct business operations therein no later than [_____, 2026].

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Fourteen Million Five Hundred Fifty Nine Thousand Four Hundred Forty Three Dollars (\$14,559,443). Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Rehabilitation Project must be submitted by Developer to DPD's Construction and Compliance division for DPD's prior written approval. Developer shall not authorize or permit the performance of any work relating to any change order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

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

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. Developer shall provide DPD with written quarterly written progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform

periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder.

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

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

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

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

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$[14,559,443], to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

TIF	\$5,313,737*
Federal Home Loan Bank	\$ [899,900]
City Corporate Funds and/or STSC Bond Funds Grant	\$ 600,000
Chicago Community Loan Fund	\$[2,334,246]
Existing City Loan	\$[7,168,617]
Deferred Developer Fee	\$[14,089]
Developer Equity	\$ 100
ESTIMATED TOTAL	\$[14,559,443]

* A portion of the Chicago Community Loan Fund loan will be used to bridge the TIF.

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

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

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide up to \$5,313,737 in City funds from Incremental Taxes (the "City Funds") to reimburse Developer for the costs of the TIF-Funded Improvements, provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Five Million Three Hundred Thirteen Thousand Seven Hundred Thirty Seven Dollars (\$5,313,737) or thirty-seven percent (37%) of the actual total Project costs, and provided further, that the \$5,313,737 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.08 and Section 5 hereof, the City shall disburse the City Funds as follows: (i) \$1,328,434.25 upon the completion of 25% of the construction of the Project (based on the amount of expenditures incurred in relation to the Project Budget) as evidenced by an Architect's Certificate; (ii) \$1,328,434.25 upon completion of 50% of the construction of the Project (based on the amount of expenditures incurred in relation to the Project Budget) as evidenced by an Architect's Certificate; (iii) \$1,328,434.25 upon completion of 75% of the construction of the Project (based on the amount of expenditures incurred in relation to the Project Budget) as evidenced by an Architect's Certificate; and (iv) \$1,328,434.25 upon the issuance by DPD of the Certificate. The City hereby represents to the Developer that except for the Prior TIF Obligations the City has not made and will not make a pledge of Incremental Taxes to any entity, party or person that is senior or superior to the pledge of Incremental Taxes to Developer hereunder.

4.04 Construction Escrow. The City and Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds (except for the Prior Expenditures and acquisition costs disbursed through a deed and money escrow at the closing) shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer pursuant to Section 4.01 hereof.

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

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

4.07 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by Developer to DPD of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Sections 7.03 and 15.02 hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Recorder	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.07 Surveys. Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If Developer has engaged special

counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. Developer has provided Financial Statements to DPD for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07.

5.13 Environmental. Developer has provided DPD with copies of Phase I ESA and Phase II ESA. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Organizational Documents; Economic Disclosure Statement. The Developer has provided a copy of its certificate of limited partnership containing the original certification of the Secretary of State of Illinois; the Developer's certificate of existence from the Secretary of State of Illinois; and, a certified copy of the Developer's limited partnership agreement. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Litigation. Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any portion of the Project, Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Prior to the commencement of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit N hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. (a) Upon completion of the construction of the Project in accordance with the terms of this Agreement and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

(b) Developer acknowledges and understands that the City will not issue a Certificate until (i) the City's Monitoring and Compliance unit has determined in writing that Developer is in complete compliance with all City requirements (M/WBE, City residency and prevailing wage) as required in this Agreement; (ii) the Project, including the rehabilitation of all 101 residential units and all related improvements, has been completed; (iii) the City has received evidence that the Project has complied with the Chicago Sustainable Development Policy; (iv) the City has received evidence that Developer has complied with the environmental requirement of Section 11; (v) the Facility is open for operation and in the process of being marketed for lease to tenants; and (vi) Developer Parties have received a Certificate of Occupancy from the City or other evidence reasonably acceptable to DPD that the Developer Parties have complied with building permit requirements.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.06, 8.19 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided,

that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the TIF Bonds, if any.

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

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

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

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

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer shall acquire and shall maintain during the Term good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15 hereof);

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

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

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

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

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(l) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the

City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Developer understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the TIF Fund; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party are likely to be substantially less than the maximum amounts set forth in Section 4.03(b);

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.21 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(r) Developer acknowledges that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City

Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation and Retention; Covenant to Remain in the City. Developer shall aspire to retain not less than ten (10) full-time equivalent, permanent jobs, four (4) part-time jobs and sixteen (16) trainees at the Project following issuance of the Certificate. Developer hereby covenants and agrees to maintain its operations within the City of Chicago at the Property through the Term of the Agreement.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer

shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

8.08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

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

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

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

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

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

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the

county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

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

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

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

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

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

(c) Real Estate Taxes.

(i) Intentionally Omitted

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) Intentionally Omitted

(iv) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value as shown in Exhibit K.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the

joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.19(c).

8.20 Annual Report(s). (a) Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

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

8.22 Sustainable Development. Within one year following the issuance of the Certificate, Developer shall provide written evidence acceptable to the City that the Project complies with the Chicago Sustainable Development Policy. Failure to so comply with the Chicago Sustainable Development Policy shall be considered an Event of Default and result in a repayment of \$250,000 of City Funds to the City in accordance with Section 15.02.

8.23. FOIA and Local Records Act Compliance.

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

(b) Exempt Information. Documents that the Developer submits to the City under Section 8.21, (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local

Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

8.24 Affordable Housing Covenant. Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain Regulatory Agreement executed by Developer and DPD as of the date hereof shall govern the terms of Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

- (a) The Facility shall be operated and maintained solely as residential rental housing ;
- (b) There are 101 units—one of which will be a manager's unit at 60% AMI or below. All other (100) units in the Facility shall be available for occupancy to and be occupied solely by one or more qualifying as Low Income Families (as defined below) upon initial occupancy; and
- (c) All of the units in the Facility have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.
- (d) As used in this Section 8.25, the following terms has the following meanings:
 - (i) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and
 - (ii) "Low Income Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.
- (e) The covenants set forth in this Section 8.25 shall run with the land and be binding upon any transferee.
- (f) The City and Developer may enter into a separate agreement to implement the provisions of this Section 8.25.

8.26 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the

execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction

of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

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

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

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

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

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

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

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

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

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

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

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

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

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

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

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 26 percent by MBEs.
- (2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such

solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

[Subject to change upon AIS review]

11.01. Environmental Due Diligence.

(a) The Developer provided the City with a Phase I ESA compliant with ASTM E-1527-13 for the Property prior to and conducted, or updated, within 180 days prior to the conveyance of the Property and a Phase II ESA.

(b) The Phase I ESA for the Property identified Recognized Environmental Conditions ("RECs") and the Developer performed a Phase II Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs.

(c) The Phase II ESA identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Developer must enroll the Property (or any portion thereof) in the IEPA SRP. The Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a RAP Approval Letter for the Property.

(d) The City's Department of Assets, Information and Services ("AIS") shall have the right to review and approve the sufficiency of the Phase I ESA for the purpose of determining whether any environmental or health risks would be associated with the development of the Property Project. Upon AIS's request, the Developer shall perform additional studies and tests, including, without limitation, updating or expanding the Phase I ESA. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work.

11.02. [intentionally omitted]

11.03. Environmental Remediation.

(a) Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final NFR Letter using all reasonable means. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Developer shall bear sole responsibility for all aspects of the Remediation Work necessary to obtain the Final Comprehensive residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property including, but not limited to, the removal of soil exceeding residential remediation objectives as determined by 35 Ill. Adm. Code Part 742, demolition debris, and the removal or treatment of Hazardous Substances or Other Regulated Material. In addition, the Developer shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 Ill. Adm. Code Part 734. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not permit occupancy for the Property until the IEPA has issued, the City has approved, and the Developer has recorded with the Office of the Clerk

of Cook County, Illinois, Recordings Division, a Final NFR Letter for the Property, which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final NFR Letter within six (6) months of the submission of the RACR to the IEPA, then the City shall have the right to record a notice of default of this Agreement against the Property.

(b) Upon the later to occur of (i) the City's issuance of the Certificate, and (ii) the Developer's recording with the Office of the Recorder of Deeds for Cook County, Illinois, a Final NFR letter for the Property, the Developer shall submit a written request to DPD for the return of the Environmental Performance Deposit. The City will cause the return the Environmental Performance Deposit plus all accrued interest within ninety (90) days of its receipt of such request.

(c) The Developer must abide by the terms and conditions of the Final NFR letter.

11.04. Environmental Representation. Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

11.05. Release and Indemnification. The Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Developer or any of the Developer's Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901 et seq ("CERCLA"); and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with,

directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

11.06 Survival. This Section 11 shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

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

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

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

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

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

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnities") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnities in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnities in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement or;

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

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

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or the death of any natural person who owns a material interest in Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City; or

(l) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in Developer shall be one owning in excess of ten (10%) of Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under Section 8.06, Developer shall be obligated to repay to the City all previously disbursed City Funds.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made

prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer"; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

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) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: c/o The Renaissance Collaborative, Inc. 3757 S. Wabash Avenue Chicago, Illinois 60653 Attention: Executive Director
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: Pro Creative Law, LLC 1 S. Dearborn Street, 20 th Floor Chicago, Illinois 60603 Attention: Stephanie Green, Esq.

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days.

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

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach

by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

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

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

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

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

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

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

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

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

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

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

18.14 Assignment. Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.23 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

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

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

Renaissance Partners Limited Partnership,
an Illinois Limited Partnership

By: Renaissance Partners Corporation,
an Illinois limited partnership
Its: General Partner

By: _____
Patricia Abrams,
Executive Director

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

By: _____
Maurice D. Cox,
Commissioner

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that Patricia Adams, personally known to me to be the Executive Director of Renaissance Partners Corporation, an Illinois corporation and general partner of Renaissance Partners Limited Partnership, an Illinois limited partnership (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the General Partner of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

[Seal]

State of Illinois)
) SS.
County of Cook)

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

Given under my hand and notarial seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

[(Sub)Exhibit "A" referred to in this Renaissance Apartments (Wabash Y)
Redevelopment Agreement unavailable at time of printing.]

[(Sub)Exhibits "E", "F", "I", "K" and "L" referred to in this Renaissance Apartments
(Wabash Y) Redevelopment Agreement intentionally omitted.]

(Sub)Exhibits "B", "C", "G", "H-1", "H-2" and "J" referred to in this Renaissance Apartments
(Wabash Y) Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Renaissance Apartments (Wabash Y) Redevelopment Agreement)

Property.

Legal Description (subject to survey and title insurance):

Common Address:

3757 -- 3763 South Wabash Avenue
Chicago, Illinois.

Permanent Index Numbers:

17-34-322-004;

17-34-322-005;

17-34-322-006;

17-34-322-007; and

17-34-322-008.

(Sub)Exhibit "C".
(To Renaissance Apartments (Wabash Y) Redevelopment Agreement)

TIF-Funded Improvements.

Rehabilitation	\$5,519,189
Environmental Remediation	15,760
Total:	\$5,534,949*

(Sub)Exhibit "G".
(To Renaissance Apartments (Wabash Y) Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval.]

* Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of \$5,313,737 or 37 percent of the Project Budget.

(Sub)Exhibit "H-1".
(To Renaissance Apartments (Wabash Y) Redevelopment Agreement)

Project Budget.

Refinance/Loan Pay-Off	\$7,168,617
Net Construction Costs	4,841,393
General Conditions	290,484
Overhead	96,828
Profit	290,484
Building Permits	31,187
GC Insurance	37,615
Contingency	551,919
Soil Testing	5,400
Other Environmental	27,500
Architect -- Design	152,342
Architect -- Supervision	50,781
Engineering Fees	20,000
PNA Report	16,000
Permit Expediter	5,000
As-Is Plats and Surveys	4,000
Accountant -- General	12,000
Legal -- Organizational	40,000
Legal -- Syndication	15,000
Appraisal	7,500

Market Study	\$ 3,500
Phase I Environmental Report	7,500
Phase II Environmental Report	15,760
Title and Recording Fees	6,000
Other Professional Fees	15,000
Application Fees	1,250
Architect Fee	3,757
Lender Legal Fees	4,500
Construction Interest	124,800
Liability Insurance	20,000
Other Tenant Relocation	43,000
Developer Fee	550,000
Lease-Up Reserve	4,976
Operating Reserve	60,000
Replacement Reserve	<u>35,350</u>
Total Developmental Costs:	\$14,559,443

(Sub)Exhibit "H-2".
(To Renaissance Apartments (Wabash Y) Redevelopment Agreement)

MBE/WBE Budget.

Hard Construction Costs: \$5,519,189

26 percent of \$5,519,189 = \$1,434,989 MBE

65 percent of \$5,519,189 = \$331,151 WBE

(Sub)Exhibit "J".

(To Renaissance Apartments (Wabash Y) Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To be retyped on Developer's Counsel's letterhead]

_____, _____
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Renaissance Partners Limited Partnership, an Illinois limited partnership (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Bronzeville TIF District Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of Developer's: (i) Articles of Organization, as amended to date; (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business; (iii) Agreement of Limited Partnership, as amended to date; and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a limited partnership duly organized, validly existing and in good standing under the laws of its state of organization, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign entity under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's Agreement of Limited Partnership or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto: (a) identifies each class of capital stock of Developer; (b) sets forth the number of issued and authorized shares of each such class; and (c) identifies the record owners of shares of each class of capital stock of Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of Developer. Each outstanding share of the capital stock of Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's
Counsel unavailable at time of printing.]

CONVEYANCE OF CITY-OWNED PROPERTIES AT 4553, 4555, 4559 AND
4569 N. PULASKI RD. AND PROVISION OF OPEN SPACE FEES TO
NEIGHBORSPACE FOR FIRST NATIONS GARDEN PROJECT.

[O2023-1640/O2023-0001304]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the conveyance of city-owned property at 4553, 4555, 4559 and 4569 North Pulaski Road and provision of Open Space Impact Fee funds to NeighborSpace for First Nations Garden Project, located in the 33rd Ward (O2023-1640), in an amount up to \$93,990 in Open Space Fees, up to \$350,000 in TIF funds and up to \$500,000 in Chicago Recovery Plan funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council ("City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the City's Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected, and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The City's Department of Planning and Development (the "Department") has determined that the Fee-Paying Developments built in the Albany Park Community Area have deepened the already significant deficit of open space in such area, which deficit was documented in the comprehensive plan entitled "The City Space Plan", adopted by the Chicago Plan Commission on September 11, 1997, and adopted by the City Council on May 20, 1998; and

WHEREAS, NeighborSpace is an Illinois not-for-profit corporation dedicated to preserving and creating open space; and

WHEREAS, The Original NeighborSpace, as defined below. Ordinance contemplates that the City would donate, sell or lease land to NeighborSpace, and that NeighborSpace, in turn, would enter into agreements with local groups to use and maintain the land as community gardens or other public open space; and

WHEREAS, The 2021 NeighborSpace Ordinance, as defined below, provides that NeighborSpace will retain the powers to buy, accept donations of, own, lease, hold easements to, and sell real property, and will continue to enter into agreements with local groups for the use and maintenance of open spaces; and

WHEREAS, The City owns the real property located in the Albany Park Community Area at 4553 -- 4569 North Pulaski Road and legally described in Exhibit A attached hereto (the "City Parcels"); and

WHEREAS, The City Parcels are presently used as a community-managed garden known as the First Nations Community Garden (the "Garden"); and

WHEREAS, By ordinance adopted on March 26, 1996, and published at pages 18969 to 18979 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date (the "Original NeighborSpace Ordinance"), the City authorized the execution of an intergovernmental agreement between the City, the Chicago Park District and the Forest Preserve District of Cook County (the "Original NeighborSpace IGA") to establish NeighborSpace, a not-for-profit corporation, to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace was incorporated under the laws of the State of Illinois on May 29, 1996, exclusively for charitable, scientific and educational purposes, including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City, the Chicago Park District and the Forest Preserve District of Cook County entered into the Original NeighborSpace IGA on or as of January 16, 1997; and

WHEREAS, Following two extensions, the Original NeighborSpace IGA expired on December 1, 2020; and

WHEREAS, Pursuant to an ordinance adopted on May 26, 2021, and published at pages 30443 to 30455 in the *Journal* of such date (the "2021 NeighborSpace Ordinance"), the City, the Chicago Park District and the Forest Preserve District of Cook County entered into a new intergovernmental agreement (the "2021 NeighborSpace IGA") to continue their support of NeighborSpace; and

WHEREAS, The primary mission of NeighborSpace is to acquire small open spaces to ensure their continued survival for community use; and

WHEREAS, The 2021 NeighborSpace Ordinance, like the Original NeighborSpace Ordinance, contemplates that the City would donate, sell or lease land to NeighborSpace, and that NeighborSpace, in turn, would enter into agreements with local groups to use and maintain the land as community gardens or other public open space; and

WHEREAS, The City desires to convey the City Parcels to NeighborSpace for the Project (as hereinafter defined) and to facilitate continuing community management of the Garden; and

WHEREAS, The Board of Directors of NeighborSpace approved the acquisition of the City Parcels on June 25, 2019; and

WHEREAS, On February 16, 2023, the Chicago Plan Commission, by Resolution Number 23-009-21, approved the sale of the City Parcels to NeighborSpace; and

WHEREAS, Public notices advertising DPD's intent to sell the City Parcels to NeighborSpace and requesting alternative proposals appeared in the *Chicago Sun-Times* on December 9 and 22, 2022, and January 5 and 12, 2023; and

WHEREAS, No other responsive proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, The City Council finds that the conveyance of the City Parcels to NeighborSpace is in the best interests of the City and is consistent with the CitySpace Plan; and

WHEREAS, The Department desires to grant Open Space Fees in an amount not to exceed \$93,990 to NeighborSpace for the purpose of funding a Garden improvement project, which will provide enhanced open space and recreational facilities for the benefit of the residents of the Albany Park Community Area (the "Project"); and

WHEREAS, The Department and the NeighborSpace have agreed to enter into a grant agreement in substantially the form attached hereto as Exhibit B (the "OSIF Agreement") whereby the Department shall pay for or reimburse NeighborSpace for a portion of the Project costs; and

WHEREAS, The NeighborSpace has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement; and

WHEREAS, The Department has determined that the use of the Open Space Fees to assist with the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the Albany Park Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, The Department has recommended that the City Council: (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the Department to enter into the Agreement; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on February 27, 2002, and published at pages 79688 to 79771 in the *Journal* of such date, a certain redevelopment plan and project (the "Plan") for the Lawrence/Pulaski Project Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 27, 2002, and published at pages 79772 to 79782 of the *Journal* of such date, the Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on February 27, 2002, and published at pages 79783 to 79793 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, NeighborSpace desires to use tax increment funds (the "TIF") in an amount not to exceed \$350,000 from the Redevelopment Area for the Project; and

WHEREAS, NeighborSpace has proposed to undertake the Project to be financed in part by Incremental Taxes from the Redevelopment Area in accordance with the Plan and pursuant to the terms and conditions of a redevelopment agreement (the "TIF Redevelopment Agreement") in substantially the form attached hereto as Exhibit C; and

WHEREAS, By Resolution Number 23-CDC-10, adopted on February 14, 2023, the CDC authorized the Department to advertise its intent to negotiate a sale of the City Property to the Developer and to request alternative proposals, and recommended the sale of the City Property to the Developer if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with the Developer's proposal; and

WHEREAS, It is also intended that funding for the Project will include a grant from the City using funds from the Chicago Recovery Program, as administered by the United States Department of Treasury; 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 Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the NeighborSpace in an amount not to exceed \$93,990 from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. The Commissioner or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the OSIF 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 OSIF Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the OSIF Agreement on the part of the Department.

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

SECTION 6. The Commissioner or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the TIF Redevelopment Agreement between NeighborSpace and the City and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the TIF Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Parcels or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 7. The City hereby approves the conveyance of the City Parcels to NeighborSpace in their "as is" condition for the sum of One Dollar (\$1.00). The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk, is authorized to attest, a quitclaim deed or deeds conveying the City Parcels to NeighborSpace. The quitclaim deed(s) shall include the following covenant running with the land, or language substantially similar and acceptable to the Corporation Counsel:

NeighborSpace shall use, or permit the use, of the City Parcels as open space only, including, without limitation, as a community garden. The City, acting through the Commissioner of the City's Department of Planning and Development, or any successor department thereto, shall have authority to release this covenant upon the request of NeighborSpace. If NeighborSpace uses, or permits the use, of the City Parcels for any other purpose, without first obtaining a release of this covenant, the City may re-enter and take possession of the City Parcels, terminate the estate conveyed to NeighborSpace, and revert title to the City Parcels in the City.

SECTION 8. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description.

(Subject To Final Survey And Title Commitment)

Parcel 1:

Lot 6 in Block 4 in Tryon and Davis Second Addition to Irving Park, being a subdivision of the north 7¼ rods of the north half of the south half of the west half of the northwest quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4569 North Pulaski Road
Chicago, Illinois.

Permanent Index Number:

13-4-114-001-0000.

Parcel 2:

Lot 5 in Block 4 in Tryon and Davis Second Addition to Irving Park, being a subdivision of the north 7¼ rods of the north half of the south half of the west half of the northwest quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4555 North Pulaski Road
Chicago, Illinois.

Permanent Index Number:

13-4-114-002-0000.

Parcel 3:

Lot 4 in Block 4 in Tryon and Davis Second Addition to Irving Park, being a subdivision of the north 7¼ rods of the north half of the south half of the west half of the northwest quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4553 North Pulaski Road
Chicago, Illinois.

Permanent Index Number:

13-4-114-003-0000.

Parcel 4:

Lot 1 in Block 4 in Tryon and Davis Second Addition to Irving Park, being a subdivision of the north 7¼ rods of the north half of the south half of the west half of the northwest quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4559 North Pulaski Road
Chicago, Illinois.

Permanent Index Number:

13-4-114-004-0000.

Parcel 5:

Lot 2 in Block 4 in Tryon and Davis Second Addition to Irving Park, being a subdivision of the north 7¼ rods of the north half of the south half of the west half of the northwest quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4555 North Pulaski Road
Chicago, Illinois.

Permanent Index Number:

13-4-114-005-0000.

Exhibit "B".
(To Ordinance)

Grant Agreement With NeighborSpace.

This grant agreement (this "Agreement") is entered into this _____ day of _____, 2023, between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), and NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). NeighborSpace and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, NeighborSpace was created as a collaboration among the City, the Chicago Park District and the Forest Preserve District of Cook County, for the purposes of owning, leasing, managing, or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, the City is a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago, as amended (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-

Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Albany Park Community Area have deepened the already significant deficits of open space in the Albany Park Community Area, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City desires to grant NeighborSpace impact fee funds to pay or reimburse NeighborSpace for constructing the First Nations Garden at 4553-4569 North Pulaski Road in the Albany Park area (the "Project") as described on Exhibit 1; and

WHEREAS, DPD desires to provide to NeighborSpace Open Space Fees in amounts not to exceed \$93,990 for the First Nations Garden project; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Albany Park Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD desires to provide to NeighborSpace Open Space Fee proceeds in an aggregate amount not to exceed \$93,990 (the "Grant") to undertake the Project; and

WHEREAS, on _____, 2023 the City Council of the City adopted an ordinance published in the Journal for said date commencing on page _____ through _____ thereof, among other things, finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to NeighborSpace; and

WHEREAS, the City and NeighborSpace have among their powers and authority the ability to contract with each other to perform the undertakings described herein;

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

TERMS AND CONDITIONS

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Agreement and made a part hereof.

SECTION 2. THE GRANT

A. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse NeighborSpace for all or part of the cost of completing the Project. The Grant must be used exclusively towards completion of the Project. If the Grant should exceed the cost of completing the Project, NeighborSpace must repay any such excess Grant funds to the City.

B. NeighborSpace hereby acknowledges and agrees that the Grant may be used only to pay capital improvement costs as described in Exhibit 2, ("Eligible Costs").

C. NeighborSpace is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

D. The source of funds for disbursements under this Agreement are Fund Numbers PS14 131 54 5014 2604 (not to exceed \$93,990).

E. NeighborSpace hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of the Open Space Fee proceeds. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of Grant funds, then the City will notify NeighborSpace in writing of that occurrence, and this Agreement will terminate 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.

SECTION 3. COVENANTS AND REPRESENTATIONS

NeighborSpace hereby warrants, represents and/or covenants to the City that:

A. NeighborSpace will use the Grant Funds solely for the Project and to pay only for Eligible Costs.

B. NeighborSpace will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, NeighborSpace, or the Grant. Upon the

City's request, NeighborSpace will provide evidence of such compliance satisfactory to the City.

C. NeighborSpace agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

D. NeighborSpace has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

E. Signing, delivery and performance by NeighborSpace of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which NeighborSpace is party or by which it is bound.

F. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting NeighborSpace that would materially impair its ability to perform under this Agreement.

G. NeighborSpace is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

H. NeighborSpace and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

I. NeighborSpace shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 7 hereof.

J. NeighborSpace shall at all times perform its work in fulfilling NeighborSpace's corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

K. NeighborSpace shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

L. NeighborSpace shall maintain title to the Property in perpetuity and shall operate it, or cause it to be operated, as an open public space for such term.

M. It is the duty of NeighborSpace and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of NeighborSpace and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General

in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. NeighborSpace represents that it understands and will abide by all provisions of Chapter 2-56 of the Code and that it will inform subcontractors of this provision and require their compliance.

SECTION 4. TERM

The term of this Agreement shall commence on the date hereof and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

SECTION 5. [intentionally omitted]

SECTION 6. DISBURSEMENTS

The City will disburse the Grant funds to NeighborSpace after the City has reviewed and approved a listing of Eligible Costs, in such detail and with such supporting documentation as the City may require.

SECTION 7. INSURANCE

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

A. INSURANCE TO BE PROVIDED

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.

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.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, NeighborSpace 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.

4) Professional Liability

When any architects, engineers or professional consultants perform work in connection with this Agreement, NeighborSpace 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.

B. OTHER REQUIREMENTS

NeighborSpace will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. NeighborSpace shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreements 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 required under this Agreement shall not be deemed to be a waiver by the City of any requirements for NeighborSpace to obtain and maintain the specified coverages.

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

The 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.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by NeighborSpace and contractors.

NeighborSpace agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

NeighborSpace expressly understands and agrees that any coverage and limits furnished by NeighborSpace shall in no way limit NeighborSpace's liabilities and responsibilities specified within the Agreement documents or by law.

NeighborSpace expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by NeighborSpace under the Agreement.

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

NeighborSpace shall require all subcontractors to provide the insurance required herein or NeighborSpace may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements as NeighborSpace is subject to under this Agreement, unless otherwise specified herein.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 8. INDEMNIFICATION

NeighborSpace agrees to indemnify and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, attorney's fees and court costs suffered or incurred by the City arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT, REMEDIES AND TERMINATION

A. [intentionally omitted]

B. If NeighborSpace, without the City's written consent, fails to complete the Project within 365 days after the date hereof or transfers title to the Project property to a third party after the date hereof, then the City may terminate this Agreement by providing written notice to NeighborSpace. If the City so terminates this Agreement, NeighborSpace shall reimburse the City promptly any amounts received pursuant to this Agreement.

C. If NeighborSpace defaults by failing to perform any of its obligations under this Agreement not described in paragraphs A or B of this Section 9, and does not cure its default as provided in paragraph D of this Section 9, the City may terminate this Agreement and NeighborSpace will repay the City promptly any amounts received pursuant to this Agreement.

D. If NeighborSpace's default is not described in paragraphs A or B of this Section 9, the City will give NeighborSpace 30 days advance written notice of the City's intent to terminate stating the nature of the default. If NeighborSpace does not cure the default within the 30-day notice period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, NeighborSpace will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously pursues the cure of the default until cured.

E. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

F. Failure by NeighborSpace or any controlling person (as defined in Section 1-23-010 of the Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Code shall be grounds for termination of this Agreement and the transactions contemplated hereby.

SECTION 10. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City shall be charged personally by NeighborSpace or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 11. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Under Section 2-156-030(b) of the Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship that creates a financial interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term financial interest is defined as set forth in Section 2-156-010 of the Code.

Section 2-156-010 defines a “**financial interest**” as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00, provided that such interest shall not include (1) the authorized compensation paid to an official or employee for any office or employment; (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or (5) any ownership through purchase at fair market value or inheritance of not more than \$15,000.00 worth of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended. Such interest also shall not include any ownership by a current official or employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before November 1, 2012.

SECTION 12. GENERAL CONDITIONS

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

B. 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.

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

D. Entire Agreement. This Agreement contains the entire agreement between the City and NeighborSpace and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

E. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

F. Governing Law. 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.

G. Inspection and Records. NeighborSpace shall provide the City with reasonable access to its books and records relating to the Project as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property where the Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this agreement.

H. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

I. Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram, or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
Department 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: Department of Law
City of Chicago
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 NeighborSpace: NeighborSpace
445 North Sacramento Blvd.
Chicago, Illinois 60612
(773) 826-3127
(773) 442-0299 (Fax)
Attention: Ben Helphand, Executive Director

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

J. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City

or NeighborSpace shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or NeighborSpace.

K. 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.

L. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

M. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

N. Waiver. Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing. Any waiver by the City must be in writing. Failure of the City, for any period of time or on more than one occasion, to exercise any remedy available to the City under this Agreement or otherwise shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent event of default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the City and then only to the extent specifically recited therein.

O. Executive Order 2011-4. NeighborSpace agrees that NeighborSpace, any person or entity who directly or indirectly has an ownership or beneficial interest in NeighborSpace of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, NeighborSpace's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (NeighborSpace and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by NeighborSpace, while this Agreement or any Other Contract is executory, (ii) during the term of this Agreement or any Other Contract between NeighborSpace and the City, and/or (iii) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

NeighborSpace represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached NeighborSpace or the date NeighborSpace approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

NeighborSpace agrees that NeighborSpace shall not: (a) coerce, compel or intimidate NeighborSpace's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse NeighborSpace's employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

NeighborSpace agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

NeighborSpace agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If NeighborSpace violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject NeighborSpace's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City to which NeighborSpace are a party that is (i) formed under the authority of chapter 2-92 of the Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Code.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Code.

For purposes of this Section 12(O) only, individuals are "Domestic Partners" if they satisfy the following criteria: (a) they are each other's sole domestic partner, responsible for each other's common welfare; and (b) neither party is married, as marriage is defined under Illinois law; and (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and (e) two of the following four conditions exist for the partners: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) the partners have at least two of the following arrangements: (A) joint ownership of a motor vehicle; (B) a joint credit account; (C) a joint checking account; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Code.

P. FOIA and Local Records Act Compliance.

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

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

3) Local Records Act. NeighborSpace acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, NeighborSpace covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

[The remainder of this page is intentionally blank.

Signatures appear on the following page.]

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

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Maurice D. Cox
Commissioner
Department of Planning and
Development

NEIGHBORSPLACE, an Illinois not-for-profit corporation

By: _____
Ben Helphand
Executive Director

(Sub)Exhibits 1 and 2 referred to in this Grant Agreement with NeighborSpace read as follows:

(Sub)Exhibit 1.
(To Grant Agreement With NeighborSpace)

Project Description.

NeighborSpace desires to purchase the Property from the City and construct a community garden, First Nations Garden, on the Property within the timeframe described herein. It is anticipated that the community garden will be leased to the Chicago Park District after construction.

(Sub)Exhibit 2.
(To OSIF Agreement)

Eligible Costs.

Item	Cost
Remediation and Site Prep.	\$ 350,000
Seat Wall	25,000
Art Installation	10,000
Fencing (gate and ornamental)	75,000
Pathway and Ground Surfaces	59,500
Raised Planting Beds	45,900
Storage Shed	7,200
Garden Structures	100,000
Fire Pits	10,800

Item	Cost
Nature Play Element	\$ 10,000
Landscaping	49,500
Signage	20,000
Water Service, 2 hose bibs, RPZ	50,000
Project Management	139,570
Design Services	10,000
Contingency (13.13 percent)	145,586
Total Project Costs:	\$1,108,056*

Sources	Amount
TIF (Environmental and Site Prep)	\$ 350,000
OSIF	93,990
Private Funding	164,066
Chicago Recovery Program	500,000
Total:	\$ 1,108,056

* Although the Total Project Costs for this Project is \$1,108,056, in no event shall the grant to NeighborSpace under this Agreement exceed \$93,990.

Exhibit "C".
(To Ordinance)

NeighborSpace TIF Redevelopment Agreement.
(First Nations Garden)

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

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Section 8 Maintaining Records and Right to Inspect	Exhibit F Construction Compliance
Section 9 Environmental Matters	Exhibit G Escrow Agreement, if applicable

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition																
Agreement Date (preamble)																	
Developer (preamble)	NeighborSpace, an Illinois not-for-profit corporation																
Project (Recitals)	City Land Sale and development of First Nations Garden																
Ordinance Date (Recitals)	[DATE OF ORDINANCE APPROVING THIS AGREEMENT]																
TIF Area (Recitals)	Lawrence/Pulaski Redevelopment Project Area																
City Grant (Definitions)	\$350,000																
Commencement Date (3.01)	July 1, 2023																
Completion Date (3.01)	December 31, 2025																
Estimated Project Cost (4.01)	\$1,108,056																
Base Grant (Definitions)	\$350,000																
Local Residency Bonus (Definitions)	N/A																
Local Hiring Funds (4.05)	N/A																
Funding Sources (4.01)	<table border="1"> <thead> <tr> <th>Funding Source</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>Equity</td><td>\$0</td></tr> <tr> <td>Lender Financing</td><td>\$0</td></tr> <tr> <td>Capital Grant (TIF)</td><td>\$350,000</td></tr> <tr> <td>OSIF</td><td>\$93,990</td></tr> <tr> <td>CRP</td><td>\$500,000</td></tr> <tr> <td>Private Donations</td><td>\$164,066</td></tr> <tr> <td>TOTAL</td><td>\$1,108,056</td></tr> </tbody> </table>	Funding Source	Amount	Equity	\$0	Lender Financing	\$0	Capital Grant (TIF)	\$350,000	OSIF	\$93,990	CRP	\$500,000	Private Donations	\$164,066	TOTAL	\$1,108,056
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OSIF	\$93,990																
CRP	\$500,000																
Private Donations	\$164,066																
TOTAL	\$1,108,056																
Trade Names (5.05)	N/A																
Certificate Deadline (6.05)	THE DATE 2 YEARS AFTER THE EXECUTION OF THE CONDITIONAL COMMITMENT LETTER																
Permitted Liens (12)	N/A																
Notice Addresses (13.14)	<p>If to the Developer: NeighborSpace, 445 N. Sacramento, Suite 204 Chicago, Illinois 60612, Attention: Ben Helphand, Executive Director</p> <p>If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division</p>																

Signature page to Redevelopment Agreement

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

NEIGHBORSPACE

By: _____
Name: Ben Helphand
Title: Executive Director

CITY OF CHICAGO

By: _____
Maurice D. Cox, Commissioner
Department of Planning and Development

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

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

GIVEN under my hand and official seal this ____ day of _____, 2023.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

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

GIVEN under my hand and official seal this ____ day of _____, 2023.

Notary Public

My Commission Expires _____

SECTION 1. RECITALS

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

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

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

D. TIF Area. The Project is located in the TIF Area. Under ordinances adopted on February 27, 2002 and published in the Journal of Proceedings of the City Council of the City for such date, the City Council: (i) approved a redevelopment plan and project (the "Redevelopment Plan") for the TIF Area; (ii) designated the TIF Area as a "redevelopment project area" within the requirements of the TIF Act; and (iii) adopted tax increment financing for the TIF Area. Items (i)-(iii) above are collectively referred to herein as the "TIF Ordinances".

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

F. City Property. The City is the owner of five (5) parcels of land located at 4553-4569 North Pulaski Road, Chicago, Illinois, as legally described in Exhibit A attached hereto (the "Property"). The Property, which is currently being used as a community-managed garden known as the First Nations Community Garden, consists of approximately 0.42 acres of land and is located in the Albany Park Community Area. The Developer desires to purchase the Property to facilitate continuing community management of the Garden. The Developer shall use TIF funds for environmental clean-up. On the Closing Date, the City shall convey the Property to the Developer. The Developer, within the time frames set forth in this Agreement, shall commence and complete the Project. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

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

SECTION 2. DEFINITIONS

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

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

"AIS" shall have the meaning set forth in Section 9.02 hereof.

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

"Base Grant" shall mean an portion of the Incremental Taxes from the Lawrence/Pulaski Redevelopment Project Area in a not-to-exceed amount of \$350,000 that will be used to reimburse Developer for the costs of TIF Funded Improvements.

"Capital Grant" shall mean the aggregate amount of Base Grant and Local Residency Bonus.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

"City Funds" shall have the meaning set forth in the Recitals hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Grant" shall mean the aggregate amount of Base Grant, Local Residency Bonus and Local Hiring Funds.

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

"Compliance Period" shall mean that period beginning on the date of the issuance of the Certificate until the third anniversary of such date.

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

"Corporation Counsel" shall mean the City's Department of Law.

"Deed" shall have the meaning set forth in Section 3.09(a) hereof.

"Developer Party" and "Developer Parties" shall have the meanings set forth in Section 9.04.

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

"Environmental Documents" shall mean all reports, surveys, field data, correspondence and analytical results prepared by or for the Foundation (or otherwise obtained by the Foundation) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

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

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

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

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

"Event of Default" shall have the meaning set forth in Section 11 hereof.

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

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

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

"IEPA" shall mean the Illinois Environmental Protection Agency.

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

"Indemnified Party" and "Indemnified Parties" shall have the meanings set forth in Section 9.04 hereof.

"Laws" shall mean all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, injunctions, consent decrees or judgments.

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

"Local Hiring" shall mean hiring no less than two employees that satisfy the conditions set forth in Section 4.05(a).

"Local Residency" shall mean (a) if the Developer is an individual, the Developer maintains their primary residence in a Qualified Investment Area, and (b) if the Developer is a legal entity, the individuals who collectively own, directly or indirectly, a majority of the ownership interests in the Developer each maintain their primary residence in a Qualified Investment Area.

"Losses" shall mean any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B hereof.

"MBE/WBE Program" shall have the meaning set forth in Exhibit F hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

"Occupancy Covenant" shall have the meaning set forth in Section 7.05 hereof.

"Operations Covenant" shall have the meaning set forth in Section 7.04 hereof.

"Other Regulated Material" shall mean any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Phase I ESA" shall mean a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-21.

"Phase II ESA" shall mean a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19.

"Project Budget" shall mean the budget attached hereto as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 4.01 hereof.

"Property" shall mean the real property described in Exhibit A hereof.

"RAP" shall mean the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP Approval Letter" shall have the meaning set forth in Section 9.02 hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

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

"Released Claims" shall have the meaning set forth in Section 9.04 hereof.

"Remediation Work" shall mean all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive Residential NFR Letter for the Property, or the applicable portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, the SRP

Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit D, to be delivered by Developer to DPD pursuant to Section 4.06 of this Agreement.

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

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

"SRP Documents" shall mean all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to Section 9 of this Agreement.

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

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

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

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the third anniversary of the date the Certificate is issued.

"TIF" shall have the meaning set forth in the Recitals.

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

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

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean [Name of Title Company].

"Title Commitment" shall have the meaning set forth in Section 3.09(b) hereof.

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

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

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

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

SECTION 3. THE PROJECT

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

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

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

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

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

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

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

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

3.09 Conveyance of Property. The following provisions shall govern the City's conveyance of the Property to the Developer:

(a) Form of Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed") for the sum of One Dollar (\$1.00), subject to the terms of this Agreement and, without limiting the quitclaim nature of the Deed, the following:

- (i) the Redevelopment Plan for the Redevelopment Area;
- (ii) the standard exceptions in an ALTA title insurance policy;

- (iii) general real estate taxes and any special assessments or other taxes;
 - (iv) all easements, encroachments, covenants and restrictions of record and not shown of record;
 - (v) such other title defects as may exist; and
 - (vi) any and all exceptions caused by the acts of the Developer or its agents.
- (b) Title Commitment and Insurance. Not less than ten (10) business days before the Closing Date, the Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation, and later-date fees), and obtaining the Title Policy and any endorsements.
- (b) Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall, as applicable, ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or file a tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall, as its sole remedy, have the option to either (i) proceed with the purchase subject to all defects and exceptions, or (ii) terminate its right to purchase by delivery of written notice to the City, whereupon such purchase right shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder with respect to the Property. If the Developer elects not to terminate its right to purchase the Property as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.
- (c) Closing. The conveyance of the Property to the Developer shall take place on the Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the closing of the land sale occur unless the Developer has satisfied all conditions precedent set forth in Section 5, unless DPD, in its sole discretion, waives one or more of such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county, and municipal real estate transfer tax declarations, and an ALTA statement. The City will not provide a gap undertaking.
- (d) Closing Costs. The Developer shall pay to record the Deed and any other documents incident to the conveyance of the Property to the Developer. The Developer shall also pay all escrow fees and other title insurance fees, premiums and closing costs.
- (e) "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. The Developer acknowledges that it has had an

adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. The Developer agrees to accept the Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Developer, with respect to the structural, physical or environmental condition or the value of the Property, its compliance with any Laws, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Developer acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

SECTION 4. PROJECT FINANCING

4.01 Estimated Project Cost and Sources of Funds. The cost of the Project is estimated to be \$1,108,056, to be applied in the manner set forth in the Project Budget.

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

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

4.04 Distribution of Capital Grant.

Escrow Agreement alternative: If the Grantee has elected to receive the Capital Grant via progress payments (escrow), then subject to the conditions described in Section 4.02 and Section 4.03, and except for Local Hiring Funds described in Section 4.05, the City shall disburse the Capital Grant in installments as described in the Escrow Agreement.

No Escrow Agreement alternative: If the Grantee has not elected to receive the Capital Grant via progress payments (escrow), then subject to the conditions described in Section 4.02 and Section 4.03, and except for Local Hiring Funds described in Section 4.05, the City shall pay 100% of Capital Grant at the issuance of the Certificate.

4.05 (a) Local Hiring Funds. Subject to the terms of the Agreement, the City hereby agrees to provide up to the amount of Local Hiring Funds to be disbursed following the issuance of the Certificate, to reimburse TIF-Funded Improvements incurred no earlier than three months prior to, and no later than 12 months following, receipt of the Certificate. The amount of Local Hiring Funds available will

depend on the total amount of TIF-Funded Improvements incurred during construction and will be established by DPD upon the issuance of the Certificate. Local Hiring Funds being provided hereunder are being granted on a conditional basis, subject to Developer's compliance with the provisions of this agreement and conditions set forth in Section 7.06 hereof. Local Hiring Funds will be paid only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such funds.

To receive the Local Hiring Funds, Developer shall have hired two or more employees after the date of this Agreement, each of whom:

- i) Is not a member of Developer's family by blood or marriage, or a person dwelling at the Developer's primary residency, or Developer themselves;
- ii) Has been continually employed for a minimum of 12 weeks;
- iii) Has maintained employee's primary residence in the Qualified Investment Area;
- iv) Has worked at least 20 hours per week and on aggregate at least 60 hours per week; and
- v) Has received at least minimum wage as defined by the City.

Developer must keep a separate record of wage expenses for the qualifying employees in an organized file. Requests for reimbursement of TIF-Funded Improvements under this Section 4.05(a) can only be submitted once per calendar quarter. Developer must submit the following documents with their reimbursement requests:

- i) Employee Worksheet Form (attached in Exhibit D hereto) listing all new hires, their primary residences, their hourly wages, and their average weekly hours worked; and
- ii) Payroll ledgers and/or copies of pay stubs that verify hours worked, hourly wage, and address for employees.

(b) Local Residency Bonus. The Local Residency Bonus will be funded by the City according to Section 4.04 at the issuance of the Certificate, and it will be paid only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such bonus. The Local Residency Bonus will be provided if the Developer satisfied the following requirements at the time of application submittal and at Project completion. To receive the Local Residency Bonus, the Developer must demonstrate Local Residency by providing at least two of the following four documents as proof of residency for each of the required individuals:

- i) Copy of the recorded lease or deed;
- ii) Driver's license or State ID;
- iii) Voter's registration card; or
- iv) Utility bill dated within the last 90 days

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of the Capital Grant as described in Section 4.04 and Section 4.05, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

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

4.08 Cost Overruns. If the aggregate cost of TIF-Funded Improvements exceeds the City Grant funds available pursuant to Section 4.02 hereof, or if the cost of completing the Project exceeds the Estimated Project Cost, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the Project.

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

SECTION 5. CONDITIONS PRECEDENT

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

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

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing to complete the Project.

5.04 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition acceptable to the City in its sole discretion.

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

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

5.06 Environmental. Developer has provided DPD with a Phase I ESA for the Property dated (or updated) within 180 days prior to the conveyance of the Property and any Phase II ESA reports required by AIS pursuant to Section 9.03. Developer has provided the City with a letter (or letters) from the environmental engineer(s) who completed such assessments, authorizing the City to rely on such assessments.

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

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

5.09 Litigation. The Developer must have provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer and the Property.

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

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

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

SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION

6.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the

Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

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

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

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

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

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

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

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

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

SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

7.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of the Capital Grant hereunder that:

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

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

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

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

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

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

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

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

(i) Developer shall not do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(j) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except lender financing as disclosed to the City; and

(k) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code.

7.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

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

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

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

7.06 Jobs Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain the Local Hiring and/or Local Residency, as applicable, and shall submit

evidence of compliance with these requirements (collectively, the "Jobs Covenant") in a form acceptable to DPD in its sole discretion.

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

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

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

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

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

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

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

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

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

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

7.17 Governmental Charges.

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

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

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

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

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

7.19 FOIA and Local Records Act Compliance.

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

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

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

SECTION 8. MAINTAINING RECORDS AND RIGHT TO INSPECT

8.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 9. ENVIRONMENTAL MATTERS

9.01 Representation and Warranty. The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings and Plans and Specifications and all amendments thereto, and the Redevelopment Plan. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

9.02 Environmental Due Diligence. Prior to the Closing Date, Developer shall perform a Phase I ESA. The City's Department of Assets, Information and Services ("AIS") shall have the right to review and approve the sufficiency of the Phase I ESA for the purpose of determining whether any environmental or health risks would be associated with the development of the Project. Upon AIS's request, Developer shall perform additional studies and tests, including, without limitation, updating or expanding the Phase I ESA. If the Phase I ESA identifies any recognized environmental condition(s) ("REC(s)"), Developer shall perform a Phase II ESA. AIS shall have the right to review in advance and approve the scope of work for the Phase II ESA. AIS shall also have the right to review and approve the sufficiency of the Phase II ESA upon completion. If the Phase II ESA discloses the presence of contaminants exceeding residential remediation objectives as determined by 35 Ill. Adm. Code Part 742, Developer shall enroll the Property (or the applicable portion thereof) in the SRP and thereafter take all necessary and proper steps to obtain written approval from the IEPA of a RAP ("RAP Approval Letter"). Developer acknowledges and agrees that it may not commence construction of the Project until the IEPA issues, and AIS approves, the RAP Approval Letter. The Deed shall include a covenant obligating the Developer to remediate the Property in accordance with the terms of this Section 9.

9.03 Environmental Remediation. Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA, as amended or

supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that that the City will not issue a Certificate of Completion, nor may the Developer request or accept a Certificate of Occupancy for the Project, until the IEPA has issued, AIS has approved (which approval will not be unreasonably withheld), and the Developer has recorded a Final Comprehensive Residential NFR Letter for the Property with the Cook County Clerk's Office. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, then the City shall have the right to record a notice of default of this RDA against the Property. The Developer must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

The Developer shall remove any soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305. If encountered, any underground storage tanks ("USTs") must be removed and closed in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code Part 734. The Developer shall also abandon any permanent wells pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code Part 920).

9.04 Release and Indemnification. Without limiting any other provisions hereof, Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them (each, a "Developer Party" and collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration, escape, seepage, leakage, spillage, emission, discharge or release of Hazardous Substances or Other Regulated Material from the Property to other real property or from other real property to the Property; (iii) any actual or asserted violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901 et seq.; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or

formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses incurred, suffered by or asserted against the City by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, regardless of whether or not caused by, or within the control of Developer. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

9.05 Release Runs with the Land. The covenant of release in Section 9.04 above shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer Parties acknowledge and agree that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or any of the Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer nor any of the Developer Parties shall assert that those obligations must be satisfied in whole or in part by the City because Section 9.04 contains a full, complete and final release of all such claims

9.06 Survival. This Section 9 shall survive the Closing or any expiration or termination of this Agreement (regardless of the reason for such termination).

SECTION 10. INDEMNIFICATION

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

SECTION 11. DEFAULT AND REMEDIES

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

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

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

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

11.03 Cure Period. In the event Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant.

SECTION 12. MORTGAGING OF THE PROJECT

The Permitted Liens are the only mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

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

SECTION 13. GENERAL PROVISIONS

13.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 13.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

(Sub)Exhibit "B".
 (To NeighborSpace TIF Redevelopment Agreement)

Project Budget.

	Project Budget	MBE/WBE Budget	TIF Eligible Costs	CRP Eligible Costs
Hard Costs				
Remediation	\$300,000	\$300,000	\$300,000	
Site Preparation	\$18,500	\$18,500	\$18,500	
Seat Wall	\$25,000	\$25,000		\$25,000
Storage Shed	\$7,500	\$7,500		\$7,500
Fencing	\$65,000	\$65,000		\$65,000
Gate	\$5,000	\$5,000		\$5,000
Ornamental Fencing	\$5,000	\$5,000		\$5,000
Pathway	\$49,500	\$49,500		\$49,500
Wood Chip Ground Surface	\$10,000	\$10,000		\$10,000
Parkway Improvements	\$40,000	\$40,000		\$40,000
Garden Structures	\$95,100			\$95,100
Landscape	\$50,000	\$50,000		\$50,000
Signage	\$20,000	\$20,000		\$20,000
Water Service, 2 hose bibs, RPZ	\$50,000	\$50,000	\$50,000	
Total Hard Costs	\$740,600	\$645,500	\$368,500	\$372,100
FF&E				
Art Installation	\$10,000			
Raised Planting Beds	\$44,000			
Firepits	\$10,800			
Nature Play Element	\$10,000			
Total FF&E	\$64,800	\$-	\$-	\$-
Soft Costs/Fees				
Project Management Services (PMS)	\$139,570			\$139,570
TIF/CRP Consulting (WBE)	\$5,000	\$5,000		\$5,000
Design Services	\$10,000			\$10,000
Contingency (5%)	\$48,086			
Total Soft Costs	\$202,656	\$5,000	\$-	\$154,570
Total	\$1,008,056	\$650,500	\$368,500	\$526,670
Project MBE Total at 26%		\$169,130		
Project WBE Total at 6%		\$39,030		

(Sub)Exhibit "C".
(To NeighborSpace TIF Redevelopment Agreement)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to closing. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".
(To NeighborSpace TIF Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, Ben Helphand, Executive Director of NeighborSpace, an Illinois not-for-profit corporation (the "Developer"), hereby certifies that with respect to that certain NeighborSpace TIF Redevelopment Agreement between Developer and the City of Chicago dated _____, 2023 (the "Agreement"):

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

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

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

\$_____

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

\$_____

E. [Intentionally omitted].

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

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

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

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

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

NeighborSpace

By: _____

Name: Ben Helphand

Title: Executive Director

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

Notary Public

My commission expires: _____

[To be used for Local Hiring Funds only]

Developer hereby certifies to the City that the information contained in the worksheet form below are true and correct and Developer is in compliance with all applicable covenants contained in the Redevelopment Agreement.

Employee Worksheet Form -- Local Hiring Funds for 202_						
	Employee Name	Does this Employee Maintain his/her Primary Residence in the Qualified Investment Area? (Y/N)	Hourly Wage	Employee Avg. Weekly Hours (minimum 20 hours/week, per employee; minimum 60 hours/week for all qualifying employees)	Weeks Employee has been continually employed (minimum of 12)	Satisfies other criteria in Section 4.05 (a) (Y/N)
Employee 1						
Employee 2						
Employee 3						
Employee 4						
Employee 5						
Employee 6						
Employee 7						
Employee 8						
Employee 9						

[Developer]

By: _____

Name:

Title:

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

Notary Public

My Commission Expires _____

(Sub)Exhibit "E".
(To NeighborSpace TIF Redevelopment Agreement)

Annual Compliance Report.

NeighborSpace
NeighborSpace TIF Redevelopment Agreement
Dated as of [Insert Date]
[Insert Year] Annual Compliance Report.

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), NeighborSpace ("Developer") is committed to providing an annual compliance report.

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

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

- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.04 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 7.05) -- Pursuant to Section 7.05 of the RDA, the Project is required to have one hundred percent (100%) of the Project remain open, occupied, and otherwise open for business.
- Compliance with Local Hiring Funds (Sections 4.05 (a)) and Jobs Covenant (Section 7.06), if applicable -- Pursuant to Sections 4.05(a) and 7.06 of the RDA, Developer is required to maintain Local Hiring and submit evidence of compliance to prove local residency or verify that new employees reside in an eligible area and to prove up wage expenses paid.
- Delivery of Financial Statements and unaudited financial statements (Section 7.11).
- Delivery of updated insurance certificate (Section 7.12).
- Provide evidence of payment of Non-Governmental Charges (Section 7.16).
- Compliance with all executory provisions of the RDA.

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

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

- (c) Attach evidence of such compliance or noncompliance.
- (d) Provide a report stating the number of Jobs, if any, created as a result of the Project for this reporting period.
- (e) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;
 - Developer hereby certifies that the project is not in default with any provisions of the Agreement.

Attachments.

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

NeighborSpace

[Insert Date]

(Sub)Exhibit "F".
(To NeighborSpace TIF Redevelopment Agreement)

Construction Compliance.

Agreements With Contractors.

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

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

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

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

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit F, Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by

approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

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

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

(a) Consistent with the findings which support the Minority-owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 26 percent by MBEs; and
- ii. At least 6 percent by WBEs.

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

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

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

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

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

(g) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Section 7.04. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 7.04, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

REDEVELOPMENT AGREEMENT WITH AND PROVISION OF TAX INCREMENT
FINANCING ASSISTANCE FUNDS TO STEEP THEATRE COMPANY FOR
CAPITAL PROJECT AT 5300 -- 5318 N. KENMORE AVE.

[O2023-1590/O2023-0001314]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the Redevelopment Agreement with and provision of Tax Increment Financing (TIF) funds to Steep Theatre Company for renovation and construction of a new theater venue and community space at 5300 -- 5318 North Kenmore Avenue, located in the 48th Ward (O2023-1590), in an amount up to \$2,988,535, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

WHEREAS, The Grantee will be obligated to undertake the Project in accordance with the Plan and the terms and conditions set forth in Exhibit A, with the Project to be financed in part by a Grant consisting of certain incremental taxes deposited from time to time

in the Special Tax Allocation Fund for the Redevelopment Area (as defined in the TIF Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 23-CDC-07 adopted by the Community Development Commission of the City (the "Commission") on February 14, 2023, the Commission has recommended that the Grantee and/or its affiliated entities be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Grantee for the Project; now, therefore,

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

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

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

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

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

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

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

Exhibit "A".



February 2, 2022

Peter Moore
Steep Theatre Company
5320 North Wayne Avenue
Chicago, Illinois 60640

RE: Conditional Commitment of City Funds

Dear Peter Moore,

The City of Chicago ("City") Department of Planning and Development ("DPD") congratulates Steep Theatre Company on being selected as a Chicago Recovery Plan Community Development Grant ("CRP") Large Finalist ("Finalist") for the capital project located at 5300-5318 North Kenmore Chicago, Illinois 60640. Pending approval from the City Council of the City (the "City Council") and execution of a Redevelopment Agreement ("RDA"), Steep Theatre Company will be a CRP Large Grantee ("Grantee").

Steep Theatre Company has received a conditional commitment of up to **\$2,988,535** in City funds ("City Grant") to be provided from the Hollywood/Sheridan Tax Increment Financing ("TIF") district.

The Project was selected for the plan and scope of work presented in the application and summarized below. Any changes to the proposed project plan or scope of work without DPD's prior written approval may result in forfeiture of the City Grant.

PROJECT ADDRESS

5300-5318 North Kenmore Chicago, Illinois 60640

14-08-208-026-0000

14-08-208-029-0000

14-08-208-030-0000

14-08-208-031-0000

14-08-208-039-0000

(The address and PINS collectively, the "Property")

TIF AREA

The Property is located in the Hollywood/Sheridan Redevelopment Project Area (the "TIF Area"). Under ordinances adopted on November 7, 2007, and published in the Journal of Proceedings of the City Council of the City for such date, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the TIF Area;

(ii) designated the TIF Area as a “redevelopment project area” within the requirements of the TIF Act; and (iii) adopted tax increment financing for the TIF Area.”

PROJECT PLAN & SCOPE

Steep Theatre Company plans to repurpose the former Christian Science Reading Room to create a new theater venue, community gathering space, and headquarters for the company. The project will necessitate internal renovations of the existing building and an 1800 square foot addition to the structure. The existing building will be maintained as the core of the project, with modifications to convert and expand the former worship hall into a 70-seat, flexible black-box theater with necessary theatrical and technical capabilities. Existing bathrooms will be expanded and refinished to meet ADA accessibility codes, and additional accessible bathrooms will be added to accommodate occupancy and audience needs. The project will create a welcoming public entryway and lobby lounge with a service bar and outdoor patio seating to host pre- and post-show audiences, smaller performances, and community events. An 1800 square foot single-story expansion on the western side of the existing building will address artist, audience, and organizational needs by allowing for dressing room and support space for artists, ADA accessible artist bathrooms, workspace for production needs, and office space for Steep’s growing administrative team. The Projects Total Project Cost (“TPC”) is estimated at \$5,004,749.

TIF-FUNDED IMPROVEMENTS

TIF-eligible costs include land assembly, demolition, site preparation, environmental remediation, rehabilitation, and other eligible activities under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq. (the “TIF Act”). The TIF-eligible activities for the Project will be listed specifically in the RDA.

PROJECT SOURCES & USES

Anticipated Project Funds (Sources)		Anticipated Project Costs (Uses)	
Equity	\$255,000	Acquisition Costs	\$1,816,062
Lender Financing	\$1,200,000	Site Preparation Costs	\$36,138
Other Funds	\$561,214	Hard Costs	\$2,296,480
City Grant	\$2,988,535	Soft Costs	\$856,069
Total	\$5,004,749	Total	\$5,004,749

CITY GRANT PAYMENT

The City Grant may be disbursed as progress payments through a project escrow, or as a single, 100% reimbursement upon project completion. The Finalist must select a payment method before executing the RDA.

Project Escrow

Grantees may establish a project escrow account at their own cost, and receive four, incremental disbursements of their City Grant during construction. The fourth, and final, disbursement is provided following the completion of the Project and DPD’s issuance of a Certificate of Completion (“Certificate”). Each escrow draw requires review and approval of Grantee’s documentation by DPD. Grantees who elect to receive their City Grant via a project escrow must execute an escrow agreement with DPD and the title company concurrently with the execution of the RDA.

Single Reimbursement

Grantees may receive a one-time disbursement of 100% of their City Grant following the completion of the Project and DPD's issuance of the Certificate.

GRANT STRUCTURE

Before any City Grant funds are disbursed, Grantees will be required to submit evidence of eligible costs under the TIF Act. Projects are eligible to receive up to 75% of total project costs, to the extent that eligible costs such as land acquisition or site preparation are documented, but in no case may the total City Grant exceed the program's \$5.0 million grant limit.

Ineligible costs include furnishings, fixtures, and equipment (FF&E); fees generally related to accounting, marketing, permitting, equipment rental, or construction management; and hard and soft contingencies unrelated to eligible project costs.

SUMMARY OF GRANT COVENANTS

The following is a summary of important City Grant covenants to which the Grantee must adhere. The RDA will contain a complete list of all City Grant covenants.

Grantees shall not do any of the following without prior, written consent from DPD, for the Term of the Agreement: be a party to any merger, liquidation or consolidation; sell, transfer, convey, lease or otherwise dispose of all or substantially all of their assets or any portion of the project property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; enter into any transaction outside the ordinary course of Grantee's business; assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or enter into any transaction that would cause a material and detrimental change to Grantee's financial condition.

Operations & Occupancy Covenants

Grantees must continuously own, occupy, and/or operate the entirety of the Project for three years following the issuance of the Certificate. If a Grantee fails to satisfy these requirements, the City shall have the right to cease the payment of the City Grant, terminate the RDA, or place a lien on the Project property in the value of disbursed City Grant.

Annual Compliance Report

Grantees must submit an Annual Compliance Report for at least three years following the issuance of the Certificate. Requirements for the Annual Compliance Reports will be detailed in the RDA.

GRANT CONDITIONS

Issuance of the City Grant is subject to the Finalist's ability to fulfill the following conditions, and City Council approval. Following City Council approval of the City Grant, the Grantee will be required to execute the RDA with the City, through DPD, which details the legal requirements of the Project and the process for receiving the City Grant.

Conditions for Submission to City Council for Approval for the City Grant

The following *must* be submitted to your Project Manager by Friday, June 2, 2023 to prepare for submission to City Council for approval.

1. **Pre-Construction Compliance Meeting:** The Finalist, general contractor, and all major subcontractors must meet with Construction Compliance staff to review the Finalist's plan to achieve the City's Construction Compliance obligations (MBE/WBE, City Residency and Prevailing Wage Requirements), as established in the RDA and as mandated by City ordinance and DPD policy.
2. **Final Contractor Estimates:** The Finalist must submit at least two, final and comprehensive contractor estimates for the final Project scope of work. All estimates must reflect the same scope of work and final Project Budget, as well as account for the City's M/WBE, Prevailing Wage and City Residency construction compliance requirements.
3. **Final Project Budget:** The Finalist must submit a final Project budget. The City Grant amount in this letter will not be increased; therefore, the Finalist must assume the responsibility of any Project cost increases following City Council approval.
4. **Final Design Documents:** The Finalist must submit, at a minimum, a final site plan, final renderings, and final elevations for the Project. All DPD comments on the Project design should be addressed prior to seeking City Council approval.
5. **Final Zoning Approval:** The Finalist must verify that all proposed Project uses and physical improvements comply with the zoning requirements for the Project location. If the Project uses and/or improvements require a zoning map amendment, licenses, or permits, the Finalist must provide evidence of the approved zoning map amendment, secured licenses and/or permits, and Aldermanic input.
6. **Preliminary Project Financing:** The Finalist must submit proof of project financing, demonstrating that all sources of funds outside of the City Grant are available and secured, or will be secured by closing. The Finalist must close on all financing sources on or before executing the RDA.
7. **Preliminary Site Control:** The Finalist must submit the following proof of site control, demonstrating that the Project location is secured, or will be secured by closing. The Finalist must secure site control on or before executing the RDA.
 - a) Tenant Finalists: Letter of interest or executed lease (for at least three years) for the Project location.
 - b) Owner-Occupied Finalists: Deed or Real Estate Purchase Agreement (demonstrating closing within 90 days), for the Project location.
 - c) Property Owner Finalists: Deed or Real Estate Purchase Agreement (demonstrating closing within 90 days), for the Project location; AND letters of interest or executed tenant leases, for at least three years, for at least 75% of the Project.

Conditions for Executing the RDA

Following City Council's approval, the Grantee must satisfy the conditions below before the City will execute and deliver the RDA, unless the City waives such conditions in writing. The following must be secured within one month of receiving City Council approval to close on the RDA.

1. **Final Project Financing:** If not yet submitted, the Grantee must submit proof of project financing, evidencing that all financing sources outside of the City Grant have been secured and are available.
2. **Final Site Control:** If not yet submitted, the Grantee must submit the following proof of site control, evidencing that the Project location has been secured:
 - a) Tenant Grantees: Executed lease for at least three years for the Project location AND written evidence of property owner's consent to record the RDA against the tenant's leasehold interest in the Project location.
 - b) Owner-Occupied Grantee: Deed for the Project location.
 - c) Property Owner Grantee: Deed for the Project location; AND executed tenant leases, for at least three years, for at least 75% of the Project.

3. **Escrow Agreement:** If the Grantee elects to receive the City Grant via progress payments (escrow), the escrow agreement between the City, title company and Grantee must be fully executed.
4. **Building Permits:** The Grantee must submit proof of all permits required by the City's Municipal Code for work associated with the Project for all corresponding costs to be eligible for reimbursement.

Conditions for Receiving the Certificate

The Grantee must complete project construction and receive a Certificate within the timeframe dictated by the executed RDA, or the Project will be considered in default, the City Grant may be forfeited, and the RDA may be terminated. The Certificate *must* be issued within two years of the RDA execution date.

1. **MBE/WBE Requirements:** The Grantee must fulfill at least 26% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) participation for all direct and indirect construction costs associated with the Project.
2. **City Residency Requirements:** The Grantee must hire City residents to perform 50% of all construction hours.
3. **Prevailing Wage Requirements:** The Grantee must adhere to the City's prevailing wage requirement for all construction trades, as established by the Illinois Department of Labor.
4. **Certificate of Occupancy:** The Grantee must obtain and submit proof of all permits required by the City's Municipal Code to occupy the Project premises.
5. **Business Licenses:** The Grantee must obtain all necessary business licenses.
6. **Documentation:** The Grantee must appropriately document all eligible project costs. Documentation includes, but is not limited to, detailed invoices, cancelled checks, sworn owner's statement, sworn statement of contractor and subcontractor to owner and final lien waivers.

PROJECT EXTENSION, WITHDRAWAL AND TERMINATION POLICIES

Project Deadline Extension

Grantees are allowed to request up to two extensions to satisfy the conditions for all milestones leading to RDA execution. Grantees in need of an extension during this time must submit a written request to DPD justifying the need for the extension. DPD will issue extension approvals and durations, in writing, at its discretion. DPD will withdraw City Grants for Grantees who are unable to satisfy the conditions after exhausting their extensions.

Project Withdrawal

Finalists or Grantees must provide written notification to DPD staff of their intent to rescind their City Grant and withdraw from the program. DPD staff will send the Finalist or Grantee an email confirmation of the Project's withdrawal and the return of the allocated City Grant.

Project Termination

DPD staff will send the Finalist or Grantee notification via email and postal mail to the above address regarding termination of the Project and the return of the allocated City Grant. All questions regarding the conditions outlined in this letter, and general City requirements and procedures, can be addressed to Robert Bumpers (Robert.bumpers@cityofchicago.org) or 312-744-0107.

We look forward to supporting your efforts to revitalize the City.

Sincerely,



Tim Jeffries
Deputy Commissioner
Department of Planning and Development

On behalf of Steep Theatre Company, I accept the above terms and conditions of this *Conditional Commitment of City Funds offered by the City of Chicago*.

4/7/2023

Date



Peter Moore

Artistic Director

Title

Return one copy of this letter to:

City of Chicago
Department of Planning and Development
Attention: Robert Bumpers
121 North LaSalle Street, RM 1003
Chicago, IL 60602

CRP LARGE (TIF-Funded) DELIVERABLE SUMMARY CHECKLIST & SCHEDULE**Milestone #1: Conditional Commitment of Funds (Letter)**

<input checked="" type="checkbox"/>	<i>Conditions for Next Milestone</i>	<i>Time to Next Milestone</i>
	Final Contractor Estimates (2)	<u>5 MONTHS</u>
	Final Project Budget	
	Final Zoning	
	Final Design Documents	
	Preliminary (Final acceptable) Project Financing Documentation	
	Preliminary (Final acceptable) Site Control Documentation	
	Approval by Community Development Commission	

Milestone #2: Council Approval (City Grant Authorization)

<input checked="" type="checkbox"/>	<i>Conditions for Next Milestone</i>	<i>Time to Next Milestone</i>
	Final Project Financing Documentation	<u>1 MONTH</u>
	Final Site Control Documentation	
	Grant Payment Election (executed escrow agreement, if applicable)	
	Building Permits Secured	

Milestone #3: Project Closing (Executed RDA)

<input checked="" type="checkbox"/>	<i>Conditions for Next Milestone</i>	<i>Time to Next Milestone</i>
	M/WBE Construction Compliance Requirements Fulfilled	<u>24 MONTHS</u>
	City Residency Construction Compliance Requirements Fulfilled	
	Prevailing Wage Construction Compliance Requirements Fulfilled	
	Occupancy Permits Secured	
	Business Permits Secured	
	Business Licenses Secured	
	Project Cost Documentation (invoices, sworn statements, lien waivers)	

Milestone #4: Project Completion (Certificate of Completion)

REDEVELOPMENT AGREEMENT WITH AND PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS TO 221 EAST 49TH STREET LLC FOR DEVELOPMENT OF OVERTON CENTER OF EXCELLENCE AT 221 E. 49TH ST.

[O2023-1639/O2023-0001318]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning a Redevelopment Agreement with and provision of Tax Increment Financing (TIF) funds to 221 East 49th Street LLC for development of Overton Center of Excellence at 221 East 49th Street, located in the 3rd Ward (O2023-1639), in an amount up to \$5,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on March 27, 2002 and published at pages 81231 -- 81457 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the 47th and King Drive Redevelopment Project Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act") (such plan and project are referred to herein as the "Plan"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002 and published at pages 81458 -- 81465 of the *Journal* of such date, the Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002 and published at pages 81466 -- 81472 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, 221 East 49th Street LLC, an Illinois limited liability company (the "Developer"), has presented to the City Department of Planning and Development ("DPD") a proposal to redevelop the Redevelopment Area (or a portion thereof) which is in compliance with the Plan, and would consist of the rehabilitation of the former Overton Elementary School; and

WHEREAS, The Developer has acquired that certain real property improved with the buildings that previously included the Overton Elementary School located in the Redevelopment Area commonly known as 221 East 49th Street and legally described on Exhibit A hereto (the "Property"); and

WHEREAS, By Resolution Number 22-CDC-40 adopted on August 9, 2022 (the "Resolution"), the Community Development Commission (the "Commission") recommended to City Council that Developer be designated as the developer for the Project (as defined below) and authorized DPD to negotiate, execute and deliver on behalf of the City; and

WHEREAS, Developer plans to commence and complete rehabilitation of the buildings that contained the former Overton Elementary School, which was closed in 2013, into the Overton Center of Excellence (the "Overton Center") which will provide: (A) flexible office space, ranging from 500 square feet up to 16,000 square feet, and affordable rents to entrepreneurs and nonprofit organizations (collectively the "Tenants") with an operating focus in the areas of: 1) Climate, 2) Health, 3) Arts and Culture, 4) Next Generation, 5) Growth and 6) Education (collectively "CHANGE") which Tenants will exist along with both 7) current businesses owned by entrepreneurs which are anticipated to be involved in entertainment, food service, intellectual technology, facilities management and landscaping, and 8) current nonprofit organizations anticipated to be involved in job-training, providing access to affordable necessities (e.g. heat and food), after school tutoring and providing life skills training; (B) a multi-purpose facility within the former gym and auditorium space (the "Gym Space"), open to both the Tenants and the surrounding community; and (C) a kitchen facility in the former lunchroom that can both service the Tenants and serve as a teaching kitchen and events space (the "Lunchroom" and collectively with the Gym Space the "Common Areas"). The office spaces and Common Areas along with parking spaces and all other common spaces on the Property after rehabilitation is complete shall collectively be referred to as the "Facility". The Facility and related improvements are collectively referred to herein as the "Project"; and

WHEREAS, The Developer proposes to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to the completion of the Project, to be financed in part by incremental taxes, if any; and

WHEREAS, The Department of Planning and Development ("DPD") pursuant to the Resolution, the Commission recommended that the Developer be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

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

SECTION 3. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver: (a) a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"); and (b) such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement and such supporting documents.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of The Property.

(Subject To Final Title Commitment And Survey)

Former Overton School; 221 East 49th Street, Chicago, Illinois.

Lot A in the consolidation of Lots 13 to 36, both inclusive, in Hobart's Subdivision of the west half of the north half of the north half of the southeast quarter of the northwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

20-10-115-001-0000 (part of).

Exhibit "B".
(To Ordinance)

Overton Center Redevelopment Agreement.

This Overton Center Redevelopment Agreement (this "**Agreement**") is made as of _____, 2023 (the "**Closing Date**"), by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), and 221 E. 49th Street LLC, an Illinois limited liability company (the "**Developer**").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on March 27, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 47th and King Drive Redevelopment Project Area" (the "**Plan Adoption Ordinance**"); (2) "An Ordinance of the City of Chicago, Illinois Designating the 47th and King Drive Redevelopment Project Area Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 47th and King Drive Redevelopment Project Area Redevelopment Project Area" (the "**TIF Adoption Ordinance**") (items(1)-(3) collectively referred to herein as the "**TIF Ordinances**"). The redevelopment project area referred to above (the "**Redevelopment Area**") is legally described in Exhibit A hereto.

D. School Property; Property. The Developer has acquired that certain real property improved with the buildings that previously included the Overton Elementary School located in the Redevelopment Area commonly known as 221 E. 49th Street and legally described on Exhibit B hereto (the "School Property" or the "Property").

The School Property has an appraised value of two million five hundred fifty thousand and no/100 dollars (\$2,550,000). Developer acquired the School Property from the Public Building Commission for \$400,000 in consideration of the Developer's obligations to construct the Project (as defined below) in accordance with the terms and conditions of this Agreement and to comply with certain use restrictions, among other requirements. As security for the Developer's completion of construction of the Project and compliance with the use restrictions set forth herein, Developer has agreed to execute a reconveyance deed for the School Property in a form approved by the City.

E. The Project: Developer, within the time frames set forth in Section 3.01 hereof, shall commence and complete rehabilitation of the buildings that contained the former Overton Elementary School, which was closed in 2013, into the Overton Center of Excellence which will provide flexible office space and affordable rents to entrepreneurs and non-profit organizations (collectively the "**Tenants**") with an operating focus in the areas of **1.)** Climate, **2.)** Health, **3.)** Arts & Culture, **4.)** Next Generation, **5.)** Growth and **6.)** Education (collectively "**CHANGE**"). Current businesses owned by entrepreneurs are anticipated to be involved in entertainment, food service, intellectual technology, facilities management and landscaping; current non-profit organizations currently anticipated will be involved in job-training, providing access to affordable necessities (e.g. heat & food), after school tutoring and providing life skills training. The facility will have flexible office spaces ranging from 500 sf up to 16,000 square feet which Developer shall lease or make available to Tenants. The former gym & auditorium space (the "**Gym Space**") will become a multi-purpose facility, open to both the Tenants of the building, as well as the surrounding community; the former lunchroom will be a kitchen facility that can both service the tenants of the building, as well as serve as a teaching kitchen and events space (the "**Lunchroom**" and collectively with the Gym Space the "**Common Areas**"). The office spaces, and Common Areas along with parking spaces and all other common spaces on the School Property after rehabilitation is complete shall collectively be referred to as the "**Facility**". The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "**Project**." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

F. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago 47th/King Boulevard Tax Increment Redevelopment Plan and Project the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 81231--81457 of the Journal of the Proceedings of the City Council.

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

In addition, the City may, in its discretion, issue tax increment allocation bonds ("**TIF Bonds**") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "**TIF Bond Ordinance**") at a later date as described in Section 4.03(d) hereof, the proceeds of which (the "**TIF Bond Proceeds**") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes or in order to reimburse the City for the costs of TIF-Funded Improvements.

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Redevelopment Area
2. Definitions	B *Property
3. The Project	C *TIF-Funded Improvements
4. Financing	D Jobs and Occupancy Certificate
5. Conditions Precedent	E Construction Contract
6. Agreements with Contractors	F Escrow Agreement
7. Completion of Construction or Rehabilitation	G *Permitted Liens
8. Covenants/Representations/Warranties of Developer	H-1 *Project Budget
9. Covenants/Representations/Warranties of the City	H-2 *MBE/WBE Budget
10. Developer's Employment Obligations	I Approved Prior Expenditures
11. Environmental Matters	J Opinion of Developer's Counsel
12. Insurance	K Intentionally Omitted
13. Indemnification	L Requisition Form [use if no escrow]
14. Maintaining Records/Right to Inspect	M Intentionally Omitted
15. Defaults and Remedies	N Form of Subordination Agreement
16. Mortgaging of the Project	O Form of Payment Bond
17. Notice	P Intentionally Omitted
18. Miscellaneous	(An asterisk (*) indicates which exhibits are to be recorded.)

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in the Recitals hereof.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

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

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under the RDA during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (**Section 8.06**); (2) compliance with the Jobs Covenant (**Section 8.06**); (3) delivery of Financial Statements and unaudited financial statements (**Section 8.13**); (4) delivery of updated insurance certificates, if applicable (**Section 8.14**); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (**Section 8.15**); (6) delivery of evidence that the Chicago Sustainable Development Policy has been satisfied (**Section 8.24**) and (7) compliance with all other executory provisions of the RDA

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Bond(s)" shall have the meaning set forth for such term in **Section 8.05** hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Bridge Lender" shall mean Chicago Community Loan Fund, an Illinois not-for-profit corporation, its successors and/or assigns or another entity selected by Developer and acceptable to the City.

"Bridge Loan" shall mean that certain loan in the amount of approximately [\$_____] made by Bridge Lender (or another provider of Lender Financing approved by the City) to Developer for the Project.

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in **Section 7.01** hereof.

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

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement which date shall be no later than ninety (90) days after ordinance approving the City entering into this Agreement is approved by City Council.

"Compliance Period" shall mean a period beginning on the date the Certificate is issued and ending on at least the 10th anniversary of the date the Certificate is issued, as such period may be extended pursuant to the terms of this Agreement.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, to be entered into between Developer and the General Contractor providing for construction of the Project.

"Construction Jobs" shall have the meaning set forth in Section 8.06 hereof.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Corporation Counsel" shall mean the City's Department of Law.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Employment Plan" shall have the meaning set forth in Section 5.12 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or [Section 4.03(b)].

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the City (for the sole purposes of receiving (i) a certified copy of the Agreement, (ii) copies of all disbursement requests made pursuant to the Escrow Agreement and (iii) all other information available under the Escrow Agreement which the City requests), the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), substantially in the form of Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Financial Interest" shall have the meaning set forth for such term in Section 2-156-010 of the Municipal Code.

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

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

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

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

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

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

"Indemnitee" and "Indemnities" shall have the meanings set forth in Section 13.01 hereof.

"Jobs and Occupancy Certificate" shall mean the certificate attached hereto as Exhibit D.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Minimum Occupancy" shall mean that Developer will be required to maintain no less than fifty percent (50%) of the Project excluding the Common Areas, parking spaces and other common spaces on the Facility to be occupied by Tenants operating businesses throughout years 1-2 of the Compliance Period and seventy-five percent (75%) of such non common area space to be occupied by Tenants in years 3-10 of the Compliance Period as set forth in Section 8.06.

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

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"NFR Letter" shall mean a "no further remediation" letter issued by IEPA pursuant to the Site Remediation Program, if required by the City and/or IEPA after further environmental study.

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

"Permanent Jobs" shall have the meaning set forth in Section 8.06(a) hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Plans and Specifications" shall mean [final] [initial] construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Prior Obligations" shall mean Incremental Taxes pledged or committed to support the following projects: **LIST PRIOR OBLIGATIONS/PROJECTS, IF APPLICABLE**

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

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

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"School Property" shall have the meaning set forth in the Recitals hereof.

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

"Site Remediation Program" shall mean the program for the environmental remediation of the Property undertaken by the Developer and overseen by the IEPA, upon completion of which (to the satisfaction of the IEPA) the IEPA shall issue an NFR Letter with respect to the Property to the Developer, as may be required after further environmental studies.

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the end of the Compliance Period as defined herein.

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Bonds" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Proceeds" shall have the meaning set forth in the Recitals hereof.[delete this definition if you delete Recital F]

"TIF District Administration Fee" shall mean the fee described in Section 4.05(c) hereof.

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

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

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean [_____].

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than ninety (90) days after the Closing Date; (ii) obtain a Certificate pursuant to Section 7.01 within twenty-four (24) months after the execution of this Agreement.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. [Note: if delivery and approval of Plans and Specifications will not have occurred by Closing Date, the first sentence must be revised.] After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department,

Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Sixteen Million Eight Hundred Thirty Thousand and Seventy Six Dollars (\$16,830,076). Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project [where the City will reimburse from [Available] Incremental Taxes only: Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs]; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Rehabilitation Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of Developer Space by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Developer Space to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Rehabilitation Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Rehabilitation Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

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

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

(including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. Developer shall provide DPD with written [monthly] [see term sheet] progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder or pursuant to the Escrow Agreement. DPD may, acting in its sole discretion, agree to use the inspecting architect engaged by a lender for the Project.

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

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

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

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

3.13 Environmental Features. The Project will meet 100 points on the City's Sustainable Design checklist for each such building and will conform to the energy efficiency requirements of the City for the Project.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$16,830,076, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity-owner (subject to <u>Secs. [4.03(b)] and 4.06</u>)	\$ 71,076
Deferred Developer Fee	\$ 650,000
Debt	\$2,500,000
New Market Tax Credits ("NMTC")*	\$2,730,000
Federal Historic Tax Credits ("HTC")	\$2,413,000
State HTC	\$1,966,000
We Rise Together Grant	\$1,500,000
Estimated City Funds (subject to <u>Section 4.03</u>)**	\$5,000,000

*May be removed and replaced with other funds.

**Initially Funded By Lender Financing-TIF Bridge

ESTIMATED TOTAL

\$16,830,076

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to Developer hereunder prior to the issuance of a Certificate.

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Bond Proceeds	\$0
Incremental Taxes [[and/or Community Development Grant Funds]]	\$5,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Five Million and 00/100 Dollars (\$5,000,000) or twenty-nine and 71/100 percent (29.71%) of the actual total Project costs, with such amount to be further reduced by the TIF District Administration Fee; and provided further, that the \$5,000,000 to be derived from Incremental Taxes and/or TIF Bond proceeds, if any shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

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

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

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements in an amount not to exceed the lesser of Five Million and 00/100 Dollars (\$5,000,000) or twenty-nine and 71/100 percent (29.71%) of the actual total Project costs is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately. The City shall disburse City Funds to Developer as reimbursement of TIF-Funded Improvements shall be made forty-five (45) days after receiving the Requisition Form from Developer but in any event only (i) upon issuance of the Certificate and (ii) upon the one-year anniversary of the issuance of the Certificate (which payment may be made directly by the City rather than through Escrow) in each instance in an amount not to exceed two-million five hundred thousand and no/100 dollars (\$2,500,000) but in each instance subject to withholding and/or reimbursement pursuant to the terms of this Agreement and in any event not more than one time per calendar year (or as otherwise permitted by DPD).

(c) INTENTIONALLY LEFT BLANK/OMITTED.

(d) INTENTIONALLY LEFT BLANK/OMITTED.

4.04 Construction Escrow ;Requisition Form. (a)The City and Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds [(except for any Prior Expenditures and acquisition costs disbursed through a deed and money escrow at the closing or as otherwise set forth herein regarding the payment made on the one-year anniversary of the Certificate)] shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and/or the terms of this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(b) On (i) the Closing Date, (ii) prior to each October 1 (or such other date as the parties may agree to) thereafter, and (iii) beginning in 2023 and continuing throughout the earlier of (A) the Term of the Agreement or (B) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made upon issuance of the Certificate and upon the one-year anniversary of the issuance of the Certificate (which payment may be made directly by the City rather than through Escrow) in each instance in an amount not to exceed two-million five hundred thousand and no/100 dollars (\$2,500,000) but in each instance subject to withholding and/or reimbursement pursuant to the terms of this Agreement and in any event not more than one time per calendar year (or as otherwise permitted by DPD). On each December 1 (or such other date as may be acceptable to the parties), beginning in 2023 or 2024, as applicable, and continuing throughout the Term of the

Agreement, Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

(c) The City, acting through DPD, and Developer hereby agree that Developer may request that DPD enter into an Escrow Agreement solely between Developer and the City pursuant to which the City may reimburse Developer for TIF eligible expenses so long as: (i) all draws require DPD to review and approve documentation of TIF eligible expenses and (ii) Developer is solely responsible for all costs of said escrow. The City may enter into this escrow in its sole discretion, it being understood that the City is not obligated to honor Developer's request to enter into the escrow requested pursuant to this Section 4.05(c).

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "**Prior Expenditures**"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer pursuant to Section 4.01 hereof.

(b) INTENTIONALLY LEFT BLANK.

(c) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

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

(e) INTENTIONALLY OMITTED/LEFT BLANK

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

4.07 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by Developer to DPD of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("**In Balance**") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any [disbursement] [execution 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 Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as set forth in this Agreement.

4.09 INTENTIONALLY LEFT BLANK/OMITTED.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name (and the following trade names of Developer: [[_____]]) showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC, Federal tax

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

5.07 Surveys. Developer has furnished the City with a copy of the Survey.

5.08 Insurance. Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09 Opinion of Developer's Counsel. [(a)] On the Closing Date, Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. Developer has provided Financial Statements to DPD for its most recent three (3) fiscal years (as applicable to the Developer), and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, Developer has provided to DPD, and DPD has approved, the Employment Plan for the Project (the "**Employment Plan**"). The Employment Plan includes, without limitation, the Developer's estimates of future job openings, titles, position descriptions, qualifications, recruiting, training, placement and such other information as DPD has requested relating to the Project.

5.13 Environmental. Prior to the earlier of the Closing Date or the start of construction on the Project, Developer has provided DPD with copies of all environmental reports or audits obtained by Developer with respect to the Property including, without limitation, that certain phase I environmental audit completed with respect to the Property, [and any phase II environmental audit with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits. The City reserves the right to require, at Developer's expense, additional environmental studies if the City finds the initial environmental reports inadequate.

5.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its Articles of Organization or Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of organization or incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; operating agreement of the company or by-laws of the corporation; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this **Section 5.14** to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Litigation. Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 7% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any portion of the Project, Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Prior to the commencement of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit Q hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement—applied to the Project as a whole), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Rehabilitation. Upon completion of the construction and rehabilitation of the Project in accordance with the terms of this Agreement including, and upon the Developer's written request, which shall include a final Project budget detailing the total actual cost of the construction of the Project (the "**Total Project Cost**" or "**TPC**"), DPD shall issue to the Developer the Certificate (the "**Certificate**") as set forth herein, all in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. No Certificate shall be issued unless DPD is satisfied that the Developer has fulfilled all of the following obligations:

(a) Evidence acceptable to DPD that the TPC is equal to, or in excess of, \$16,830,076 (If the final TPC is less than \$16,830,076, TIF funds will be reduced on a dollar-for-dollar basis);

(b) Evidence that the Developer has incurred TIF-eligible costs in an amount equal to, or greater than, the total maximum amount of TIF Funds; and

(c) Evidence that Developer has completed construction of the Project according to the Plans and Specifications;

(d) Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for the Project;

(e) Evidence that at least fifty (50) percent of the leasable square footage is leased and occupied;

(f) The DPD Construction Compliance Division has verified that, at the time the Certificate is issued, the Developer is in full compliance with City requirements set forth in Section 10 (Developer's Employment Obligations) and Section 8.09 (Prevailing Wage) with respect to construction of the Project, and that 100% of the Developer's MBE/WBE Commitment in Section 10.03 has been fulfilled including receipt of a Closeout letter which verifies Developer has fulfilled these requirements;

(g) submission to the City of all reports and documentation required to obtain the Certificate no later than forty-five (45) days prior to the date which is two (2) years after the start of construction work on the Project pursuant to Section 3.01, which date may be extended by the City for up to sixty (60) days upon written request by the Developer;

(h) Evidence acceptable to DPD that the Project has complied with the Chicago Sustainable Development Policy as outlined in Section 8.24 hereof; and

(i) Evidence that there exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

Upon Developer's above-referenced written request (which shall be submitted no later than forty-five (45) days prior to the date which is two (2) years after the start of construction work on the Project pursuant to Section 3.01, which date may be extended by the City for up to sixty (60) days upon written request by the Developer; DPD shall issue the Certificate to Developer in recordable form certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate: Continuing Obligations. The Certificate relates only to the [construction/ rehabilitation] of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.03, 8.06 and 8.19 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to [Section 18.15] of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to (i) terminate this Agreement and any other agreements to which the City and Developer are, or shall be, parties; (ii) cease all disbursement of City Funds not yet disbursed pursuant hereto; and (iii) seek reimbursement from Developer of any City Funds previously paid;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of any obligations issued by the City as part of the City Funds.

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

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

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary [corporate] action, and does not and will not violate its [Articles of Incorporation/Articles of Organization] or [by-laws/partnership agreement/operating agreement] as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15 hereof). Notwithstanding anything herein to the contrary, Developer shall not refinance, sell (or otherwise transfer) the Project (or any part thereof), or the Property (or any part thereof), (any such refinance, sale or transfer being a "**Capital Event**") during the term of this Agreement.

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

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

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

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

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if

controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Developer understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the [47th and King Drive Redevelopment Project Area TIF Fund; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party are likely to be substantially less than the maximum amounts set forth in Section 4.03(b);

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.21 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(r) Developer acknowledges that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, [the Bond Ordinance, the TIF Bond Ordinance], the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation and Retention; Operations Covenant; Covenant to Remain in the City.
(a) Job Creation and Retention. The Developer shall use best efforts to attain, and anticipate that, the Project will result in the creation of (i) approximately 125 FTE construction jobs at the Project during the construction thereof (the "**Construction Jobs**") and (ii) approximately 110 FTE permanent jobs at the Project at the completion thereof to be retained or created at the Facility through the Compliance Period (the "**Permanent Jobs**"). Developer's failure to reach the goals set forth in this Section 8.06(a) will not constitute an Event of Default under this Agreement. Developer hereby covenants and agrees to maintain its operations within the City of Chicago at the Property through the Term of the Agreement.

(b) Jobs and Occupancy Certificates. Each Year throughout the Term of the Agreement, the Developer shall submit to DPD, with the Developer's Annual Report, annual certified Jobs and Occupancy Certificates disclosing (i) information about Construction Jobs and Permanent Jobs and (ii) compliance with the Minimum Occupancy requirement, and other aspects of the Operating Covenant. These Jobs and Occupancy Certificates shall be submitted to DPD on each of (i) February 1st for the prior calendar year; (ii) with the Annual Compliance Report provided to the City each year on the anniversary of the issuance of the Certificate issued by the City pursuant to Section 7.01; and (iii) with the submission of any Requisition Form for payment of City Funds.

(c) Operating Covenant. Starting upon issuance of the Certificate and continuing throughout the term of this Agreement, the Developer shall be required to operate the Project as set forth in this Agreement including, without limitation, Section 1 herein.

The covenants set forth in this Section 8.06 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

8.07 Employment Opportunity[; Progress Reports]. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer

shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

8.08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

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

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 20[] and each fiscal year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that

are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

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

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing (including any financing that is to bridge any equity investment into the Project); if this Agreement is not recorded first, the parties agree that a subordination agreement will be prepared, executed and recorded. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall

immediately transmit to the City an executed original of this Agreement (and the subordination agreement, if applicable) showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

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

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

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

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

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such

payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

(i) INTENTIONALLY LEFT BLANK

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project without (A) filing an application therefore prior to the start of construction on the Project and (B) receiving permission to pursue the applicable reduction from DPD.

(iv) INTENTIONALLY LEFT BLANK .

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.19(c).

(d) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the Closing Date, Developer shall provide evidence that it has delivered a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the Property. If the afore-mentioned letter of notification has not been delivered as of the Closing Date, then on the Closing Date Developer shall pay to the Title Company the cost of sending a notification letter to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Annual Report(s). Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement as set forth below, Developer shall submit to DPD the Annual Compliance Report consisting of a written report from Developer setting forth all ongoing requirements along with evidence and certification attached which is sufficient to prove that all ongoing requirements remain satisfied including, without limitation, the requirements set forth in Section 8.06 of this Agreement. As part of each Annual Compliance Report Developer shall also submit a jobs report setting forth the following information for each employee of Developer and each tenant of the Project: **a.)** Employee status as full-time or part-time; **b.)** ZIP code for their primary residency; **c.)** Total employment tenure in months; and **d.)** Wages above or below the "Living Wage" rate as defined for that year.

Annual Compliance Reports shall be provided and/or re-certified upon each of the following events: (1) within 60 days after the end of the calendar year to which the Annual Compliance Report relates; (2) on each anniversary of the issuance of the Certificate; and (3) with the submission of any Requisition Form for payment of City Funds.

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

8.22 INTENTIONALLY OMITTED.

8.23. FOIA and Local Records Act Compliance.

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

(b) Exempt Information. Documents that the Developer submits to the City under Section 8.21, (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

8.24 Sustainable Development. Developer shall provide to the City, and include with the materials submitted to obtain the Certificate, written evidence acceptable to the City that the Project complies with the Chicago Sustainable Development Policy (as in effect at such time of the completion of the Project). Failure to so comply with the Chicago Sustainable Development Policy shall be considered an Event of Default and result in a repayment of \$250,000 of City Funds to the City in accordance with Section 15.02.

8.25 INTENTIONALLY OMITTED.

8.26 INTENTIONALLY OMITTED.

8.27 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income

as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

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

subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

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

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

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents

were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, [and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 26 percent by MBEs.
- (2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute

both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, [the Bond Ordinance] and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

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

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$ 2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$ 2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$ 2,000,000 per occurrence and \$ 6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$ 1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

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

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence

from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

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

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable

fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

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

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) prior to the expiration of the Term of the Agreement and the end of the Compliance Period, the sale or transfer of any of the ownership interests of Developer without the prior written consent of the City; or

(l) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-01.0 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) The failure of the Developer to execute this Agreement with the City within one hundred eighty (180) days of approval by City Council of an ordinance authorizing the City to enter into this Agreement.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in Developer shall be one having a direct or indirect beneficial interest (including ownership) in excess of 10% of Developer.

15.02 Remedies. (a.) Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, [and/or] seek reimbursement of any City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under **Section 8.06**, Developer shall be obligated to repay to the City all previously disbursed City Funds.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.24, the City's remedy shall be the right to seek reimbursement of **[\$250,000]** in City Funds.

(b.) Upon the occurrence of an Event of Default due to Developer's failure to comply with the covenants, representations and warranties set forth in Sections 3.01, 7.01, 8.01 (d), 8.01(j), or 8.06 (c) then **(1)** the Developer shall have no right to cure the defaults set forth in this Section 15.02 (b); and **(2)** the City may, acting in its sole discretion, **(A.)** terminate this Agreement and any other agreements to which the City and Developer are, or shall be, parties, **(B.)** suspend disbursement of City Funds, and **(C.)** seek reimbursement of any City Funds previously paid to Developer.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required

to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured which cure must be completed within one-year of receiving the written notice from the City. .

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

[Note: Ask DPD whether there should be any restrictions on mortgages placed on the Property after the Certificate. See note to Section 8.01(d) and make these provisions consistent.]

SECTION 17. NOTICE

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) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

<p>If to the City:</p> <p>City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner</p>	<p>If to Developer:</p> <p>221 E. 49th St. LLC 4554 S. Lake Park Ave. Chicago, IL 60653 Attention: _____</p>
<p>With Copies To:</p> <p>City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division</p>	<p>With Copies To:</p> <p>Neal & Leroy 20 S. Clark St., Suite 2050 Chicago, IL 60603 Attention: Carol Stubblefield</p>

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise

reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than [ninety (90)] days.

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

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

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

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

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

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

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

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

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the [the Bond Ordinance, if any,] such ordinance(s) shall prevail and control.

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

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

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

18.14 Assignment. Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 Real Estate Provisions and 8.27 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

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

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

221 E. 49th St LLC, an Illinois limited liability company

By: _____

Its: _____

CITY OF CHICAGO

By: _____

Commissioner
Department of Planning and Development

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of 221 E 49th St. LLC, an Illinois limited liability company (the "**Developer**"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the **[[Managers or Board of Directors]]** of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Notary Public

My Commission Expires _____

(SEAL)

(Sub)Exhibits "C", "G", H-1", "H-2", "J", "L" and "N" referred to in this Overton Center Redevelopment Agreement read as follows:

(Sub)Exhibit "C".
(To Overton Center Redevelopment Agreement)

TIF-Funded Improvements.

Acquisition Costs:	\$ 400,000
--------------------	------------

Hard Costs:

Building Sitework	534,032
Substructure	0
Shell	2,573,125
Interiors	2,563,384
Services	3,493,309
FFE	0
Special Construction and Demolition	0
Hard Cost Contingency	1,006,353

Total Hard Costs:	\$10,170,203
-------------------	--------------

Soft Costs/Fees:

Architecture and Engineering	\$ 503,177
Other Professional Services	0
Construction Management	0

Permits & Titles	\$	0
Developer Fee		0
Soft Cost Contingency		0
 Total Soft Costs:	\$	503,177
 TOTAL*:		\$10,673,380

(Sub)Exhibit "G".
(To Overton Center Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval.]

* Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of \$5,000,000 or 29.71 percent of the Project Budget.

(Sub)Exhibit "H-1".
(To Overton Center Redevelopment Agreement)

Project Budget.

Acquisition Costs:	\$400,000
--------------------	-----------

Hard Costs:

Building Sitework	534,032
-------------------	---------

Substructure	0
--------------	---

Shell	2,573,125
-------	-----------

Interiors	2,563,384
-----------	-----------

Services	3,493,309
----------	-----------

FFE	796,185
-----	---------

Special Construction and Demolition	0
-------------------------------------	---

Hard Cost Contingency	1,006,353
-----------------------	-----------

Total Hard Costs:	\$10,966,388
-------------------	--------------

Soft Costs/Fees:

Architecture and Engineering	\$503,177
------------------------------	-----------

Other Professional Services	2,155,260
-----------------------------	-----------

Construction Management	75,000
-------------------------	--------

Permits and Titles	100,000
--------------------	---------

Developer Fee	1,000,000
---------------	-----------

Soft Cost Contingency	100,000
-----------------------	---------

Total Soft Costs:	\$5,463,688
-------------------	-------------

TOTAL:	\$16,830,076
--------	--------------

(Sub)Exhibit "H-2".
(To Overton Center Redevelopment Agreement)

MBE/WBE Budget.

Acquisition Costs:

Hard Costs:

Building Sitework	\$ 534,032
Substructure	0
Shell	2,573,125
Interiors	2,563,384
Services	3,493,309
FFE	0
Special Construction and Demolition	0
Hard Cost Contingency	1,006,353
 Total Hard Costs:	 \$10,170,203

Soft Costs/Fees:

Architecture and Engineering	\$0
Other Professional Services	0
Construction Management	0
Permits and Titles	0
Developer Fee	0
Soft Cost Contingency	0
 Total Soft Costs:	 \$0

TOTAL:	\$10,170,203
--------	--------------

Project MBE Total at 26 percent	\$2,644,253
Project WBE Total at 6 percent	\$ 610,212

(Sub)Exhibit "J".
(To Overton Center Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To be retyped on Developer's counsel's letterhead]

_____, _____
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of Developer's: (i) Articles of Incorporation, as amended to date; (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business; (iii) Bylaws, as amended to date; and (iv) records of all corporate proceedings relating to the Project [revise if Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto: (a) identifies each class of capital stock of Developer; (b) sets forth the number of issued and authorized shares of each such class; and (c) identifies the record owners of shares of each class of capital stock of Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of Developer. Each outstanding share of the capital stock of Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

[Note: include a reference to the laws of the state of incorporation/organization of Developer, if other than Illinois.]

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's
Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Overton Center Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of _____, a
_____ (the "Developer"), hereby certifies that with respect to that certain
_____ Redevelopment Agreement between Developer and the City of
Chicago dated _____, _____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$_____, have been made:

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

\$_____

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

\$_____

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

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

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

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

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

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____.

My commission expires: _____

Agreed and Accepted:

Name

Title: _____

City of Chicago
Department of Planning and
Development

(Sub)Exhibit "N".
(To Overton Center Redevelopment Agreement)

Form Of Subordination Agreement.

[Sample -- Update Based On Specific Project]

This Subordination Agreement ("Agreement") is made and entered into as of the day of _____, _____ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

Witnesseth:

Whereas, [Identify Developer, Project and Property]; and

Whereas, [List Financing and Security Documents] (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, The Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections [8.02, 8.06, and 8.19] [update based on Section 7.02] of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things to: (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances;

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To Developer:

Attention: _____

with copies to:

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given: (i) if delivered personally or otherwise actually received; (ii) if sent by overnight delivery service; (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested; or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking association]

By: _____

Its: _____

City of Chicago

By: _____

Its: _____

Commissioner,
Department of Planning and
Development

Acknowledged and agreed to this
_____ day of _____, _____.

[Developer], a _____

By: _____

Its: _____

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and

acknowledged that as such Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

[Seal]

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

[Seal]

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT TO INCREASE PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR RENOVATION OF PUBLIC FIELDHOUSE AT BLACKHAWK PARK, 2318 N. LAVERGNE AVE.

[O2023-1603/O2023-0001309]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning a first amendment to the intergovernmental agreement with Chicago Park District to increase Tax Increment Financing (TIF) funds for renovation of public fieldhouse at Blackhawk Park, located at 2318 North Lavergne Avenue in the 31st Ward (O2023-1603), in an amount up to \$2,755,266, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on January 12, 2000, and published in the *Journal of the Proceedings* (the "Journal") of the City Council of the City (the "City Council") for said date at pages 22590 to 22739, and as subsequently amended on May 17, 2000, July 6, 2011 and October 14, 2015, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Belmont/Central Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area; and

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

WHEREAS, In an ordinance adopted on May 20, 2020 and published at pages 16849 to 16867 of the *Journal* for that date, the City Council authorized the Department of Planning and Development of the City ("DPD") to use a portion of the Belmont/Central Increment in an amount not to exceed \$3,000,000 for the purpose of renovating a public fieldhouse at Blackhawk Park, which is generally located at 2318 North Laverne Avenue, Chicago, Illinois (the "Project") in the Area, and authorized the making of an intergovernmental agreement; and

WHEREAS, On December 18, 2020, the City and the Park District entered into an intergovernmental agreement (the "Agreement") whereby the City agreed to pay or reimburse the Park District for a portion of the Project; and

WHEREAS, DPD desires to reallocate to the Park District an additional \$2,755,266 from the Belmont/Central Increment in order to pay for additional TIF-funded improvements in the Project; and

WHEREAS, The City and the Park District desire to enter into an amendment to the Agreement in substantially the form attached as Exhibit A (the "First Amendment") whereby the City shall increase the amount of assistance by \$2,755,266 for a total of \$5,755,266 to pay or reimburse the Park District for certain costs of the Project; now, therefore,

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

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

SECTION 2. The Commissioner of DPD (the "Commissioner") and a designee are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the First Amendment in substantially the form attached hereto as Exhibit A and made a part hereof and such other documents as may be necessary to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment on behalf of the City.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".

First Amendment To Intergovernmental Agreement.

This amendment (the "First Amendment") to that certain Intergovernmental Agreement by and between the City of Chicago ("City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"), and the Chicago Park District (the "Park District"), a body politic and corporate, dated as of December 18, 2020 (the "Agreement"), is made and entered into as of _____, 2023, by and between the City and the Park District.

Recitals.

Whereas, An ordinance adopted by the City Council of the City (the "City Council") on May 20, 2020, and published at pages 16849 -- 16867 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for that date, authorized the Commissioner of DPD, to execute an intergovernmental agreement with the Park District, to undertake renovation of the fieldhouse at Blackhawk Park (the "Project"), generally located at 2318 North Laverne Avenue in Chicago, Illinois (the "Property"), as legally described in Exhibit A of the Agreement; and

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

Whereas, In accordance with the provisions of the Act, and pursuant to ordinances adopted on January 12, 2000, and published in the *Journal* for said date at pages 22590 -- 22739, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "Belmont/Central Redevelopment Project Area" (the "Belmont/Central Redevelopment Area"); (ii) designated the Belmont/Central Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Belmont/Central Redevelopment Area, and the foregoing Plan being subsequently amended on May 17, 2000, July 6, 2011 and October 14, 2015; and

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

Whereas, Pursuant to the Agreement and in accordance with the Act, DPD agreed to provide to the Park District a portion of the City Increment in an amount not to exceed \$3,000,000 for the purpose of funding certain Project costs to the extent and in the manner provided in the Agreement; and

Whereas, DPD and the Park District have determined that it is in the best interests of both parties to provide additional financing for the TIF-funded improvements at the fieldhouse at Blackhawk Park ("Project") on the Property; and

Whereas, The Project includes installation of a new roof and gutter systems, waterproofing, tuckpointing, window and door replacement, restoration of interior finishes and improving ADA access throughout the fieldhouse; and

Whereas, The City wishes to make available to the Park District an additional portion of the City Increment in an amount not to exceed \$2,755,266 for the purpose of paying for or reimbursing the Park District for certain Project costs; and

Whereas, The City and the Park District wish to amend the Agreement to increase the amount of the City Increment available to the Park District from an amount not to exceed \$3,000,000 to an amount not to exceed \$5,755,266; and

Whereas, On _____, the Park District's Board of Commissioners (the "Board") adopted a resolution authorizing the execution of this First Amendment; and

Whereas, On _____, 2023, the City Council authorized an ordinance which is published at pages _____ to _____ of the *Journal* of said date that authorized the making of this First Amendment;

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

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Amendment by reference.

Section 2.

Terms And Conditions.

Recital J and Section 2.6 of the Agreement are hereby amended by deleting the amount of \$3,000,000 and inserting the amount of \$5,755,266.

Section 3.

Exhibits.

1. Exhibit C, Project Budget to the Agreement, is hereby amended by deleting Exhibit C, Project Budget in its entirety and replacing it with Exhibit C as indicated below:

*Exhibit "C".**Project Budget.*

The total cost of the Project is \$5,755,266. In no event, however, shall funding from the Belmont/Central TIF Fund exceed \$5,755,266.

Sources	Amount
Belmont/Central TIF	\$5,755,266
Total:	\$5,755,266

Uses	Amount
Fieldhouse roof, gutters, windows and doors	\$2,552,376
Fieldhouse water proofing and tuckpointing	577,110
Interior finishes and access improvements	915,780
Design costs and construction contingency for discovered conditions	975,000
ADA access improvements	735,000
Total:	\$5,755,266

The Commissioner may approve changes to this preliminary budget.

2. If any of the provisions of the Agreement conflict with the provisions of this First Amendment, the provisions of this First Amendment shall prevail.

3. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

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

City of Chicago

By: _____

Name: Maurice D. Cox

Its: Commissioner,
Department of Planning and Development

Chicago Park District

By: _____

Name: Rosa Escareno

Its: General Superintendent and CEO

Attest:

By: _____

Kantrice Ogletree,
Secretary

AMENDMENT OF ORDINANCE WHICH AUTHORIZED REDEVELOPMENT
AGREEMENT WITH IMANI SENIOR VILLAGE PHASE I LLC FOR DEVELOPMENT
OF IMANI VILLAGE AT 9633 S. COTTAGE GROVE AVE.

[O2023-2037/O2023-0001298]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the amendment of an ordinance which authorized a redevelopment agreement with Imani Senior Village Phase 1 LLC for development of Imani Village at 9633 South Cottage Grove Avenue, located in the 8th Ward (O2023-2037), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, To address the issue of a shortage of affordable housing in an area on and near real property commonly known as 9633 South Cottage Grove Avenue in Chicago, Illinois, an ordinance (the "Original Ordinance") was adopted by the City Council ("City Council") on November 16, 2022 and published at pages 55857 -- 55940 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date; and

WHEREAS, Pursuant to the Original Ordinance the City authorized: (i) the issuance of multi-program funds, (ii) tax increment financing, and (iii) execution of a redevelopment agreement with Imani Senior Village Phase 1 LLC, an Illinois limited liability company (the "Borrower") for development of 70 affordable housing units as more fully described in the Original Ordinance to be commonly known as Imani Senior Village on the real property referenced above; and

WHEREAS, There were certain omissions and mistakes in Exhibit A to the Original Ordinance which will be addressed in a revised Exhibit A hereto; 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. Exhibit A to the Original Ordinance is hereby amended and replaced with Exhibit A attached hereto. Deleted text from the original version of Exhibit A is shown as strikethrough and added text is shown as underlined.

SECTION 3. Except as specifically amended and modified by this ordinance, the Original Ordinance shall remain in full force and effect.

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

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

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

Exhibit "A".

Borrower: Imani Senior Village Phase I LLC, an Illinois limited liability company whose manager is Imani Senior Village Phase I MM LLC, an Illinois limited liability company whose managing members are SPM Properties & Development LLC, an Illinois limited liability company and NIA1 LLC, an Illinois limited liability company, and others to be hereafter selected as additional members.

Project: Acquisition of land as lessee pursuant to a long-term ground lease and construction of a building to be located at the Property and of approximately 70 independent living dwelling units for low- and moderate-income senior citizens and certain common areas and parking spaces.

Loan: Source: Multi-Family Program Funds.
Amount: Not to exceed \$4,100,000.
Term: Not to exceed 42 years.
Interest: Zero percent (0%) per annum, or another interest rate acceptable to the Authorized Officer.
Security: Non-recourse mortgage on the Property (the "City Mortgage").

Additional Financing:

1. Amount: Not to exceed \$4,000,000 (the "Construction and Permanent Senior Loan").
Term: Not to exceed 40 years.
Source: A loan insured by the United States Department of Housing and Urban Development ("HUD"), or another source acceptable to the Authorized Officer.
Interest: A fixed rate of interest not to exceed _____ percent seven percent (7%) per annum, or another interest rate acceptable to the Authorized Officer.
Security: Mortgage on the Property senior to the lien of the City Mortgage.

2. Low-Income Housing Tax Credit ("LIHTC"):

Proceeds: Approximately ~~\$13,800,000~~, \$15,578,800, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to repay the Construction and Permanent Senior Loan.

Source: To be derived from the syndication of approximately ~~\$1,500,000~~ \$1,700,000 LIHTC allocation by the City acting through DOH. The tax credit equity will be bridged by a loan of approximately ~~13,739,352~~ \$14,421,324 from a source acceptable to the Authorized Officer that will be secured by a mortgage on the Property senior to the lien of the City Mortgage.

3. Tax Increment Financing:

Amount: Not to exceed \$8,050,757 of TIF proceeds granted to Trinity, or another source acceptable to the Authorized Officer. Such funds to be loaned by Trinity to the Borrower or granted to Trinity and then contributed as capital to the Borrower.

4. Amount: Approximately \$1,000,000.

Source: State of Illinois Grant, or another source acceptable to the Authorized Officer. Such funds to be loaned by Trinity to the Borrower or granted to Trinity and then contributed as capital to the Borrower.

Security: Mortgage on the Property junior to the lien of the City Mortgage, or such other security as may be acceptable to the Authorized Officer.

5. Donation Tax Credit ("DTC"):

Proceeds: Approximately \$685,850 to be derived from the syndication of approximately \$797,500 (based on a land value of \$1,595,000) in DTC allocated by the City.

Source: Such proceeds to be contributed as Capital to the Borrower or loaned to the Borrower by Imani Works, Inc., an Illinois not-for-profit corporation, or another source acceptable to the Authorized Officer.

6. ComEd EEP:

Amount: Approximately \$200,000 from Commonwealth Edison Energy Efficiency Program proceeds granted to Trinity or another source acceptable to the Authorized Officer. Such funds to be loaned by Trinity to the Borrower or granted to Trinity and then contributed as Capital to the Borrower.

7. Multi-Year Affordability Through Upfront Investment:

Amount: Approximately \$1,000,000.

- Source: Chicago Low-Income Housing Trust Fund, or another source acceptable to the Authorized Officer. Such funds to be loaned by Trinity to the Borrower or granted to Trinity and then contributed as Capital to the Borrower.
- Interest: Zero percent per annum (if applicable), or another rate or rates acceptable to the Authorized Officer.
- Security: Mortgage on the Property junior to the lien of the City Mortgage (if applicable), or such other security as may be acceptable to the Authorized Officer.
8. Amount: Approximately \$440,000.
- Source: Deferred Developer Fee.
9. Amount: Approximately \$100.
- Source: Developer Contribution.

SETTLEMENT AGREEMENT REGARDING CASE OF *LANA TRIPLETT V. ADAM CORONA AND CITY OF CHICAGO*.

[Or2023-232/OR2023-0001331]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Lana Triplett v. Adam Corona and City of Chicago*, cited as 2019 L 7771 (Cir. Ct. of Cook County, Law Division) in the amount of \$400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said 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: *Lana Triplett v. Adam Corona and City of Chicago*, cited as 2019 L 7771 (Cir. Ct. of Cook County, Law Division), in the amount of \$400,000.

SETTLEMENT AGREEMENT REGARDING CASE OF JOSHUA HABASEK-BONELLI
V. CITY OF CHICAGO.

[Or2023-233/OR2023-0001335]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case:

Joshua Habasek-Bonelli v. City of Chicago, cited as Number 22 CV 3668, in the amount of \$550,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said 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: *Joshua Habasek-Bonelli v. City of Chicago*, cited as Number 22 cv 3668, in the amount of \$550,000.

SETTLEMENT AGREEMENT REGARDING CASE OF ANGELA WILLIAMS,
INDEPENDENT ADMINISTRATOR OF ESTATE OF SHARELL BROWN,
DECEASED V. CITY OF CHICAGO, OFFICER ROBERT RHODES, AND
OFFICER JOSEPH LISCIANDRELLO.

[Or2023-234/OR2023-0001338]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Angela Williams, Independent Administrator of the Estate of Sharell Brown, Deceased v. City of Chicago, Officer Robert Rhodes, and Officer Joseph Lisciandrello*, cited as Number 21 L 11688, in the amount of \$1,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee present, with six (6) dissenting votes made by Alderpersons Quinn (13th Ward), Taliaferro (29th Ward), Sposato (38th Ward), Conway (34th Ward), Silverstein (50th Ward) and Lee (11th Ward) on June 14th, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Ramirez, Gutiérrez, Coleman, Moore, Curtis, Taylor, Mosley, Rodriguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 35.

Nays -- Alderpersons Beale, Chico, Lee, Quinn, Lopez, O'Shea, Tabares, Taliaferro, Cardona, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 15.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Angela Williams, Independent Administrator of the Estate of Sharell Brown, Deceased v. City of Chicago, Officer Robert Rhodes, and Officer Joseph Lisciandrello*, cited as Number 21 L 11688, in the amount of \$1,000,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *ARTHUR BROWN V. CITY OF CHICAGO*.

[Or2023-235/OR2023-0001343]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Arthur Brown v. City of Chicago*, cited as Number 18-cv-7064 (N.D. Ill.), in the amount of \$7,250,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said 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: *Arthur Brown v. City of Chicago*, cited as Number 18-cv-7064 (N.D. Ill.), in the amount of \$7,250,000.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2023-231/OR2023-0001224]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred an order for payments of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 766
through 769 of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims

June 21, 2023

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)									
BARWICK	BRIAN	7300 N RIDGE BLVD	CHICAGO	IL	60645	06/06/2022	\$2,100.00	Claimant	7300 N RIDGE
SIMMONS	TASHA	700 91ST PLACE	CHICAGO	IL	60619	04/21/2022	\$695.40	DEPARTMENT OF REVENUE	700 E 91ST PL
SIMMONS	TASHA	700 91ST PLACE	CHICAGO	IL	60619	04/21/2022	\$154.60	Claimant	700 E 91ST PL
ZIEGLER	DALE	4613 N MALDEN ST	CHICAGO	IL	60640	09/22/2022	\$320.00	Claimant	4613 N MALDEN ST
Total of Split Claims:		Number	Amount						
		4	\$3,270.00						
Claimant Type Desc: Vehicle(8)									
ACKERMAN	MARTHA	905 W WILLOW ST	CHICAGO	IL	60614	09/29/2022	\$1,136.52	Claimant	221 E SUPERIOR
ADDANTE	ANTHONY	3104 WHISPERING OAKS LANE	WOODRIDGE	IL	60517	02/25/2023	\$359.42	Claimant	W DIVERSEY PARKWAY
ANDERSON	STEVEN	1688 W BRYN MAWR AVE	CHICAGO	IL	60660	11/08/2022	\$790.93	Claimant	2300 N LAKE SHORE DR
ANDERSON	TIMOTHY	10 W CHESTNUT ST, #3	CHICAGO	IL	60610	02/11/2022	\$113.22	Claimant	1000 N LAKE SHORE DR
AYSSAOUI	ASMA	233 E WACKER DR, #3402	CHICAGO	IL	60601	12/31/2022	\$1,323.61	Claimant	323 E WACKER
BAUMGARTNER	WILLIAM	312 W WISCONSIN	CHICAGO	IL	60614	02/26/2023	\$658.50	Claimant	1000 N LAKE SHORE DR
BERNSTEIN	JOSEPHINE	28 W NECK RD #1A	HUNTINGTON	NY	11743	01/22/2023	\$228.91	Claimant	1240 N LAKE SHORE DR
BISCEGLIE	VANESSA	5100 JARLATH AVE.	SKOKIE	IL	60077	10/20/2022	\$444.04	Claimant	6020 N CICERO AVENUE
BOROWSKI	DAVID	928 W. EASTWOOD AVE, #3E	CHICAGO	IL	60640	02/27/2023	\$453.44	Claimant	600 N LAKE SHORE DRIVE
CHEMELLO	DANIELLE	150 S. WHITEHALL CT.	PALATINE	IL	60067	04/04/2022	\$572.85	Claimant	5006 N JEAN BAPTISTE
CIFUENTES	RUBEN	4311 W. PARKER	CHICAGO	IL	60639	04/23/2022	\$231.92	Claimant	N WESTERN AVE & W
CLARK	LINDA	1205 STONEBRIAR CT	NAPERVILLE	IL	60540	01/07/2023	\$323.00	Claimant	205 N COLUMBUS DR
CRUZ	VICTOR	2034 N HARLEM AVE.	ELMWOOD PARK	IL	60707	02/22/2023	\$391.05	Claimant	6458 W BLOOMINGDALE
CRUZADO	DANTE	3404 W. CHICAGO AVE, #2	CHICAGO	IL	60651	06/27/2022	\$644.90	Claimant	W 5TH AVENUE
DANIELS	YVONNE	2509 W MARQUETTE RD	CHICAGO	IL	60629	03/31/2022	\$107.58	Claimant	4650 W NORTH AVE
DANO	RAMI	6922 N ALGONQUIN AVE	CHICAGO	IL	60646	03/06/2023	\$153.92	Claimant	6554 N CENRAL AVE
DAVIS	LAVELL	8124 S TROY	CHICAGO	IL	60652	06/13/2022	\$144.50	Claimant	6816 S BLACKSTONE
DAY	TAKAKO	508 FOX HOLLOW	DEKALB	IL	60115	03/01/2023	\$128.00	Claimant	4400 N LAKE SHORE DR
DECOOK	JEFFREY	645 S. PINE AVE.	ARLINGTON	IL	60005	01/04/2023	\$199.12	Claimant	5100 S LAKE SHORE DRIVE
DEVENEY	ELAINE	1651 W CATALPA #2	CHICAGO	IL	60640	03/06/2023	\$96.25	Claimant	5300 N LAKE SHORE DR
DUNEE	THERESE	3723 N CLIFTON AVE #2	CHICAGO	IL	60613	02/08/2023	\$192.29	Claimant	3750 N LAKE SHORE DR
DYE	STEPHEN	4856 W DAKIN ST #1	CHICAGO	IL	60641	02/07/2022	\$1,568.19	Claimant	4859 W DAKIN ST

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
EDWARDS	BRADLEY	930 S. PARK AVE.	WINTHROP	IL	60096	12/19/2022	\$283.78	Claimant	4000 N LAKE SHORE DRIVE
ENGLISH	CORA	1126 E 83RD ST UNIT B	CHICAGO	IL	60619	06/09/2022	\$57.05	DEPARTMENT OF REVENUE	6800 S STONY ISLAND
FINNERTY	SINEAD	10307 S HOMAN AVE	CHICAGO	IL	60655	12/20/2022	\$116.89	Claimant	4800 S KEDVALE
FLORES	SHAUNA	15201 W. 103RD LANE	DYER	IN	46311	03/08/2022	\$540.55	Claimant	N WESTERN AVE. & W.
FRANK	ANNELISE	4250 W. LAKE AVE. #A309	GLENVIEW	IL	60026	01/14/2023	\$143.62	Claimant	4711 S JAEN BAPTISTE
FRAUND	TOD	10936 S WABASH AVE	CHICAGO	IL	60628	09/29/2022	\$120.22	Claimant	11300 S DOTY
GEISHEKER	ADAM	218 S. FAIRVIEW	PARK RIDGE	IL	60068	03/07/2022	\$201.41	Claimant	N ORLEANS ST & W
GOMEZ	GISSEL	4415 PRAIRIE AVE	BROOKFIELD	IL	60513	06/26/2022	\$1,151.34	Claimant	1103 W WELLINGTON AVE
GORDON	DANA	417 S KENILWORTH AVE	OAK PARK	IL	60302	02/24/2022	\$538.75	Claimant	1801 W 31ST PLACE
GULLION	CAROLINE	2133 W FLETCHER ST	CHICAGO	IL	60618	01/03/2022	\$292.01	Claimant	499 E WACKER
HALLORAN	JOHN	1628 W. FARRAGUT AVE.	CHICAGO	IL	60640	02/04/2023	\$248.28	Claimant	6155 N WESTERN AVENUE
HASTINGS	MARGARET	5207 S WOODLAWN AVE	CHICAGO	IL	60615	01/03/2023	\$253.59	Claimant	2300 N LAKE SHORE DR
HEYWOOD	DANIEL	1927 CHESTNUT AVE	WILMETTE	IL	60091	01/04/2023	\$313.72	Claimant	5500 N LAKE SHORE DR
HIRSCH	HOWARD	445 NORTH WATER ST., #1802	CHICAGO	IL	60611	01/06/2023	\$397.46	Claimant	150 N COLUMBUS DR
HOSIER	CHAPMAN	2502 N WESTERN AVE #3	CHICAGO	IL	60647	08/02/2022	\$173.71	Claimant	2300 N LAKE SHORE DR
HUANG	SIDI	1180 S CUYLER AVE	OAK PARK	IL	60304	10/06/2022	\$94.69	DEPARTMENT OF REVENUE	2027 W CONGRESS PKWY
JACKSON	OSCAR	11334 S. UNION AVE.	CHICAGO	IL	60628	03/01/2022	\$254.08	Claimant	2638 W 71ST STREET
JANKOWSKI	GENNA	48 ARBOREDGE WAY	FITCHBURG	WI	53711	01/11/2023	\$326.75	Claimant	2300 N LAKE SHORE DR
JENETT	LaGAIL	11445 S INDIANA #3	CHICAGO	IL	60628	09/23/2022	\$43.29	Claimant	11445 S FOREST
JOHN	ADAM	4660 N WINTHROP AVE #3N	CHICAGO	IL	60640	05/08/2022	\$584.24	Claimant	1400 W CORTLAND
JUNG	PARK	3750 SALEM WALK BG	NORTHBROOK	IL	60062	02/21/2023	\$255.21	Claimant	1400 W FULLERTON
KNOROWSKI	DAVID	5838 N. EAST CIRCLE AVENUE	CHICAGO	IL	606312419	01/01/2019	\$74.64	Claimant	3332 W BELMONT AVENUE
KOSTAMO	LISA	3333 N SEELEY AVE #2	CHICAGO	IL	60618	02/23/2023	\$423.96	Claimant	3180 N LAKE SHORE DR
KRATZER	RAYMOND	9522 S. WINCHESTER AVE.	CHICAGO	IL	60643	04/04/2022	\$168.86	Claimant	658 E MORGAN DR
KUJAWA	MEGGAN	9939 S DAMEN AVE	CHICAGO	IL	60643	05/13/2022	\$374.00	Claimant	400 W CERMAK
LACROIX IV	PAUL	3764 N. CLARK ST. #1S	CHICAGO	IL	60613	02/23/2023	\$369.90	Claimant	50 N LAKE SHORE DRIVE
LEWITTES	DANIELLA	317 W. EVERGREEN AVE. #302	CHICAGO	IL	60610	05/23/2022	\$85.00	Claimant	1200 W NORTH AVENUE
LONA	MARIE	1924 W POTOWAC AVE	CHICAGO	IL	60622	01/08/2023	\$157.48	Claimant	1832 N CLYBOURN AVE
LORING	TIMOTHY	5927 N. LEONARD AVE.	CHICAGO	IL	60646	11/01/2022	\$87.81	Claimant	606 S KEDZIE AVE
LUTZE	PETER	6550 N BOSWORTH	CHICAGO	IL	60626	12/23/2022	\$248.54	Claimant	4900 N LAKE SHORE DR
MARGETICH	ELIZABETH	4557 S ALBANY	CHICAGO	IL	60632	04/03/2022	\$105.01	Claimant	3200 N LAKE SHORE DR
MCBLAIN	SCOTT	5851 N LANSING AVE	CHICAGO	IL	60646	01/28/2023	\$78.69	Claimant	140 E LAKE SHORE DR
MCWILLAN	GLENN	1848 N. WINCHESTER AVE.	CHICAGO	IL	60622	03/06/2022	\$315.08	Claimant	2000 N LAKE SHORE DRIVE

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
MIRANDA	VINCENTE	5225 W. OAKDALE	CHICAGO	IL	60641	10/19/2021	\$1,776.84	Claimant	2600 N. MILWAUKEE AVE.
MIRANDA	VINCENTE	5225 W. OAKDALE	CHICAGO	IL	60641	10/19/2021	\$50.00	DEPARTMENT OF REVENUE	2600 N. MILWAUKEE AVE.
NARDONI	CHRISTIANNA	141 RICHMOND RD	STEEGE	IL	60475	07/26/2022	\$205.49	Claimant	11600 S COTTAGE GROVE
NAVARRETE	MARIA	500 S. FAIRFIELD AVE.	CHICAGO	IL	60632	04/06/2022	\$244.00	DEPARTMENT OF REVENUE	5000 S FAIRFIELD
NAVARRETE	MARIA	500 S. FAIRFIELD AVE.	CHICAGO	IL	60632	04/06/2022	\$1,394.75	Claimant	5000 S FAIRFIELD
OHARE	KEVIN	7512 BONNIE RIDGE ROAD	VILLAGE OF	IL	60014	11/16/2019	\$473.44	Claimant	2111 W FULLERTON
OLDS	ERICA	859 W ERIE ST. #505	CHICAGO	IL	60642	02/16/2022	\$122.00	DEPARTMENT OF REVENUE	2400 N LAKE SHORE DR
OLDS	ERICA	859 W ERIE ST. #505	CHICAGO	IL	60642	02/16/2022	\$60.90	Claimant	2400 N LAKE SHORE DR
PATOLJ	DANEEL	1121 W OGDEN AVE #267	NAPERVILLE	IL	60563	01/02/2023	\$172.69	Claimant	195 N COLUMBUS
PAUL	RACHAEL	7330 W ARMITAGE AVE #1E	ELMWOOD PARK	IL	60707	03/30/2022	\$96.19	Claimant	4600 W NORTH AVE
PAYTON	BARBARA	4253 W WALTON ST. #1	CHICAGO	IL	60651	06/10/2022	\$518.40	Claimant	2700 W VAN BUREN ST
PENNING	LUCAS	1350 N. WELLS ST. #3302	CHICAGO	IL	60610	07/05/2022	\$890.01	Claimant	W FULLERTON PARKWAY
PERNER	EMMET	9361 S. LONGWOOD DR.	CHICAGO	IL	60643	01/07/2023	\$214.67	Claimant	N COLUMBUS DR & N
PETERGAL	EMMA	521 N. HARVEY AVE.	OAK PARK	IL	60302	04/02/2022	\$680.09	Claimant	3839 W DIVISION ST.
QUINTERO	ROLANDO	2440 W. ARDMORE AVE. # 1	CHICAGO	IL	60659	04/03/2022	\$80.00	DEPARTMENT OF REVENUE	4800 N LAKE SHORE DR
REJAI	AMY	1132 W. 17TH ST. UNIT 3	CHICAGO	IL	60608	06/10/2022	\$155.00	Claimant	2639 N RACINE AVE
SCHNEIDER	DAVID	1501 W SUPERIOR #1F	CHICAGO	IL	60642	01/25/2022	\$91.37	DEPARTMENT OF REVENUE	811 W CHICAGO
SHARMA	DUSHYANT	7078 N. ASHLAND BLVD. #3	CHICAGO	IL	60626	02/13/2019	\$79.80	Claimant	1419 W PRATT AVENUE
SHORTENHAUS	JAMES	1222 DRYDEN PLACE	EVANSTON	IL	60201	01/09/2023	\$121.88	Claimant	4400 N LAKE SHORE DRIVE
SHORTENHAUS	JAMES	1222 DRYDEN PLACE	EVANSTON	IL	60201	02/23/2023	\$66.71	Claimant	1100 N LAKE SHORE DR
THIGPEN	STACEY	7829 S. SOUTH SHORE DR., UNIT C	CHICAGO	IL	60649	02/09/2023	\$142.43	Claimant	6000 S LAKE SHORE DR
VEGA	NICHOLAS	1542 KEMMAN AVE	LAGRANGE PARK	IL	60526	01/08/2023	\$123.00	Claimant	4800 N LAKE SHORE DR
VIGLIOTTI	MACKENZIE	3122 N. KILBOURN AVE.	CHICAGO	IL	60641	12/15/2022	\$106.85	Claimant	3143 N KIMBALL AVE
VOLANTE	SARAH	1032 LOUISE LANE	JOULET	IL	60431	09/01/2022	\$291.17	Claimant	3200 N LAKE SHORE DR
WARREN	HERBERT	240 E ILLINOIS ST #2208	CHICAGO	IL	60611	09/03/2022	\$529.50	Claimant	5400 S CICERO
WILLIAMS	STEPHANIE	8016 S. LANGLEY AVE.	CHICAGO	IL	60619	05/25/2022	\$285.09	Claimant	6800 S STONY ISLAND AVE
WOOD	KRISTIN	800 W CORNELIA AVE. #306	CHICAGO	IL	60657	02/15/2023	\$137.63	Claimant	3150 N LAKE SHORE DR
WULFSOHN	CURTIS	2111 S HALSTED ST	CHICAGO	IL	60608	02/13/2023	\$109.52	Claimant	316 W CERMAK ROAD
ZAMPA	DAVID	1138 SHERIDAN RD.	EVANSTON	IL	60202	02/23/2023	\$181.40	Claimant	N LAKE SHORE DR
		P.O. BOX 660836	IRVING	TX	75266	01/03/2022	\$1,754.49	Claimant	1931 N LINCOLN PARK
		PO BOX 7247-7744	PHILADELPHIA	PA	19107744	09/15/2022	\$862.32	Claimant	3940 W FULLERTON AVE
		ALLSTATE PAYMENT PROCESSING CENTER	DALLAS	TX	75265	09/22/2022	\$1,924.66	Claimant	1200 N HALSTED ST

Allstate / Connor
Harifera / Ortiz
Allstate / Lopez

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Farrell	Farrell	6000 AMERICAN PARKWAY	MADISON	WI	537830001	05/14/2022	\$806.35	Claimant	2330 W DEVON
Total of Split Claims:		Number	Amount						
		88	\$33,892.51						
Total of Split Claims:		Number	Amount						
		92	\$37,162.51						

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2023-442/CL2023-0001225]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on February 23, 2022 and on subsequent dates, sundry claims for various refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

[List of claimants printed on pages 771
and 772 of this *Journal*.]

City Of Chicago
Denied Claims by Claim Name

Denied Date: 06/21/2023

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
ADAMS, NICOLE P		1/13/23 12:00 AM	04/19/2023	2023369989	SUMIT CONSTRUCTION #773-276-4000 PERMIT #DOT1763989
ANDERSON, PETER R		6/17/22 12:00 AM	10/26/2022	2022369646	CLAIMANT NO RESPONSE - MULTIPLE COMMUNICATION
BARRAGAN, GLADIOLA		2/15/23 12:00 AM	03/15/2023	2023369852	THIRD PARTY RESPONSIBILITY; CONTACT: CROSSTOWN FIBER;
BARRIGA, JOSE		3/10/23 12:00 AM	04/19/2023	2023370021	INCIDENT OUTSIDE OF CHICAGO
BRADLEY, CONNOR S		2/10/23 12:00 AM	05/24/2023	2023370042	PHONE #847-705-4401
BRINKLEY, TIMOTHY C		1/5/23 12:00 AM	02/01/2023	2023369799	A REVIEW OF CITY GPS TRACKING SHOWS NO SNOW PLOW'S
CARDENAS, DANIEL		4/1/23 12:00 AM	04/19/2023	2023369593	CITY OF CHICAGO NOT LIABLE.
DO, CHRISTINE		1/14/22 12:00 AM	04/19/2023	2023369955	CITY NOT LIABLE FOR ACTS OF NATURE
FIALLO, SILVIA		3/1/23 12:00 AM	05/24/2023	2023370055	ORIGINAL CLAIM 2023370032
GEICO ASJO WILLIAMS, ALICIA		6/1/22 12:00 AM	04/19/2023	2023370013	PEOPLES GAS CONTACT: 312-240-4549
GUERRERO, ARABELLA		2/6/23 12:00 AM	04/19/2023	2023369923	FILE WITH I.D.O.T. PLEASE CONTACT: 847-705-4401
HALABI, SHADI		9/29/22 12:00 AM	04/19/2023	2023369852	PLEASE FILE WITH ILLINOIS DEPARTMENT OF
HARRIS, CHARLOTTE R		5/24/23 12:00 AM	05/24/2023	2023370062	CITY OF CHICAGO NOT LIABLE
IRIZARRY, PRISCILLA D		12/2/22 12:00 AM	04/19/2023	202336978	
JABER, HATEM		3/1/23 12:00 AM	04/19/2023	2023370003	
JACKSON, ADYNA G		3/16/22 12:00 AM	04/27/2022	2023369947	CLAIMANT NO RESPONSE
JACKSON, ROBERT E		4/21/22 12:00 AM	05/23/2022	2023369141	CLAIMANT NO RESPONSE
JAMES, DEON J		4/25/22 12:00 AM	05/23/2022	2023369125	CLAIMANT NO RESPONSE
JUAREZ, JOSE M		2/25/22 12:00 AM	03/23/2022	2023368812	CLAIMANT NO RESPONSE
MENDOZA, MANDY M		6/28/22 12:00 AM	09/21/2022	2023369483	AFTER MULTIPLE ATTEMPTS - CLAIMANT WAS NO RESPONSE.
MUSTIC, FATA		5/25/22 12:00 AM	06/22/2022	2023369344	CLAIMANT NO RESPONSE - MULTIPLE COMMUNICATION
OREJEL, VERONICA		2/22/23 12:00 AM	04/19/2023	2023369918	PHONE 847-705-4401
PALMERSON, ANN A		4/28/23 12:00 AM	05/24/2023	2023370072	MATT CONSTRUCTION #773-254-1077 PERMIT #DOT 1732133
PATRICK, REGINALD A		8/24/22 12:00 AM	01/18/2023	2023369766	CLAIMANT NO RESPONSE
PAUL, ALLISON CLAIRE		12/5/21 12:00 AM	02/23/2022	2021368741	AFTER MULTIPLE COMMUNICATION ATTEMPTS - CLAIMANT
PEDYASH, DENIS		7/3/22 12:00 AM	09/21/2022	2023369557	AFTER MULTIPLE COMMUNICATION ATTEMPTS WITH NO
POWE, JENNIFER		12/3/22 12:00 AM	01/18/2023	2022369767	CLAIMANT NO RESPONSE - Multiple communication
RAMIREZ, JULIAN		4/8/22 12:00 AM	04/19/2023	2023369958	DUPLICATE CLAIM OF 2022369844
RICHOUX CONDOMINIUMS		5/4/22 12:00 AM	01/18/2023	2022369772	SEE REPORT ATTACHED FOR DETAILS: DOOR DAMAGED
RIO, ABEL C/O AMERO BUILDING		5/8/22 12:00 AM	06/22/2022	2023369277	CLAIMANT NO RESPONSE - MULTIPLE COMMUNICATION
ROSS, BRITNEY		3/6/23 12:00 AM	04/19/2023	2023369966	INCIDENT NOT IN CHICAGO
SANTIAGO, ANDREA V		9/25/21 12:00 AM	04/27/2022	2021366974	CLAIMANT NO RESPONSE - MULTIPLE COMMUNICATION
SIDDIQUI, AHMED F		1/30/23 12:00 AM	04/19/2023	2023369940	CLAIM HAS BEEN REFERRED TO C.C.U.
SKINNION, NICOLE E		1/20/23 12:00 AM	04/19/2023	2023369944	INTERVENING THIRD PARTY
SMITH, CORNELL D		1/22/22 12:00 AM	01/18/2023	2023369764	THE DOCUMENTED DAMAGE IS NOT CONSISTENT WITH THE
SMITH-KENT, THERESA D		8/2/22 12:00 AM	03/15/2023	2022369871	CLAIMANT NO RESPONSE
SOSA, GOMEZ, KENNEDY		7/5/22 12:00 AM	09/21/2022	2023369594	AFTER MULTIPLE COMMUNICATION ATTEMPTS WITH NO
STATE FARM, AS/O WISEMAN,		12/3/22 12:00 AM	04/19/2023	2022369956	YOUR CLAIM HAS BEEN REFERRED TO CITY CLAIMS UNIT

Claimant Name	Claimant Address	Incident Date	Denied Date: 06/21/2023		Claim Number	Denial Reason
			Introduced to City Council	Introduced to City Council		
STODOLING, JAYSON R		5/14/22 12:00 AM	09/21/2022		2022368604	AFTER MULTIPLE COMMUNICATION ATTEMPTS - CLAIMANT
VANDLIK, MARK J		2/16/22 12:00 AM	04/27/2022		2022368993	CLAIMANT NO RESPONSE - MULTIPLE COMMUNICATION
ZANIO, ROBERT		1/14/23 12:00 AM	04/19/2023		2023370016	PHONE 847-705-4401

Placed On File -- JUDGMENT AND SETTLEMENT REPORT FOR MONTHS OF APRIL AND MAY 2023.

[F2023-121/F2023-0001238]

The Committee on Finance submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was submitted a list of cases in which verdicts, judgments or settlements were entered into for the months of April 2023 and May 2023, 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 voice vote of the members of the committee present, with no dissenting votes on June 14, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

On motion of Alderperson Dowell, 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.

APPOINTMENT OF ANNETTE GUZMAN AS BUDGET DIRECTOR.

[A2023-46/A2023-0001212]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration the appointment of Annette Guzman as Budget Director (A2023-46), begs leave to report and recommend that Your Honorable Body *Approve* the appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,
Chairman.

On motion of Alderperson Ervin, the committee's recommendation was *Concurred In* and the said proposed appointment of Annette Guzman as Budget Director was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

AMENDMENT OF REDEVELOPMENT AGREEMENT WITH LITTLE VILLAGE BUSINESS INCUBATOR LLC FOR PROVISION OF NEIGHBORHOOD OPPORTUNITY FUNDS FOR INTERIOR AND EXTERIOR IMPROVEMENTS OF PROPERTY AT 3523 -- 3525 W. 26TH ST.

[O2023-2051/O2023-0001943]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a Neighborhood Opportunity Funds Award Letter amendment to extend the project completion date and increase the grant to Little Village Business Incubator LLC for commercial renovations (O2023-2051), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, Section 16-14-010, et seq. of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to: (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner (the "Commissioner") of the Department of Planning and Development ("DPD") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to: (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, On September 9, 2020, the City Council of the City approved the award of an NOF grant subject to certain terms and conditions which were specified in an NOF Conditional Award Letter dated May 11, 2020 and amended on June 16, 2020 (the "Award Letter") to Little Village Business Incubator LLC, an Illinois limited liability company (the "Grantee"), in an amount not to exceed \$1,500,000 (the "Original Grant Amount") for the development of a commercial project located in a qualified investment area at 3523 -- 3525 West 26th Street, Chicago, Illinois, commonly known as Xquina Business Incubator (the "Project"); and

WHEREAS, The Grantee has experienced delays in completion of the Project; and

WHEREAS, The delays were primarily caused by the COVID-19 pandemic, corporate restructuring of the Grantee, environmental issues and budget changes due to material costs; and

WHEREAS, All the factors that contributed to the delay have been resolved by the Grantee, and the Grantee is ready to move forward and has requested that DPD amend the Award Letter; and

WHEREAS, DPD amended the Award Letter on May 16, 2023 (the "Amended Award Letter"), which, among other things, extends the deadline to complete the Project and increases the Original Grant Amount to \$1,700,000 (the "NOF Grant"); and

WHEREAS, DPD seeks authorization to award the NOF Grant to the Grantee pursuant to the Amended Award Letter, which is attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute a redevelopment agreement with the Grantee and to execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the NOF Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the NOF Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the NOF Grant to the Grantee.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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



NOF CONDITIONAL AWARD LETTER

May 11, 2020

Amended: May 16, 2023

Little Village Business Incubator, LLC
Attn: Kim Close
2501 South Trumbull Avenue
Chicago, IL 60623

Re: Xquina Business Incubator

Dear Ms. Close,

Congratulations, your application for the Neighborhood Opportunity Fund ("NOF") has been conditionally approved for up to **\$1,700,000** in NOF Grant assistance, subject to City Council approval and execution of a Redevelopment Agreement ("RDA") with the City of Chicago (the "City"), through the Department of Planning and Development ("DPD"). Prior to City Council introduction, DPD will require submission of additional documentation including but not limited to EDS forms. Scofflaw clearance will be required for all individuals and entities identified in an EDS.

This letter outlines the general terms and conditions of the approval. Your application was selected and approved based on its proposed Project Plan and Project Scope, which are described below. If any changes are made to either the Project Plan or Project Scope, you must inform DPD in advance of proceeding. Any changes without DPD's prior written approval may result in forfeiture of the NOF Grant.

Property Address:

3523-3525 West 26th Street
PINs: 16-26-401-001 and -002

Project Plan and Project Scope:

NOF Funding will be used for Phase 1 Interior & Exterior Improvements. Phase 1 will include environmental remediation, demolition, structural and exterior repairs, façade repairs, new roof, new mechanical/HVAC, electrical and plumbing (MEP's) for 3 tenants on the first floor. Exterior repairs include new windows, replacing and reconstructing brick, lintels structural support, and rear building exterior repair and reconstruction. The anticipated Project uses include a (1) new locally owned Café, (2) Bank and technology incubator, and (3) commercial kitchen.

Estimated Project Sources and Uses:

PROJECT SOURCES AND USES			
Anticipated Project Funds (Sources)		Anticipated Project Costs (Uses)	
Equity	\$ 1,316,705	Acquisition Costs	\$ 582,000
IFF Financing	\$ 875,000	Hard Costs	\$ 2,933,078
We Rise Together Grant	\$ 675,000	Soft Costs	\$ 1,051,627
NOF Funds	\$ 1,700,000		
Total Sources	\$ 4,566,705	Total Uses	\$ 4,566,705

Payment of NOF Grant:

Funds for NOF awards may be disbursed in one of two ways: (1) reimbursed to the Grantee following the completion of the project and the issuance of a Certificate of Completion by DPD or (2) progress payments may be made during construction up to 90% of the total award amount if Grantee elects to establish a project-dedicated escrow account. The final 10% grant payment will be reimbursed following the completion of the project and the issuance of a Certificate of Completion by DPD. Construction draws will require documentation review and approval from the City of Chicago.

NOF Covenants:

1. **Operations and Occupancy Covenants.** The Grantee shall continuously own, occupy, and operate the entirety of the Project for three years following the issuance of the Certificate of Completion. If the Grantee fails to satisfy these requirements, the City shall have the right to cease NOF payments or terminate the RDA. The City may also have the right to place a lien on the subject property.
2. **Annual Compliance Report.** The Grantee shall be required to provide an Annual Compliance Report. The compliance monitoring period will extend at least 3 years from the issuance of the Certificate of Completion for the Project. Requirements for the Annual Compliance Reports will be detailed in the RDA.

NOF Grant Award Conditions:

Disbursement of the NOF Grant funds is subject to the following conditions, which will be further detailed in the RDA.

1. **Closing.** Prior to closing, the Grantee must satisfy certain conditions before the City will execute and deliver the RDA, unless such conditions are waived in writing by the City. Grantee shall close on the RDA within 90 days of Council authorization, subject to extension by up to an additional 90 days if approved in writing by DPD.
2. **Certificate of Completion.** Grantees are to complete construction expeditiously following the execution of the RDA. A Certificate of Completion must be issued prior to the second anniversary of Council authorization, or the Project will be considered in default and the NOF Grant may be forfeited and the RDA may be terminated.
3. **Project Budget.** Increases to project costs will be your sole responsibility and will not necessitate an increase in the approved NOF Grant amount.
4. **Project Financing.** Proof of project financing, evidencing that all available sources of funds outside of the NOF Grant amount are secured and available, must be submitted to DPD.

5. **Documentation.** All eligible project costs must be appropriately documented. Documentation includes, but is not limited to, detailed invoices, cancelled checks, sworn owner's statement, sworn statement of contractor and subcontractor to owner and final lien waivers.
6. **Permits.** All permits which are required by the City's Municipal Code must be obtained in order for that work and its corresponding costs to be considered eligible for NOF assistance.
7. **Business Licenses.** All necessary business licenses must be obtained by the business prior to the NOF Grant being fully disbursed.
8. **MBE/WBE Requirements.** The Grantee must meet at least 26% MBE/ 6%WBE participation for the Project's direct and indirect costs of construction. Prior to the closing date, the Grantee, general contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Grantee's plan to achieve its obligations as established in the RDA and as mandated by City Council ordinance and DPD policy.
9. **City Residency/Prevailing Wage Requirements.** City residents must perform 50% of all construction hours. Grantee is subject to the City's prevailing wage requirement for all construction trades, as established by the Illinois Department of Labor.
10. **Permitted Uses.** The Grantee understands that the permitted uses of property and improvements are only as allowed by the Redevelopment Agreement and the applicable zoning restrictions.
11. **Limitations on Other City Funds.** NOF funds may not be combined with other City funds, including but not limited to a TIF redevelopment agreement, the Small Business Improvement Fund, or the Adopt-a-Landmark Fund.

Once more, we wish to extend congratulations to you on being selected for the NOF program. We look forward to supporting you in your efforts to revitalize our City's neighborhoods. Any questions regarding the NOF requirements and procedures can be addressed to Robert Bumpers at (312) 744-0107 or Robert.bumpers@cityofchicago.org.

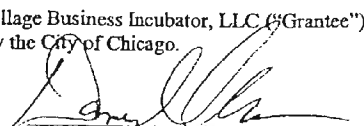
Sincerely,



William Jeffries
Deputy Commissioner
Department of Planning and Development

On behalf of Little Village Business Incubator, LLC ("Grantee"), I accept the above terms and conditions of the NOF Grant offered by the City of Chicago.

5/16/23
Date



Little Village Business Incubator, LLC

Board President
Title

Return one copy of this letter to:

City of Chicago
Department of Planning and Development
Attention: Robert Bumpers
121 North LaSalle Street, RM 1003
Chicago, IL 60602

Cc:
Juan Saldana III
P3 Markets LLC

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2023 ANNUAL
APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2023-2079/SO2023-0002059]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an Annual Appropriation Ordinance Year 2023 amendment within Fund Number 925 for the Department of Housing, Mayor's Office for People with Disabilities, Department of Family and Support Services -- Early Childhood, Emergency Housing, and Department of Transportation -- Congestion Management Technologies Deployment (SO2023-2079), begs leave to report and recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2023 (the "2023 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Department of Housing has been awarded additional federal COVID-19 grant funds in the amount of \$423,000 by the United States Department of the Treasury for the Emergency Rental Housing Assistance program; and

WHEREAS, The City through its Department of Public Health ("CDPH") has been awarded additional federal grant funds in the amount of \$10,101,000 by the United States Department of Health and Human Services for the Building Epidemiology and Health IT Capacity program; and

WHEREAS, The City through CDPH has been awarded private grant funds in the amount of \$25,000 by the Ann & Robert H. Lurie Children's Hospital of Chicago for the Healthy Chicago 2.0 Survey program; and

WHEREAS, The City through its Mayor's Office for People with Disabilities has been awarded additional federal carryover grant funds in the amount of \$100,000 by the United States Department of Housing and Urban Development for the Community Development Block Grant program; and

WHEREAS, The City through its Department of Family and Support Services ("DFSS") has been awarded additional state pass-through grant funds in the amount of \$4,052,000 by the Board of Education of the City of Chicago for the Early Childhood Block Grant program; and

WHEREAS, The City through DFSS has been awarded additional state grant funds in the amount of \$319,000 by the Illinois Department of Human Services for the Emergency and Transitional Housing program; and

WHEREAS, The City through DFSS has been awarded additional state grant funds in the amount of \$19,000 by the Illinois Department on Aging ("IDOA") for the Long Term Care Ombudsman program; and

WHEREAS, The City through DFSS has been awarded additional state grant funds in the amount of \$14,000 by IDOA for the Senior Benefits Access program; and

WHEREAS, The City through DFSS has been awarded additional state grant funds in the amount of \$7,000 by IDOA for the Senior Companion Project program; and

WHEREAS, The City through its Department of Police has been awarded state grant funds in the amount of \$403,000 by the Illinois State Police for the Revocation Enforcement Program; and

WHEREAS, The City through its Department of Transportation ("CDOT") has been awarded federal pass-through grant funds in the amount of \$3,990,000, which will be provided by the Illinois Department of Transportation ("IDOT") pursuant to a cooperative agreement between CDOT, IDOT, and the United States Department of Transportation for the Advanced Transportation and Congestion Management Technologies Deployment program; now, therefore,

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

SECTION 1. The amount of \$19,453,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2023. The 2023 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".

Amendment To The 2023 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount	Strike Amount (2023 Total) Includes Anticipated Carryover	Add Amount (2023 Total) Includes Anticipated Carryover	Strike Amount (2023 Total)	Add Amount (2023 Total)
Estimate Of Grant Revenue For 2023							
	Awards from Agencies of the Federal Government for COVID-19	\$1,579,617,000	\$1,580,040,000				
	Awards from Agencies of the Federal Government	2,092,902,000	2,107,093,000				
	Awards from Agencies of the State of Illinois	826,842,000	831,656,000				
	Awards from Public and Private Agencies	144,982,000	145,007,000				
925 -- Grant Funds							
Department Number	Department And Grant Name	Strike Amount 2023 Anticipated Grant	Add Amount 2023 Anticipated Grant	Strike Amount (2023 Total) Includes Anticipated Carryover	Add Amount (2023 Total) Includes Anticipated Carryover	Strike Amount (2023 Total)	Add Amount (2023 Total)
21	Department Of Housing: Emergency Rental Housing Assistance			\$21,716,000	\$22,139,000	\$ 21,716,000	\$ 22,139,000
41	Department Of Public Health: Building Epidemiology and Health IT Capacity Healthy Chicago 2.0 Survey	\$2,293,000	\$12,394,000			263,484,000	273,585,000
			25,000				25,000

Department Number	Department And Grant Name	Strike Amount 2023 Anticipated Grant	Add Amount 2023 Anticipated Grant	Strike Amount (2023 Total) Includes Anticipated Carryover	Add Amount (2023 Total) Includes Anticipated Carryover	Strike Amount (2023 Total)	Add Amount (2023 Total)
48	Mayor's Office For People With Disabilities:						
	Community Development Block Grant			\$ 286,683	\$ 386,683	\$ 5,136,590	\$ 5,236,590
50	Department Of Family And Support Services:						
	Early Childhood Block Grant			84,200,000	88,252,000	84,200,000	88,252,000
	Emergency and Transitional Housing	\$5,632,000	\$5,951,000			5,632,000	5,951,000
	Long Term Care Ombudsman Program -- CMP	293,000	312,000			293,000	312,000
	Senior Benefits Access Program	224,000	238,000			224,000	238,000
	Senior Companion Project	34,000	41,000			34,000	41,000
57	Department Of Police:						
	Revocation Enforcement Program		403,000				403,000
84	Department Of Transportation:						
	Advanced Transportation and Congestion Management Technologies Deployment		3,990,000				3,990,000

TRANSFER OF FUNDS WITHIN CITY COUNCIL COMMITTEE ON COMMITTEES
AND RULES FOR YEAR 2023.

[O2023-2095/O2023-0001975]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within the Committee on Committees and Rules for Year 2023 (O2023-2095), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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 2023. 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
Rental Equipment	0100	0152005	0157	\$20,000.00

TO:

Purpose	Fund	Code/ Department	Account	Amount
Materials and Supplies	0100	0152005	0340	\$15,500.00
Recognition and Awards	0100	0152005	0982	\$ 4,500.00

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.

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

APPOINTMENT OF WHITNEY K. CASTLE AS MEMBER OF SOUTH WESTERN
AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 20).

[A2023-41/A2023-0001977]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on June 13, 2023, recommends *Approval* of the appointment of Whitney K. Castle as a member of Special Service Area Number 20, the South Western Avenue Commission (A2023-41), introduced on April 19, 2023 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Whitney K. Castle as a member of the South Western Avenue Commission (Special Service Area Number 20) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF JOHN L. RATZENBERGER AS MEMBER OF LINCOLN SQUARE COMMISSION (SPECIAL SERVICE AREA NO. 21-2016).

[A2023-45/A2023-0001984]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on June 13, 2023, recommends *Approval* of the reappointment of John L. Ratzenberger as a member of Special Service Area Number 21-2016, the Lincoln Square Commission (A2023-45), introduced on April 19, 2023 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of John L. Ratzenberger as a member of the Lincoln Square Commission (Special Service Area Number 21-2016) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MARIANNE CANDIDO AS MEMBER OF CLARK STREET/
ANDERSONVILLE COMMISSION (SPECIAL SERVICE AREA NO. 22).

[A2023-42/A2023-0001979]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on June 13, 2023, recommends *Approval* of the appointment of Marianne Candido as a member of Special Service Area Number 22, the Clark Street/Andersonville Commission (A2023-42), introduced on April 19, 2023 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Marianne Candido as a member of the Clark Street/Andersonville Commission (Special Service Area Number 22) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF DOMINIC IRPINO AS MEMBER OF UPTOWN
COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2023-43/A2023-0001980]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on June 13, 2023, recommends *Approval* of the reappointment of Dominic Irpino as a member of Special Service Area Number 34, the Uptown Commission (A2023-43), introduced on April 19, 2023 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Dominic Irpino as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF ERYN E. WHITE AS MEMBER OF CALUMET HEIGHTS/AVALON COMMISSION (SPECIAL SERVICE AREA NO. 50).

[A2023-44/A2023-0001982]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on June 13, 2023, recommends *Approval* of the appointment of Eryn E. White as a member of Special Service Area Number 50, the Calumet Heights/Avalon Commission (A2023-44), introduced on April 19, 2023 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Eryn E. White as a member of the Calumet Heights/Avalon Commission (Special Service Area Number 50) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

YEAR 2023 BUDGET AND SERVICE PROVIDER AGREEMENT NAMING
PORTAGE PARK CHAMBER OF COMMERCE FOR SPECIAL SERVICE AREA
NO. 28-2014.

[O2023-2039/O2023-0001986]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on June 13, 2023, having had under consideration an ordinance for a pro-rated 2023 budget and service provider agreement with Portage Park Chamber of Commerce for Special Service Area Number 28-2014, Six Corners (O2023-2039), introduced on May 24, 2023 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time; and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance"), which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area, among other things: (i) yearly budgets based upon the costs of providing the Special Services; (ii) agreements between the City and an entity to serve as service provider (the "Service Provider") for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iii) budgets to be included in the Service Provider Agreement (the "Budgets"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") its Fiscal Year 2023 recommendations to the City Council; and

WHEREAS, The City Council previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof (the "Fiscal Year 2023 Levy Ordinance") that, among other things, appropriated a sum necessary to provide the Special Services in and for the Area during Fiscal Year 2023, but which did not approve a Service Provider or authorize a Service Provider Agreement necessary to provide the Special Services in and for the Area during Fiscal Year 2023; and

WHEREAS, The City Council enacted a certain ordinance on December 14, 2022 and published in the *Journal* for such date at pages 58044 through 58048 that approved an interim service provider ("Interim Service Provider") and authorized one or more interim service provider agreements ("Interim Service Provider Agreement") to provide the Special Services in and for the Area during the last few months of 2022 and, if necessary, also during the first few months of Fiscal Year 2023, and the Commissioner (as defined below) entered into the Interim Service Provider Agreement with the Interim Service Provider, which provider has, among other things, been providing the Special Services from the first day of the Term of Fiscal Year 2023 through the present; and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") a recommendation to the City Council that Portage Park Chamber of Commerce, an Illinois not-for-profit corporation, serve as the Service Provider and that the City enter into a Service Provider Agreement for the provision of Special Services to the Area from the beginning date set forth in Exhibit A hereof through not later than the ending date set forth in Exhibit A hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement with the entity indicated on Exhibit A hereto as the Service Provider, for a term as described below, in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget for Fiscal Year 2023, as reduced to account for the prior provision of Special Services in the Area by the Interim Service Provider under the Interim Service Provider Agreement, shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the amounts shown in the Budget for Fiscal Year 2023, reduced as indicated above, to the Service Provider in consideration for the provision of the Special Services during the term of the Service Provider Agreement. The term of the Service Provider Agreement (the "Term") shall cover the period described on Exhibit A hereto. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 3. Enforceability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion, or order in conflict with this ordinance, to the extent of such conflict.

SECTION 5. Effective Date. This ordinance shall take effect as of the date of its passage and approval.

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

Exhibit "A".

Special Service Area No. 28-2014.

Area	Levy Cap	Commission	Term	Service Provider
28-2014	0.75 percent	Six Corners	The date of execution of a Service Provider Agreement through not later than December 31, 2023	Portage Park Chamber of Commerce

Establishment Ordinance:

Date: December 7, 2005

Journal pages: 64641 through 64736.

Amendment(s) to Establishment Ordinance:

Date: December 10, 2014

Journal pages: 99684 through 99785.

Fiscal 2023 Levy Ordinance:

Date: December 14, 2022

Journal pages: 57919 through 57922.

Attached Budget reads as follows:

Budget.

	Special Service Area # 28-2014
SSA Name:	Six Corners

2023 BUDGET SUMMARY

Budget and Services Period: January 1, 2023 through December 31, 2023

CATEGORY (Funded Categories Comprise Scope of Services)	2022 Levy		Carryover Funds	TIF Rebate Fund #0D19	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$54,500	\$2,022	\$0	\$68,589	\$0	\$125,111
2.00 Public Way Aesthetics	\$115,500	\$0	\$30,000	\$0	\$0	\$145,500
3.00 Sustainability and Public Places	\$500	\$0	\$0	\$0	\$0	\$500
4.00 Economic/ Business Development	\$10,300	\$0	\$0	\$0	\$0	\$10,300
5.00 Public Health and Safety Programs	\$2,000	\$0	\$0	\$0	\$0	\$2,000
6.00 SSA Management	\$24,100	\$0	\$0	\$0	\$0	\$24,100
7.00 Personnel	\$54,945	\$0		\$0	\$0	\$54,945
	Sub-total	\$261,845				
GRAND TOTALS	Levy Total	\$263,867	\$30,000	\$68,589	\$0	\$362,456

LEVY ANALYSIS	
Estimated 2022 EAV:	\$61,006,509
Authorized Tax Rate Cap:	0.750%
Maximum Potential Levy limited by Rate Cap:	\$457,549
Requested 2022 Levy Amount:	\$263,867
Estimated Tax Rate to Generate 2021 Levy	0.4325%

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS IN ACCORDANCE WITH ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 20, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 12, 2023, and to which were referred proposed ordinances from the Department of Planning and Development for the sale of City-owned properties at various locations, under Adjacent Neighbors Land Acquisition Program, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinances transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

On motion of Alderperson Sigcho-Lopez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

929 N. Hamlin Ave.

[O2023-2061/O2023-0001962]

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser identified on Exhibit A hereto; and

WHEREAS, The ANLAP Parcel is located in the Chicago/Central Park Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on February 27, 2002, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 79794 through 80025, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on March 13, 2023; and

WHEREAS, Purchaser's proposal was the highest (or only) ANLAP bid received by DPD, and no other proposals were received by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 23-014-21 adopted on April 20, 2023, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$12,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions, or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Mardoqueo Lemus and Cristobal Castillo.

Purchaser's Address:

925 North Hamlin Avenue
Chicago, Illinois 60651.

Appraised Value ("As Is"):

\$23,000.00.

Bid Amount:

\$12,000.00.

Legal Description (subject to title commitment and survey):

Lot 36 in Block 4 in Divens Subdivision of the southeast quarter of the southwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

929 North Hamlin Avenue
Chicago, Illinois 60651.

Permanent Index Number:

16-02-321-013-0000.

814 S. Keeler Ave.

[O2023-2062/O2023-0001965]

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal")

for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding

only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchasers; and

WHEREAS, The ANLAP Parcel is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City of Chicago on May 17, 2000, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30775 through 30953; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on April 13, 2023; and

WHEREAS, Purchaser's proposal was the highest ANLAP bid amount proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, By Resolution Number 23-014-21 adopted on April 20, 2023, the Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchasers to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchasers for the purchase price of \$1,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Robin R. and Royne J. Scott.

Bidder's Address:

812 South Keeler Avenue
Chicago, Illinois 60651.

Appraised Value ("As Is"):

\$6,000.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 28 in Block 1 in Batchellor's Subdivision of that part lying north of the north line of Chicago and Great Western Railroad Company's right-of-way of the east half of that part of the west half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of Barry Point Road, in Cook County, Illinois.

Address:

814 South Keeler Avenue
Chicago, Illinois 60651.

Property Index Number:

16-15-409-017-0000.

2134 S. Millard Ave.

[O2023-2078/O2023-0001969]

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser identified on Exhibit A hereto; and

WHEREAS, The ANLAP Parcel is located in the Ogden Pulaski Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on April 9, 2008, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 24221 through 24477, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on April 25, 2023; and

WHEREAS, Purchaser's proposal was the highest (or only) ANLAP bid received by DPD, and no other proposals were received by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 23-014-21 adopted on April 20, 2023, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$1,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Rochelle Foster.

Purchaser's Address:

2136 South Millard Avenue
Chicago, Illinois 60623.

Appraised Value ("As Is"):

\$1,000.00.

Bid Amount:

\$6,500.00.

Legal Description (subject to title commitment and survey):

Lot 39 in Block 2 in Millard and Decker's Addition to Chicago, being a subdivision of that part of the east half of the southwest quarter of Section 23, Township 39 North, Range 13, lying south of Ogden Avenue and East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2134 South Millard Avenue
Chicago, Illinois 60623.

Property Index Number:

16-23-326-021-0000.

1254 S. Springfield Ave.

[O2023-2058/O2023-0001952]

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser identified on Exhibit A hereto; and

WHEREAS, The ANLAP Parcel is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 17, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30775 through 30953, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on March 13, 2023; and

WHEREAS, Purchaser's proposal was the highest (or only) ANLAP bid received by DPD, and no other proposals were received by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 23-014-21 adopted on April 20, 2023, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$1,000.00. Such deed shall include a covenant

obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Atneada Nance.

Purchaser's Address:

1252 South Springfield Avenue
Chicago, Illinois 60623.

Appraised Value ("As Is"):

\$5,000.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 28 in Block 2 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1254 South Springfield Avenue
Chicago, Illinois 60623.

Property Index Number:

16-23-101-043-0000.

4466 S. Wells St.

[O2023-2060/O2023-0001960]

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser identified on Exhibit A hereto; and

WHEREAS, The ANLAP Parcel is located in the 47th/Halsted Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 29, 2002, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 85676 through 85904, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on March 13, 2023; and

WHEREAS, Purchaser's proposal was the highest (or only) ANLAP bid received by DPD, and no other proposals were received by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 23-014-21 adopted on April 20, 2023, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$2,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Juan Vincente Alvarez and Maria del Consuelo Rodriguez.

Purchaser's Address:

4464 South Wells Street
Chicago, Illinois 60609.

Appraised Value ("As Is"):

\$14,425.00.

Bid Amount:

\$2,000.00.

Legal Description (subject to title commitment and survey):

Lot 16 in Block 7 in Van H. Higgins Subdivision of 25 acres south of and adjoining the north 60 acres of the southeast quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4466 South Wells Street
Chicago, Illinois 60609.

Property Index Number:

20-04-416-032-0000.

2831 W. 25th Pl.

[O2023-2059/O2023-0001956]

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended

by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand and no/100 Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser identified on Exhibit A hereto; and

WHEREAS, The ANLAP Parcel is located in the Little Village East Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on April 22, 2009, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 57326 through 57410, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on September 28, 2020; and

WHEREAS, Purchaser's proposal was the highest (or only) ANLAP bid received by DPD, and no other proposals were received by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 23-014-21 adopted on April 20, 2023, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$2,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Daniel and Rosa M. Cantu.

Purchaser's Address:

2833 West 25th Place
Chicago, Illinois 60623.

Appraised Value ("As Is"):

\$20,000.00.

Bid Amount:

\$2,000.00.

Legal Description (subject to title commitment and survey):

Lot 42 in Block 6 in Cass Subdivision of the east 30 acres of the south 64 acres of the northwest quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2831 West 25th Place
Chicago, Illinois 60623.

Property Index Number:

16-25-128-013-0000.

NEGOTIATED SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 20, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 12, 2023, and to which were referred ordinances from the Department of Planning and Development for the sale of city-owned properties, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinances transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

On motion of Alderperson Sigcho-Lopez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

4451 S. Calumet Ave.

[O2023-1643/O2023-0001754]

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

WHEREAS, Pursuant to ordinances adopted by the City Council of the City (the "City Council") on March 27, 2002 and published at pages 81231 to 81472 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, the City Council: (i) approved a certain redevelopment plan and project (the "Redevelopment Plan") for the 47th/King Drive Redevelopment Project Area (the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"); (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of the property located at 4451 South Calumet Avenue, Chicago, Illinois 60653, which is legally described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein (the "Property"), and which is located in the Redevelopment Area; and

WHEREAS, Eckco Development Group LLC, an Illinois limited liability company ("Grantee"), submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property from the City for the sum of Eighty Thousand and no/100 Dollars (\$80,000.00) (the "Purchase Price"); and

WHEREAS, The Purchase Price represents the appraised fair market value of the Property as of July 12, 2021; and

WHEREAS, Grantee owns the property located at 4453 South Calumet Avenue adjacent to the Property (the "Adjacent Property"), and intends to use the Adjacent Property and the Property to construct three single-family homes, one of which will be located on the Property, as depicted in the drawings attached hereto and incorporated herein as Exhibit C (the "Project"); and

WHEREAS, The Project will also include construction of a driveway on the Property to provide access to the homes on the Adjacent Property; and

WHEREAS, The Project is consistent with the Redevelopment Plan; and

WHEREAS, By Resolution Number 23-013-21, adopted on March 16, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, Public notice advertising the Department's intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on July 7, 14 and 21, 2022; and

WHEREAS, No other responsive proposals were received by the deadline set forth in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to Grantee for the Purchase Price is hereby approved, subject to Grantee's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

(a) Grantee must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project; and

(b) Grantee must obtain all building permits and other required permits and approvals necessary to construct the Project and submit evidence thereof to the Department.

If Grantee fails to close on the acquisition of the Property within three (3) years of the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department, in the Commissioner's sole discretion, extends the closing date. Grantee shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Commissioner of the Department, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to a business entity of which Grantee is the sole controlling party. Without limiting the quitclaim nature of

the deed, the conveyance of the Property shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of Grantee or its agents. In addition, the deed shall include the following conditions and covenants, in substantially the form set forth below, which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against Grantee and Grantee's successors and assigns:

1. **Covenant To Build Home.** Grantee shall construct a single-family residential building on the Property (the "Project") in accordance with the site plan and elevations previously approved by the Department of Planning and Development ("Department") within eighteen (18) months of the date of this Deed. No material deviation from the previously approved site plan and elevations is permitted without written approval from the Department. If this condition is not met, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity. Upon completion of the Project, Grantee shall submit a written request to the Department for a certificate of completion. If the Department determines that Grantee has completed the Project in accordance with this covenant, the Department shall provide Grantee with the certificate of completion. The certificate shall be in recordable form and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenant in this section.

2. **Historic Contamination Of Urban Land.** Grantee acknowledges that soil and groundwater in urban areas, including Chicago, are frequently impacted by historic environmental contamination, such as: (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from surrounding property previously or currently used for gas stations, dry cleaners, or other commercial, industrial or manufacturing land uses, (d) unauthorized "fly" dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historic use of lead gasoline and polluting industrial or manufacturing uses.

3. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges that Grantee has had an opportunity to inspect the Property, and is relying solely upon Grantee's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

4. Release Of City. Grantee, on behalf of Grantee and Grantee's heirs, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments and officials, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

[Exhibits "B" and "C" referred to in this ordinance printed on pages 826 through 828 of this *Journal*.]

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

Exhibit "A".

Legal Description Of Property (subject to final survey and title commitment):

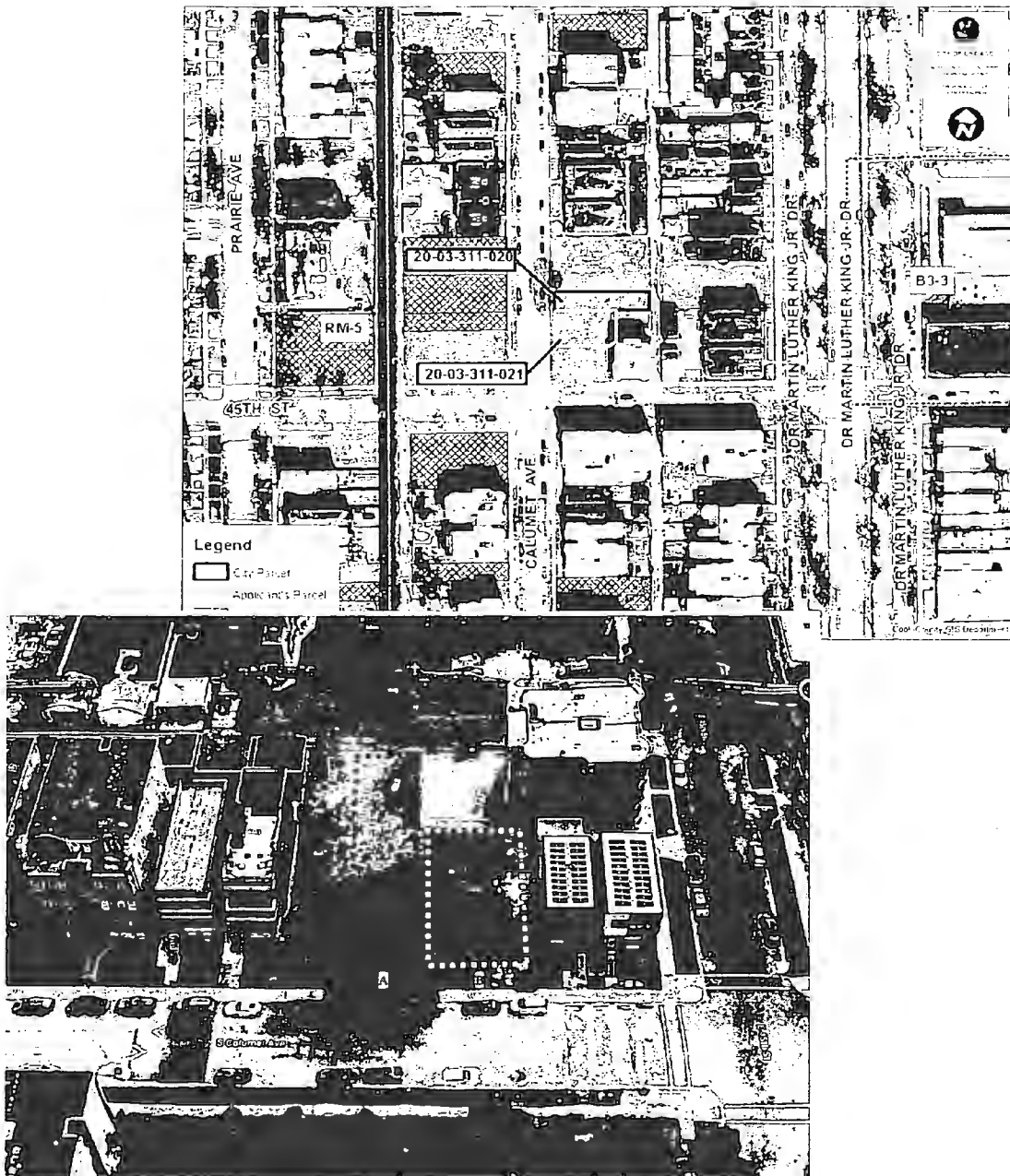
The south 25 feet of Lot 11 in D.H. Pike's Subdivision of the south half of the southeast quarter of the northeast quarter of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Principal Meridian, in Cook County, Illinois.

Address:

4451 South Calumet Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-311-020-0000.

*Exhibit "B".**Depiction Of Property.*

City lot (4451 S Calumet) - to construct 1 single family
Applicant lot (4453 S Calumet) - to construct 2 single family homes

Exhibit "C".

Drawings.
(Page 1 of 2)

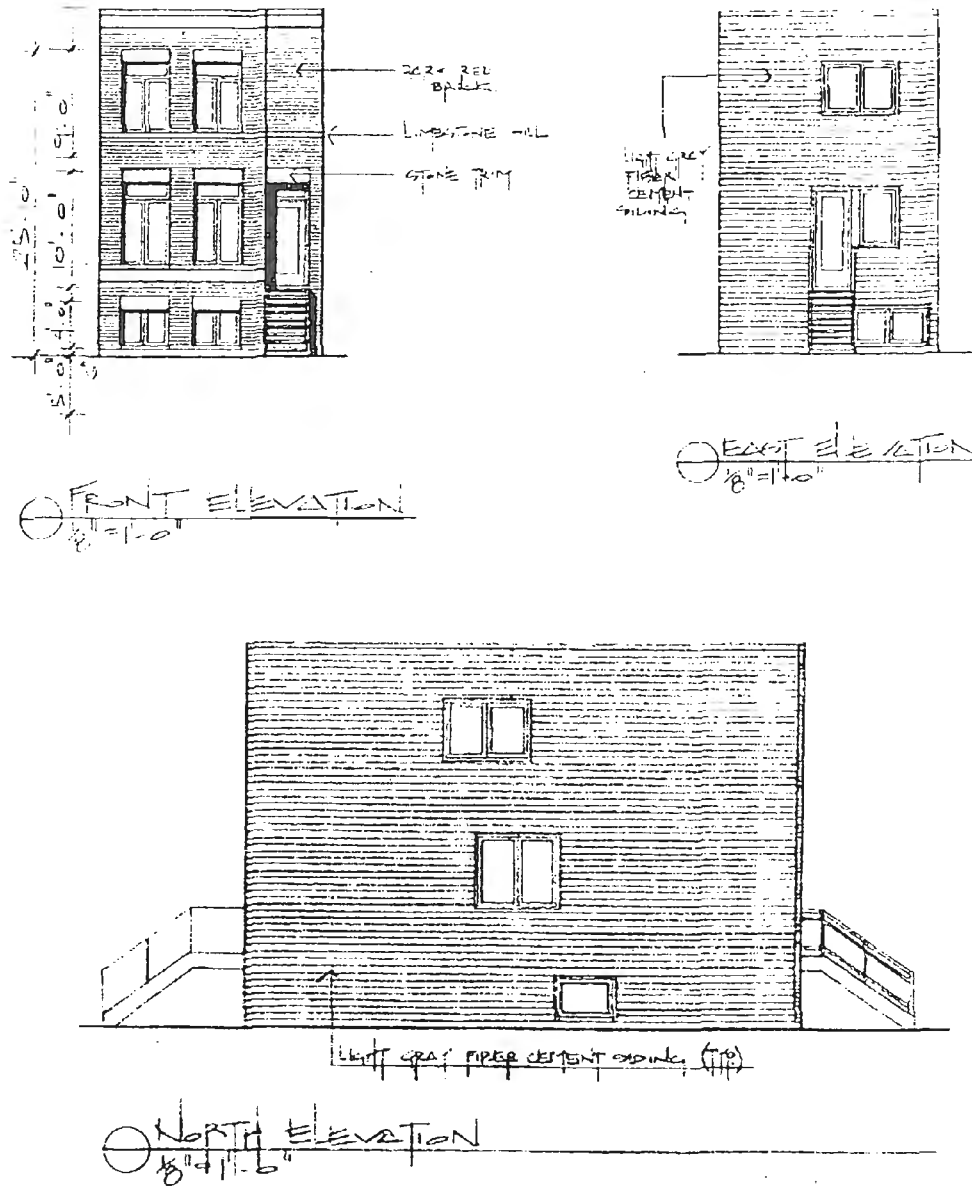
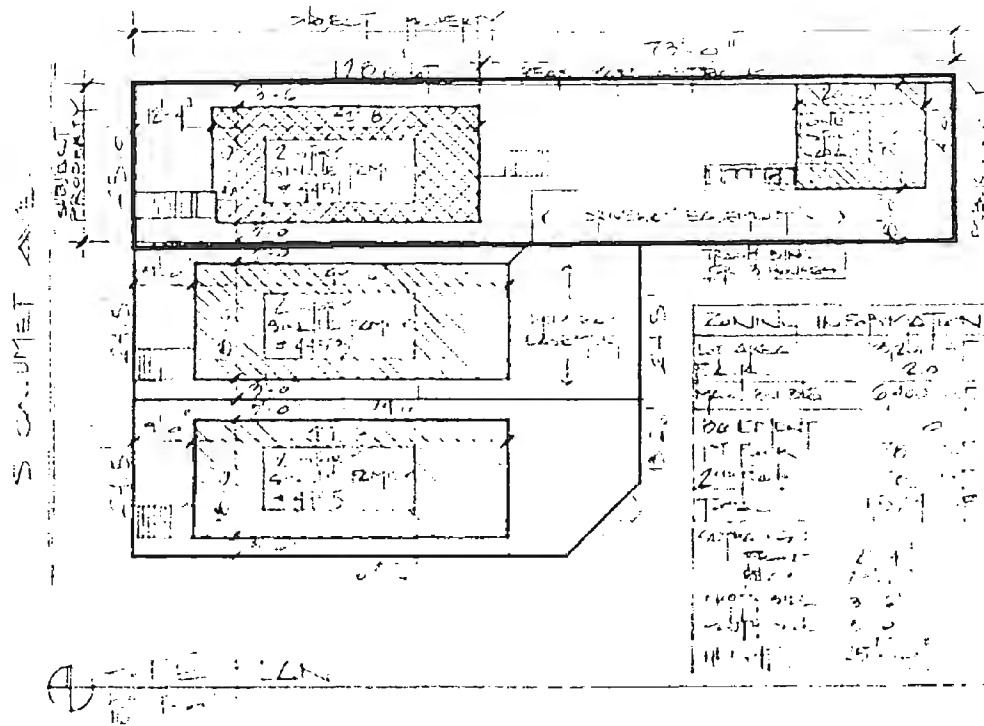


Exhibit "C".

Drawings.
(Page 2 of 2)



436 E. 42nd Pl.

[O2023-1642/O2023-0001997]

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

WHEREAS, Pursuant to ordinances adopted by the City Council of the City (the "City Council") on March 27, 2002 and published at pages 81231 to 81472 in the *Journal of the Proceedings of the City Council* for such date, the City Council: (i) approved a certain redevelopment plan and project (the "Redevelopment Plan") for the 47th/King Drive Redevelopment Project Area (the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"); (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of the property located at 436 East 42nd Place, Chicago, Illinois 60653, which is legally described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein (the "Property"), and which is located in the Redevelopment Area; and

WHEREAS, RZS Properties LLC, an Illinois limited liability company ("Grantee"), submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property from the City for the sum of Forty-six Thousand and no/100 Dollars (\$46,000.00) (the "Purchase Price"); and

WHEREAS, The Purchase Price represents the appraised fair market value of the Property as of July 8, 2021; and

WHEREAS, Grantee owns the property located at 438 East 42nd Place adjacent to the Property (the "Adjacent Property"), and intends to use the Adjacent Property and the Property to construct a three-story, four-unit residential building, as depicted in the drawings attached hereto and incorporated herein as Exhibit C (the "Project"); and

WHEREAS, The Project is consistent with the Redevelopment Plan; and

WHEREAS, By Resolution Number 23-002-21, adopted on January 19, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, Public notice advertising the Department's intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on July 7, 14 and 21, 2022; and

WHEREAS, No other responsive proposals were received by the deadline set forth in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to Grantee for the Purchase Price is hereby approved, subject to Grantee's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

(a) Grantee must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project; and

(b) Grantee must obtain all building permits and other required permits and approvals necessary to construct the Project and submit evidence thereof to the Department.

If Grantee fails to close on the acquisition of the Property within three (3) years of the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department, in the Commissioner's sole discretion, extends the closing date. Grantee shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Commissioner of the Department, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to a business entity of which Grantee is the sole controlling party. Without limiting the quitclaim nature of the deed, the conveyance of the Property shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any

special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of Grantee or its agents. In addition, the deed shall include the following conditions and covenants, in substantially the form set forth below, which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against Grantee and Grantee's successors and assigns:

1. **Covenant To Build Home.** Grantee shall construct three-story, four-unit residential building on the Property (the "Project") in accordance with the site plan and elevations previously approved by the Department of Planning and Development ("Department") within eighteen (18) months of the date of this Deed. No material deviation from the previously approved site plan and elevations is permitted without written approval from the Department. If this condition is not met, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity. Upon completion of the Project, Grantee shall submit a written request to the Department for a certificate of completion. If the Department determines that Grantee has completed the Project in accordance with this covenant, the Department shall provide Grantee with the certificate of completion. The certificate shall be in recordable form and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenant in this section.

2. **Historic Contamination Of Urban Land.** Grantee acknowledges that soil and groundwater in urban areas, including Chicago, are frequently impacted by historic environmental contamination, such as: (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from surrounding property previously or currently used for gas stations, dry cleaners, or other commercial, industrial or manufacturing land uses, (d) unauthorized "fly" dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historic use of lead gasoline and polluting industrial or manufacturing uses.

3. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges that Grantee has had an opportunity to inspect the Property, and is relying solely upon Grantee's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

4. Release Of City. Grantee, on behalf of Grantee and Grantee's heirs, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments and officials, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

[Exhibits "B" and "C" referred to in this ordinance printed on pages 833 through 836 of this *Journal*.]

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

Exhibit "A".

Legal Description Of Property (subject to final survey and title commitment):

Lot 6 in the subdivision of the east half of Lot 14 and all of Lots 15 and 16 in the subdivision of Lots B, C, D, E and F in Higgins, Laflin and Furber's Subdivision of the part west of Vincennes Avenue of the north half of the south half of the southwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

436 East 42nd Place
Chicago, Illinois 60653.

Permanent Index Number:

20-03-220-028-0000.

Exhibit "B".

Depiction Of Property.
(Page 1 of 2)

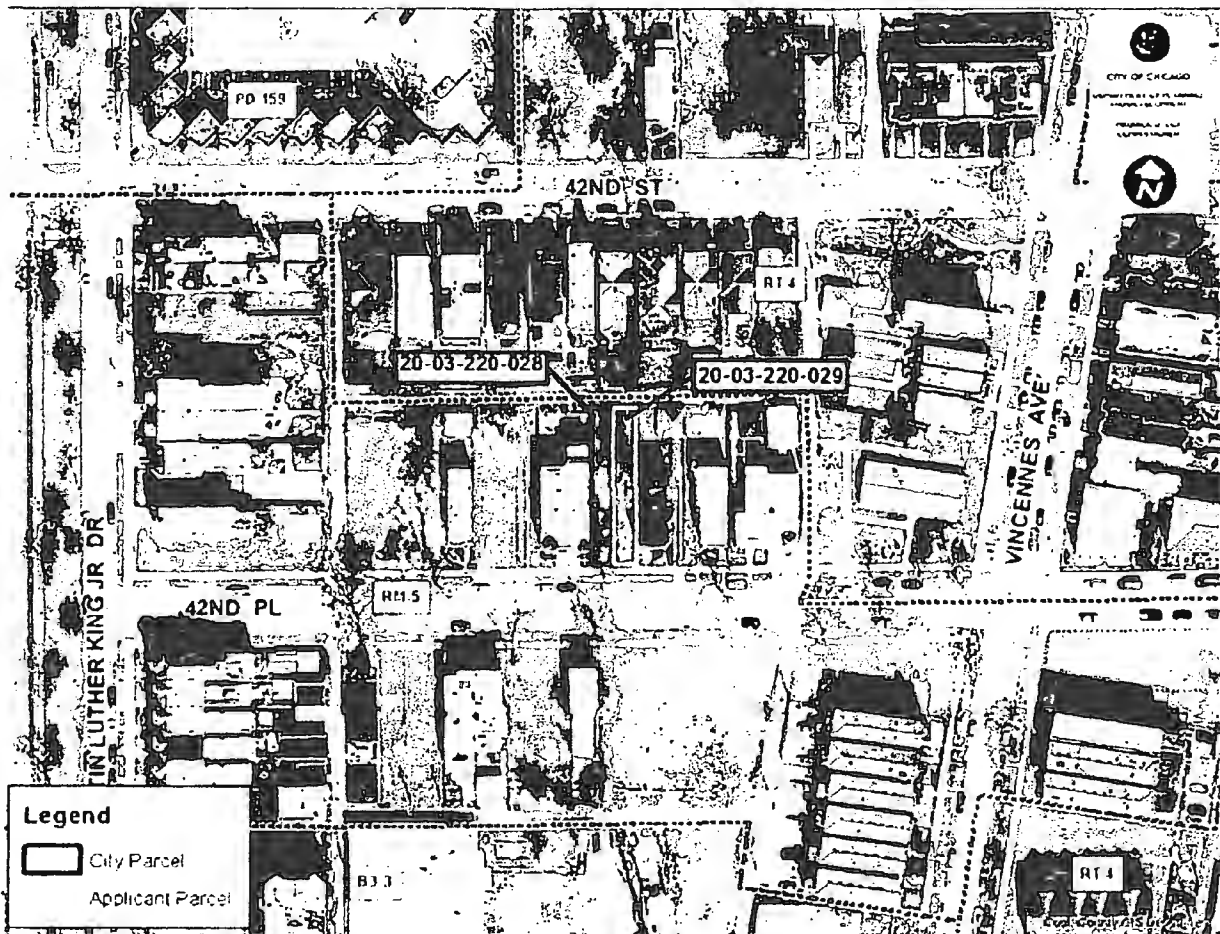


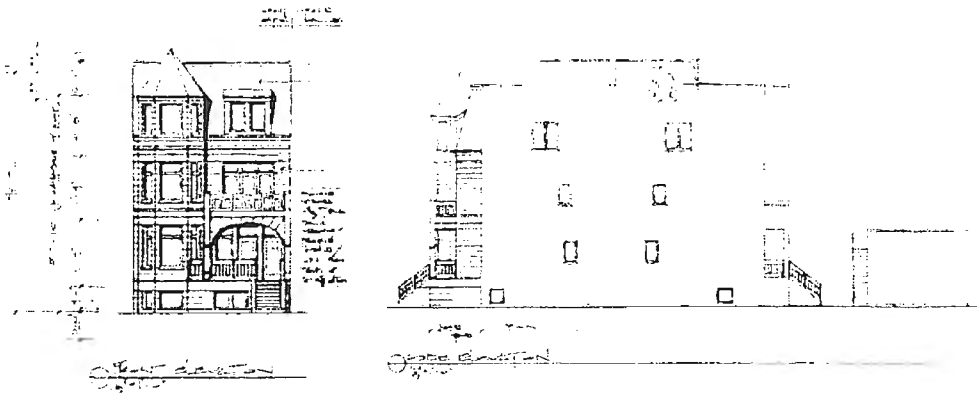
Exhibit "C".

Drawings.
(Page 1 of 2)



Exhibit "C".

Drawings.
(Page 2 of 2)



NEGOTIATED "AS IS" SALE OF CITY-OWNED PROPERTY AT 3010 -- 3012 E. 79TH PL.

[O2023-2056/O2023-0001948]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 20, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 12, 2023, and to which was referred an ordinance from the Department of Planning and Development for the negotiated sale of "as is" City-owned property at 3010 -- 3012 E. 79th Place to Christopher Tomacek and Victor Resa, subject to deed restrictions, covenant running with the land (7th Ward) (O2023-2056), having the same under advisement, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the vacant parcel of property located at 3010 -- 3012 East 79th Place, Chicago, Illinois 60617, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Christopher Tomecek and Victor Resa (together the "Grantees") own the property located adjacent to the Property at 3022 West 79th Place, Illinois 60617, and has offered to purchase the Property from the City for the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00) (the "Purchase Price"), such amount being the appraised fair market value of the Property, to improve with landscaped open space; and

WHEREAS, By Resolution Number 23-010-21, adopted on February 16, 2023, the Chicago Plan Commission approved the disposition of the Property to Grantee; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune*, a newspaper of general circulation, on December 13 and December 20, 2021; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the Property to Grantee in its "as is" condition for the Purchase Price.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed ("Deed") conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of the Deed, the conveyance of the Property shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of Grantee or its agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against Grantee and Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve Property With Landscaped Open Space.** Grantee shall improve the Property with landscaped open space within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices. If this condition is not met, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the Property and re-vest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance Deed to the Property to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed; provided, however, if Grantee delivers written notice to the Commissioner of the City's Department of Planning and Development, or any successor department thereto, that such improvements have been made to the Property, along with documentation evidencing such improvements, the right of reverter shall terminate on the date Grantee records such notice countersigned by the Commissioner, or the Commissioner's designee, with the Cook County Clerk, Recordings Division.

2. **Environmental Screening.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Department"), has conducted a review ("Limited Screening") of certain internal files and certain other publicly available records ("Review Documents") in an effort to identify potential environmental concerns associated with the Property ("Environmental Findings"). Grantee acknowledges that Grantee has previously received a memo summarizing the Department's Limited Screening, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. **Limited Nature Of City's Records Review.** Grantee acknowledges that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of internal records and other information was limited. Grantee acknowledges that the Department's Limited Screening may not have located all internal or publicly available documents relating to the condition of the Property, and that there may be other sources or types of contamination affecting the Property. Grantee acknowledges that the City is not obligated to locate all such documentation or perform a thorough environmental investigation.

4. **Historic Contamination Of Urban Land.** Grantee acknowledges that soil and groundwater in urban areas, including Chicago, are frequently impacted by historic environmental contamination, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from surrounding property previously or currently used for gas stations, dry cleaners, or other commercial, industrial or manufacturing land uses; (d) unauthorized "fly" dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historic use of lead gasoline and polluting industrial or manufacturing uses. Grantee acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils.

5. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges that Grantee has had an opportunity to inspect the Property, and is relying solely upon Grantee's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

6. Release Of City. Grantee, on behalf of Grantee and Grantee's heirs, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments and officials, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.

7. Midwest Redevelopment Project Area. The Property is located in the Midwest Redevelopment Project Area established pursuant to ordinances adopted by the City Council on May 17, 2000. Grantee is obligated to use the Property only for uses permitted under the redevelopment plan for the redevelopment area, as amended, until such redevelopment plan expires.

8. Affordable Housing. Grantee acknowledges that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the Property may be subject to the requirements of the Affordable Requirements Ordinance.

SECTION 4. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lots 27 and 28 in Block 1 in J.R. Crocker's Addition to South Chicago, a subdivision of the northwest quarter of the northeast quarter of the northeast quarter (except therefrom the south 390 feet of the west 24 feet) of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3010 -- 3012 East 79th Place.
Chicago, Illinois 60617.

Permanent Index Number:

21-31-204-025-0000.

NEGOTIATED "AS IS" SALE OF CITY-OWNED PARCELS OF PROPERTY AT 601, 607, 609, 615 AND 621 E. 47TH ST. TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH BELLA NOIR LLC FOR CONSTRUCTION OF MIXED-USE BUILDING.

[O2023-2080/O2023-0001753]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 20, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 12, 2023, and to which was referred an ordinance from the Department of Planning and Development for a redevelopment agreement and negotiated "as-is" sale of five (5) vacant City-owned parcels at 601, 607, 609, 615 and 621 East 47th Street to Bella Noir LLC, owner of adjacent property, in conjunction with Bella Noir Real Estate & Development Company LLC, to combine parcels for construction of six-story mixed-use building of residential, pharmacy, office and retail (4th Ward) (O2023-2080), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City has established the Community Development Commission ("CDC") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council of the City ("City Council"); and

WHEREAS, Pursuant to ordinances (collectively, the "Original Plan Ordinance") adopted by the City Council on July 8, 1998 and published at pages 72319 to 72413 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City Council: (i) approved a certain redevelopment plan and project (the "Original Plan") for a portion of the City known as the 43rd Street/Cottage Grove Avenue Redevelopment Project Area (the "Original Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"); (ii) designated the Original Area as a "redevelopment project area" within the requirements of the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Original Plan; and

WHEREAS, The City Council amended the Original Plan Ordinance pursuant to ordinances adopted on September 29, 2004 and published in the *Journal* for such date at pages 31547 to 31768 ("Amendment Number 1"), and October 26, 2022 and published in the *Journal* for such date at pages 53022 to 53025 ("Amendment Number 2" and together with Amendment Number 1, the "Plan Amendments"); and

WHEREAS, The Original Plan and the Original Area, as amended by the Plan Amendments, are hereinafter referred to respectively as the "Plan" and the "Area"; and

WHEREAS, The City is the owner of the five vacant parcels of land located at 601 -- 609 and 615 -- 621 East 47th Street, Chicago, Illinois 60653, which are located in the Area and are legally described in Exhibit A attached hereto (the "City Property"); and

WHEREAS, The City Property consists of approximately .63 acre and is located in the Grand Boulevard Community Area; and

WHEREAS, Bella Noir LLC, an Illinois limited liability company (the "Parent Company"), is the owner of the property located adjacent to the City Property at 611 East 47th Street, as legally described on Exhibit B attached hereto (the "Developer Property"); and

WHEREAS, The Parent Company established a series with the designated name of Bella Noir LLC -- Bella Noir Real Estate & Development Company on February 8, 2022 (the "Developer"); and

WHEREAS, The Developer has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the City Property for \$784,000.00 (the "Purchase Price") and consolidate the City Property with the Developer Property to construct a six-story, mixed-use building with ground floor retail space, 27 rental units, a fitness center, a pharmacy, office space, and 37 on-site parking spaces, as depicted in the drawings attached hereto as Exhibit C (the "Project"); and

WHEREAS, The Project is subject to Section 2-44-085 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance" or the "ARO") and the Developer has agreed to provide three affordable units on-site (at 60 percent AMI) to fulfill the requirements of the ARO; and

WHEREAS, The Purchase Price represents the appraised fair market value of the City Property as of July 7, 2022, assuming the land has no adverse environmental conditions; and

WHEREAS, The Property is contaminated from past uses and the Developer has agreed to complete the remediation necessary to obtain a comprehensive "No Further Remediation" letter from the Illinois Environmental Protection Agency approving the use of the Property for the construction, development, and operation of the Project; and

WHEREAS, The costs of remediating the Property ("Remediation Costs") will increase the Developer's costs of construction, and the City has agreed to reimburse certain specified additional or incremental costs attributable to such work in an amount up to the Purchase Price; and

WHEREAS, The City has agreed to deposit the Purchase Price in escrow at closing to fund certain approved Remediation Costs; and

WHEREAS, The Project is consistent with the goals and objectives of the Plan; and

WHEREAS, By Resolution Number 22-053-21, adopted on October 20, 2022, the Chicago Plan Commission approved the disposition of the City Property; and

WHEREAS, By Resolution Number 23-CDC-14, adopted on February 14, 2023, the CDC authorized the Department to advertise its intent to negotiate a sale of the City Property to the Developer and to request alternative proposals, and recommended the sale of the City Property to the Developer if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with the Developer's proposal; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the City Property with the Developer and requesting alternative proposals appeared in the *Chicago Tribune* on August 8, 15 and 22, 2022; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, This transaction will benefit Chicago and its residents by redeveloping vacant City-owned land, restoring the City Property to the tax rolls, providing a new mixed-use development in an underserved area, generating new sales taxes, and creating temporary construction jobs and permanent property management and maintenance jobs; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the City Property to the Developer or a Developer Entity (as defined below) for the Purchase Price. This approval is

expressly conditioned upon the City entering into a redevelopment agreement with the Developer or the Developer Entity substantially in the form attached hereto as Exhibit D (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the Commissioner, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement, including but not limited to indemnification, releases, affidavits and other documents to remove exceptions from title.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying the City Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, or to an entity which is comprised of the same principal parties (each, a "Developer Entity"), subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "C" referred to in this ordinance is printed on
pages 847 and 848 of this *Journal*.]

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

Exhibit "A"
(To Ordinance)

Legal Description (subject to final title commitment and survey):

Lots 1, 2, 3, 4, 7, 8, 9, 10 and 11 in Block 1 in the subdivision of Lots 3, 4 and 5 in Stone and McGlashan's Subdivision of the north half of the north half of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Addresses:

601 East 47th Street;
607 East 47th Street;
609 East 47th Street;
615 East 47th Street; and
621 East 47th Street
Chicago, Illinois 60653.

Permanent Index Numbers:

20-10-203-001-0000;
20-10-203-002-0000;
20-10-203-003-0000;
20-10-203-005-0000; and
20-10-203-006-0000.

Exhibit "B"
(To Ordinance)

Legal Description Of Developer Property (subject to final title commitment and survey):

Lots 5 and 6 in Block 1 in the subdivision of Lots 3, 4 and 5 in Stone and McGlashan's Subdivision of the north half of the north half of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

611 East 47th Street
Chicago, Illinois.

Permanent Index Number:

20-10-203-004-0000.

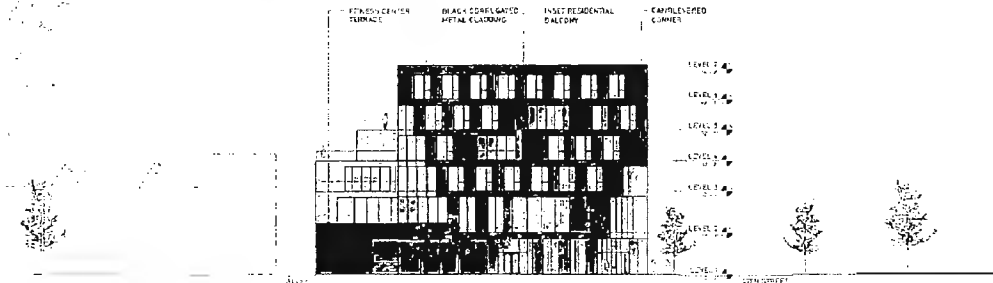
Exhibit "C".
(To Ordinance)

Elevations.
(Page 1 of 2)

NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

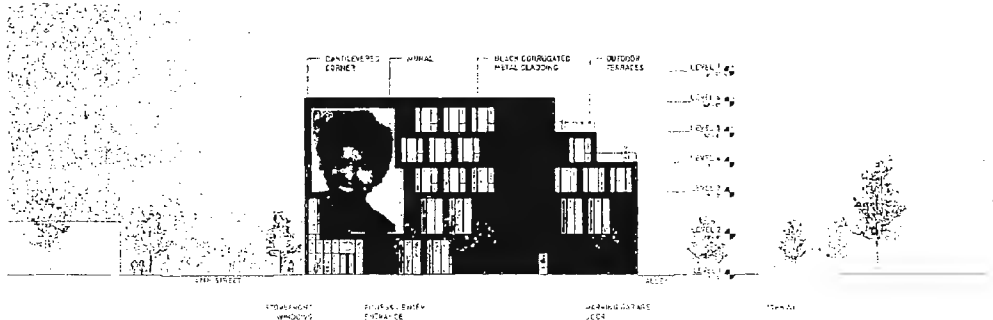


Exhibit "C".
(To Ordinance)

Elevations.
(Page 2 of 2)

NORTHWEST PERSEPECTIVE | 47TH STREET & ST. LAWRENCE AVE



NORTHEAST PERSEPECTIVE | 47TH STREET & S. CHAMPLAIN AVE



Exhibit "D".

(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of _____, 2023 (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Bella Noir LLC – Bella Noir Real Estate & Development Company, an Illinois limited liability company series ("Developer"), whose business address 4761 South Champlain, Chicago, Illinois 60615.

RECITALS

WHEREAS, the City is the owner of the five vacant parcels of land located at 601-609 and 615-621 East 47th Street, Chicago, Illinois 60653, as legally described on Exhibit A attached hereto (the "City Property"); and

WHEREAS, the City Property consists of approximately .63 acres and is located in the Grand Boulevard Community Area; and

WHEREAS, Bella Noir LLC, an Illinois limited liability company, the parent of the series, is the owner of the property located adjacent to the City Property at 611 East 47th Street, as legally described on Exhibit B attached hereto (the "Developer Property," and together with the City Property, the "Property"); and

WHEREAS, the Developer desires to purchase the City Property and consolidate it with the Developer Property to construct a 6-story, mixed-use building with ground floor retail space, 27 rental units, a fitness center, a pharmacy, office space, and 36 surface parking spaces (the "Project"); and

WHEREAS, the Project is subject to Section 2-44-085 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance" or the "ARO") and the Developer has agreed to provide 3 affordable units on-site (each affordable at 60% of the Chicago-area median income) to fulfill the requirements of the ARO; and

WHEREAS, in furtherance of the City's sustainability policy, the Project shall conform to the requirements of the Chicago Landscape Ordinance, Chicago Stormwater Ordinance, and Chicago Sustainable Development Policy; and

WHEREAS, the Property is located in the 43rd Street/Cottage Grove Avenue Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on July 8, 1998; and

WHEREAS, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

WHEREAS, the City Property has an appraised value of \$784,000 (the "Purchase Price") based on an appraisal dated July 7, 2022; and

WHEREAS, the Purchase Price assumes the land has no adverse environmental conditions; and

WHEREAS, a subsurface investigation of the Property has disclosed the presence of contamination exceeding residential cleanup objectives, and the Developer has agreed to complete the remediation necessary to obtain a comprehensive No Further Remediation letter from the Illinois Environmental Protection Agency approving the use of the Property for the construction, development, and operation of the Project; and

WHEREAS, the costs of remediating the Property ("Remediation Costs") will increase the Developer's costs of construction, and the City has agreed to reimburse certain specified additional or incremental costs attributable to such work in an amount up to the Purchase Price, provided the Developer completes any necessary additional subsurface investigation prior to closing; and

WHEREAS, the City has agreed to deposit the Purchase Price in escrow at closing to fund certain approved Remediation Costs; and

WHEREAS, the estimated cost of construction of the Project is approximately \$42 million; and

WHEREAS, the City has agreed to sell the City Property to the Developer for the Purchase Price in consideration of the Developer's obligations to remediate the Property and construct and operate the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, as security for the Developer's completion of construction of the Project and compliance with the restrictions set forth herein, the Developer has agreed to execute a reconveyance deed for the City Property in a form acceptable to the Corporation Counsel (the "Reconveyance Deed"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2023, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the City Property to the Developer, subject to the execution, delivery and recording of this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

“2014 City Hiring Plan” is defined in Section 30.1.

“Actual Residents of the City” means persons domiciled within the City, as set forth in more detail in Section 23.2(c) hereof.

“Affiliate(s)” when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

“Agent(s)” means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer, or its contractors or Affiliates.

“Agreement” means this Agreement as may be amended in accordance with the terms hereof.

“Approved Project Costs” means the costs set forth in Schedule 4 of the Escrow Agreement attached hereto as Exhibit D.

“Architect” means SEEK Design + Architecture.

“Budget” is defined in Section 9.

“Bundle” is defined in Section 27.7(a).

“Business Day” means any day other than Saturday, Sunday or a legal holiday in the City.

“Certificate of Completion” is defined in Section 14.1.

“City” is defined in the preamble to the recitals.

“City Contract” is defined in Section 24.1(j).

“City Council” means the City Council of the City of Chicago as defined in the recitals.

"City Property" is defined in the recitals.

"Claims" means liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Closing" is defined in Section 5.

"Closing Date" is defined in Section 5.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Construction Program" is defined in Section 23.3(a).

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

"Contractors" is defined in Section 27.1.

"Contribution" is defined in Section 27.7(c).

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

"DAIS" is defined in Section 22.3.

"Deed" is defined in Section 6.1.

"Developer" is defined in the recitals.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's Affiliates.

"Developer Property" is defined in the recitals.

"Domestic partners" is defined in Section 27.7(d).

"DPD" is defined in the preamble to the recitals.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted on paper or via the City's on-line submission process.

"Effective Date" is defined in the preamble to the recitals.

"Employer(s)" is defined in Section 23.1.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

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

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

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project and unencumbered by any other obligation.

"Escrow Account" is defined in Section 3.2.

"Escrow Agreement" is defined in Section 3.2.

"Escrow Funds" is defined in Section 3.2.

"Escrow Termination Condition" is defined in Section 3.2.

"Event of Default" means any event or occurrence as defined in Section 19.2.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental

Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"General Contractor" means the general contractor(s) hired by Developer, or any subsequent general contractor working on the Project.

"Governmental Approvals" is defined in Section 8.2.

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

"Human Rights Ordinance" is defined in Section 23.1(a).

"Identified Parties" is defined in Section 27.1.

"IEPA" means the Illinois Environmental Protection Agency.

"Indemnitee" and "Indemnitees" have the respective meanings defined in Section 21.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

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

"MBE/WBE Program" is defined in Section 23.3(a).

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"OIG" is defined in Section 30.4.

"Other Contract" is defined in Section 27.7(b).

"Other Regulated Material" shall mean any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Outside Closing Date" is defined in Section 5.

"Owners" is defined in Section 27.1.

"Party(ies)" means the City or the Developer, or both the City and Developer, as applicable.

"Performance Deposit" is defined in Section 4.

"Phase I ESA" means a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-13.

"Phase II ESA" means a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19.

"Political fundraising committee" is defined in Section 27.7(e).

"Project" is defined in the recitals.

"Project Ordinance" is defined in the recitals.

"Proof of Financing" is defined in Section 9.

"Property" is defined in the recitals.

"Purchase Price" is defined in the recitals.

"RACR" is defined in Section 22.3.

"RAP" means the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP Approval Letter" is defined in Section 22.3.

"RECs" is defined in Section 22.3.

"Reconveyance Deed" is defined in the recitals.

"Redevelopment Area" is defined in the recitals.

"Redevelopment Plan" is defined in the recitals.

"Released Claims" is defined in Section 22.4.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive Residential NFR Letter for the Property, or any portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, or the applicable portion thereof, issued by IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Scope Drawings" means the preliminary construction documents for the Project, including a site plan, landscape plan, floor plan and exterior elevation drawings, as such plans and drawings may be amended, revised or supplemented from time to time with the prior written approval of DPD.

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

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to Section 23.

"Sub-owners" is defined in Section 27.1.

"Survey" means a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or Lender(s) providing Lender Financing.

"Title Commitment" is defined in Section 7.1.

"Title Company" means Chicago Title.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, noting the recording of this Agreement and a subordination agreement with respect to any Lender Financing for the Project as encumbrances against the Property.

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

"Waste Sections" is defined in Section 29.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

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

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3. PURCHASE PRICE AND ENVIRONMENTAL ESCROW.

3.1 Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Property, for the Purchase Price, which will be paid by the Developer to the City at the Closing. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

3.2 Escrow. At the Closing, the City will deposit the Purchase Price (such amount, the "Escrow Funds") in a joint order escrow account ("Escrow Account") pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit D ("Escrow Agreement") for the Remediation Costs. The City will approve disbursements to the Developer of Escrow Funds for Approved Project Costs, and the Developer will be entitled to draw from the Escrow Account for Approved Project Costs in accordance with the application and approval procedures set forth in the Escrow Agreement. Any funds remaining (including interest, if any) in the Escrow Account after (i) the Developer completes the Remediation Work and is reimbursed from the Escrow Account for Approved Project Costs in accordance with this Section 3.2, or (ii) the Developer fails to complete the Remediation Work in accordance with this Agreement (each of (i) and (ii), an "Escrow Termination Condition"), will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the Escrow Account to the City following the occurrence of either Escrow Termination Condition. The Developer will be responsible for all Remediation Costs in excess of the Escrow Funds, and the City will have no further obligation with respect thereto.

SECTION 4. PERFORMANCE DEPOSIT.

Upon the Developer's execution of this Agreement, the Developer shall deposit with the City the amount of \$39,200 (5% of the Purchase Price) as security for the performance of its obligations under this Agreement ("Performance Deposit"), which amount the City will retain until the City issues a Certificate of Completion (as described in Section 14). Upon the Developer's receipt of the Certificate of Completion, the Developer shall submit a written request for a return of the Performance Deposit, and the City will return the Performance Deposit within ninety (90) days of receiving such request. The City will pay no interest to the Developer on the Performance Deposit.

SECTION 5. CLOSING.

The transfer of the City Property to the Developer (the "Closing," which occurs on the "Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the Closing occur (i) until and unless each of the conditions precedent set forth in Section 10 are satisfied, unless DPD, in its sole discretion, waives one or more of such conditions; and (ii) any later than fourteen (14) months after passage and approval of the Project Ordinance (the "Outside Closing Date"); provided, however, DPD, in its sole discretion, may extend the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, an ALTA statement, and all necessary state, county and municipal real estate transfer tax declarations.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the City Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (a) the Redevelopment Plan for the Redevelopment Area;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) general real estate taxes and any special assessments or other taxes;
- (d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (e) such other title defects as may exist; and
- (f) any and all exceptions caused by the acts of the Developer, its Affiliates or their Agents.

6.2 Recording. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed in a form acceptable to the City to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the City Property and all improvements thereon in the City in accordance with Section 19 hereof.

SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than ten (10) Business Days before the Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the City Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment

(including all search, continuation, and later-date fees), and obtaining the Title Policy and any endorsements.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the City Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the City Property remains subject to any tax liens, or if the City Property is encumbered with any other exceptions that would adversely affect the use and insurability of the City Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Developer shall obtain a Survey at the Developer's sole cost and expense and deliver a copy of the Survey to the City not less than ten (10) Business Days before the Closing.

SECTION 8. PLANS AND SPECIFICATIONS; GOVERNMENTAL APPROVALS.

8.1 Plans and Specifications. The Developer has delivered the Scope Drawings for the Project to DPD and DPD has approved the same. A list of the Scope Drawings is attached hereto as Exhibit C. No material deviation from the Scope Drawings may be made without the prior written approval of DPD. Not less than ten (10) Business Days prior to applying for its first building permit, the Developer shall submit to DPD for approval the Final Plans for the Project which shall conform to the approved Scope Drawings and all applicable Laws.

8.2 Governmental Approvals. The Developer shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project within ten (10) months after passage and approval of the Project Ordinance, unless DPD, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project.

SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The Developer has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction of the Project in the amount of \$ \$33,922,764.00 The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than ten (10) Business Days prior to the Closing Date, the Developer shall submit to DPD for approval a final budget for the Project (the "Budget") and proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the

Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the City Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least ten (10) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Simultaneous Loan Closing. The Developer has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On the Closing Date, the Developer shall simultaneously close all Lender Financing approved pursuant to Section 9, and be in a position to immediately commence construction of the Project.

10.3 Subordination Agreement. The Developer has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Closing Date, subordinating any liens against the City Property related to any Lender Financing.

10.4 Final Plans. The Developer has submitted to DPD, and DPD has approved, the Final Plans for the Project in accordance with the provisions of Section 8.1 hereof.

10.5 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct and operate the Project and has submitted evidence thereof to DPD, including, without limitation, the building permit.

10.6 Title. On the Closing Date, the Developer shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access, and survey.

10.7 Survey. The Developer has furnished the City with a copy of the Survey.

10.8 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion.

10.9 Due Diligence. The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments, or filings, as reasonably determined by the Corporation Counsel:

- (a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;

- (b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
- (c) Federal Tax Lien Search, Illinois Secretary of State;
- (d) UCC Search, Illinois Secretary of State;
- (e) UCC Search, Cook County Recorder;
- (f) Federal Tax Lien Search, Cook County Recorder;
- (g) State Tax Lien Search, Cook County Recorder;
- (h) Memoranda of Judgments Search, Cook County; and
- (i) Pending Suits and Judgments, Circuit Court of Cook County.

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving such corporation, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

10.10 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of its operating agreement, as certified by the secretary of the corporation; resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.11 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.12 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's General Contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the Developer's compliance plan in accordance with Section 23.4.

10.13 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the City Property to the City for possible recording in accordance with Section 19 below, if applicable.

10.14 Phase I ESA Update; Reliance Letter. The Developer has submitted to DPD, and DPD has approved, a Phase I ESA (or update to a Phase I ESA) of the Property dated no more than 180 days prior to the Closing Date and a reliance letter authorizing the City to rely upon and use all Phase I and Phase II ESAs of the Property and any addendums and updates thereto.

10.15 Affordable Housing Covenant and Agreement. The Developer has recorded an Affordable Housing Covenant and Agreement in accordance with the Affordable Requirements Ordinance.

10.16 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

10.17 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement, including the applicable requirements of Section 23.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon prior written notice to the Developer of at least thirty (30) days, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Sustainable Features. The Project must comply with landscape and stormwater ordinance requirements. The Developer has also agreed to achieve 100 points on the DPD Sustainable Development Policy matrix by exceeding the energy code and stormwater ordinance, providing a working landscape and green roof and reducing indoor water consumption. The Project is also taking advantage of the Connected Communities Ordinance by reducing automobile parking and providing additional bike parking.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.3 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by the terms set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) of this Agreement. The Developer shall deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

11.4 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.5 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any authorized representative of the City shall have access to the relevant portions of the Project and the Property

at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

11.6 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.7 Survival. The provisions of this Section 11 shall survive the Closing.

SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than five (5) months after the Closing, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than 24 months after the commencement of construction; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The Developer shall give written notice to the City within ten (10) days after it commences construction. The Developer shall construct the Project in accordance with this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.

14.1 Upon satisfaction of the requirements set forth in this Section 14 for the Project, and upon the Developer's written request, DPD shall issue to the Developer a certificate of completion for the Project ("Certificate of Completion") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. The Developer's written request shall include:

- (a) a request for the return of the Performance Deposit (if any);
- (b) a copy of the certificate of occupancy for the Project issued by the City's Department of Buildings;

- (c) a copy of the close-out letter from DPD verifying that the Developer is in full compliance with all City requirements set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment); and
- (d) a copy of the recorded Final Comprehensive Residential NFR Letter for the Property pursuant to Section 23 hereof, if applicable.

14.2 Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer from its obligation to comply with any on-going covenants as referenced in Section 19.

14.3 The Reconveyance Deed shall be returned to the Developer after the issuance of the Certificate of Completion.

SECTION 15. RESTRICTIONS ON USE.

The Developer, for itself and its successors and assigns, covenants and agrees as follows:

15.1 Compliance with Redevelopment Plan. The Developer shall use the Property in compliance with the Redevelopment Plan.

15.2 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole and absolute discretion: (a) directly or indirectly sell, transfer, convey, or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity that is not an Affiliate of the Developer; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges

and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

SECTION 17. MORTGAGES AND OTHER LIENS.

17.1 Limitation upon Encumbrance of Property. Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10.10. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17.1 (Limitation Upon Encumbrance of Property), and Section 22.4 (Environmental Release), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its respective successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

<u>SECTION</u>	<u>COVENANT</u>	<u>TERMINATION</u>
§13	Completion of Project	Upon issuance of Certificate of Completion
§15.1	Redevelopment Plan Compliance	Upon expiration of Redevelopment Plan

§15.2	Non-Discrimination	No limitation as to time
§16	Sale/Transfer Prohibition	Upon issuance of Certificate of Completion
§17	Limitation on Encumbrances	Upon issuance of Certificate of Completion
§22.4	Environmental Release	No limitation as to time

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement;

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property or the Project, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against the Developer or the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(g) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period; and

(h) the dissolution of the Developer.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default, provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

19.4 Default Prior to Issuance of Certificate of Completion. If an Event of Default occurs prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the City Property in the City pursuant to the Reconveyance Deed; provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the City Property was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the City Property during the period of time the City Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the City Property to the City.

19.5 Resale of the Property. Upon the reconveyance of the City Property to the City as provided in Section 19.4, the City may complete the Project at its own cost (if the Project has not been completed) or convey the City Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD (if the Project has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells the City Property as provided for in Section 19.6, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) the dollar amount by which the City wrote-down the value of the City Property when the City conveyed the City Property to the Developer, if any; and

(b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the

City Property (less any income derived by the City from the City Property in connection with such management); and

- (c) all costs to remediate the City Property; and
- (d) all unpaid taxes, assessments, and water and sewer charges assessed against the City Property; and
- (e) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (f) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- (g) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the City Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto, that may be imposed upon, suffered, incurred by or asserted against the Indemnities in any manner relating to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent in connection with this Agreement; (d) the failure of the Developer to redress any misrepresentation or omission in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. ENVIRONMENTAL MATTERS.

22.1 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE CITY PROPERTY AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS AND RISKS OF THE CITY PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE CITY PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES IN DECIDING WHETHER TO ACQUIRE THE CITY PROPERTY, AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY PROPERTY IS BEING CONVEYED, AND THE DEVELOPER AGREES TO ACCEPT THE CITY PROPERTY, IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY PROPERTY (OR ANY IMPROVEMENTS THEREON), ITS COMPLIANCE WITH ANY LAWS, OR THE SUITABILITY OR MERCHANTABILITY OF THE CITY PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ANY INVESTIGATION AND REMEDIATION WORK NECESSARY TO PUT THE CITY PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Investigation. The City shall grant the Developer the right, at its sole cost and expense, and in the City's customary form and subject to City's receipt from Developer of required documentation (e.g., evidence of insurance), to enter the City Property to perform any surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Property; provided, however, that the City shall have the right to review and approve the scope of work for any environmental testing. If the Developer determines that it is not satisfied, in its sole and absolute discretion, with the condition of the City Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the Property.

22.3 Environmental Remediation. The Developer obtained a Phase I ESA of the Property dated September 20, 2022. The Phase I ESA identified a number of Recognized Environmental Conditions ("RECs"), including historic use of adjacent property as a laundromat and dry cleaner. As a result of these findings, the Developer obtained a Phase II ESA to ascertain the presence of any environmental impacts associated with the RECs. The Phase II ESA identified contamination above residential remediation objectives as determined by 35 Ill. Adm. Code Part 742. The Developer shall enroll the Property (or the applicable portion thereof) in the SRP and take all necessary and proper steps to obtain written approval from the IEPA of a RAP ("RAP Approval Letter"). The Developer acknowledges and agrees that it may not commence construction on the Property or commence any other activity on the Property that could interfere with the prompt start and completion of the RAP until the IEPA issues the RAP Approval Letter for the Property. Upon receipt of the RAP Approval Letter, the Developer covenants and agrees to promptly commence and complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City

shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The City must be named in a reliance letter for all environmental assessments prepared for the Property. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and any other investigative and cleanup costs associated with the Property, subject to reimbursement of Approved Project Costs from Escrow Funds in accordance with this Agreement and the Escrow Agreement. The Developer shall remove any soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305. In addition, the Developer shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any leaking USTs in accordance with 35 Ill. Adm. Code Part 734. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not issue a Certificate of Completion or permit occupancy of the Project until the IEPA has issued, AIS has approved (which approval will not be unreasonably withheld), and the Developer has recorded a Final Comprehensive Residential NFR Letter for the Property with the Cook County Clerk's Office. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the Remedial Action Completion Report ("RACR") to the IEPA, unless the City has agreed to extend such time period, then the City shall have the right to record a notice of default of this RDA against the Property. The Developer must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

22.4 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims.

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including,

without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

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

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (**at least fifty percent**); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

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

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal

Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least **26%** of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least **6%** of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670 of the Municipal Code, as applicable.

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720 of the Municipal Code, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor); by subcontracting or causing the General Contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730 of the Municipal Code, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to

work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) Business Days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730 of the Municipal Code, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730 of the Municipal Code, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than ten (10) Business Days prior to the Closing Date, the Developer and the Developer's General Contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements (if applicable); (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements (if any). Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the General Contractor (if applicable), or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) The Developer is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. The Developer is in good standing and authorized to do business in the State of Illinois. The Developer has the full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer know of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay its debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

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

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(i) The Developer has performed a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement.

(j) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City

agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

(k) Neither the Developer or any Affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until the issuance of the Certificate of Completion.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Planning & Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Developer:	Bella Noir, LLC 4761 South Champlain Chicago, Illinois 60615
With a copy to:	Neal & Leroy, LLC 20 S. Clark Street, Suite 2050 Chicago, Illinois 60603 Attn: Langdon D. Neal Francine D. Lynch

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile,

respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

SECTION 28. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

SECTION 29. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 30. 2014 CITY HIRING PLAN.

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*,

Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 32.2 above, or advocating a violation of Section 32.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by the OIG.

SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

SECTION 32. MISCELLANEOUS.

The following general provisions govern this Agreement:

32.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

32.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other

remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

32.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

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

32.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

32.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.7 Force Majeure. None of the City, the Developer, nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

32.8 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

32.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32.10 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.13 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.14 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.15 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

32.16 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Commissioner
Department of Planning and Development

BELLA NOIR, LLC, an Illinois limited liability company

By: _____
Maurita Holmes
Its Manager

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maurita Holmes, the Manager of Bella Noir, LLC, an Illinois limited liability company ("Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that she signed and delivered the foregoing instrument pursuant to authority given by the Developer, as her free and voluntary act and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

 NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maurice Cox, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

 NOTARY PUBLIC

[(Sub)Exhibit "A" referred to in this Agreement for the Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance printed on pages 845 and 846 of this *Journal*.]

[(Sub)Exhibit "B" referred to in this Agreement for the Sale and Redevelopment of Land constitutes Exhibit "B" to ordinance printed on page 846 of this *Journal*.]

[(Sub)Exhibit "C" referred to in this Agreement for the Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibit "D" referred to in this Agreement for the Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit "D".
(To Agreement For Sale And Redevelopment Of Land)

Form Of Joint Order Escrow Agreement.

Escrow Number _____ Date: _____, 2023

To: _____ [Name of Title Company] ("Escrowee")

Chicago, Illinois 606__

Parties: (a) Belle Noir LLC, an Illinois limited liability company ("Developer");
(b) City of Chicago, an Illinois municipal corporation ("City"); and
(c) _____ ("Lender").

1. The City hereby deposits \$_____ (the "Escrow Funds") with Escrowee for use solely to reimburse the Developer for the costs shown on Schedule 4 attached hereto, otherwise known as the "Approved Project Costs", relating to the Developer's performance of the "Remediation Work", as such terms are defined in that certain Agreement for the Sale and Redevelopment of Land dated as of even date herewith between the City and the Developer (the "RDA"). The Remediation Work will be performed on the Property legally described in Schedule 1 attached hereto.

2. Escrowee shall disburse the Escrow Funds only upon the written joint order of (1) _____, in her/his capacity as the _____ of the Developer, or her/his duly authorized designee, (2) the Commissioner or any Managing Deputy Commissioner of the Department of Assets, Information and Services and (3) any officer of Lender. The joint order must be substantially in the form of Schedule 2 attached hereto, and shall be accompanied by a written statement from _____, the Developer's general contractor or environmental remediation contractor, in substantially the form of Schedule 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within thirty (30) days of the Developer incurring the expense for Approved Projects Costs).

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is hereby expressly authorized to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is

or may at any time become a party, Escrowee shall have a lien on the Escrow Funds for any and all such costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed and any other expenses that Escrowee may have incurred or become liable for on account thereof out of said Escrow Funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

4. Except as set forth in paragraph 10 hereof, in no case shall Escrow Funds be surrendered except on a joint order signed by the Developer and the City or their respective legal representatives or successors or as directed pursuant to paragraph 2 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefor, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action or interpleader or declaratory relief is brought by Escrowee, or if conflicting remands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses and attorneys' fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and to direct that all sums due to Escrowee pursuant to this Agreement be deducted from the Escrow Funds. The undersigned hereby grant Escrowee a lien against the Escrow Funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement the terms of the RDA. It is not intended to cancel, supersede or modify such terms. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. The Developer and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the Escrow Funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the Escrow Funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Escrow Funds or any part thereof.

8. The fee for establishing this escrow in \$_____, payable by the Developer at the time the Escrow Funds are deposited. An annual fee of \$_____ will be payable by the

Developer for each year (or part thereof) the escrow account remains open (with any part of the deposit not disbursed) after the anniversary of the date first set forth above. Wire transfer or overnight delivery fees will be assessed at the rate of \$_____ each. All fees relating to this escrow account shall be billable to and payable solely by the Developer. Funds from the escrow account may not be used to pay any such fees, including fees for check payments after the first ten (10) such payments. The Escrowee shall disburse all funds in the escrow account to the City if the Developer fails to timely pay Escrowee such fees.

9. Escrowee may resign as escrow agent by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to the Developer and the City care of their designated representatives and at the addresses set forth below, and thereafter Escrowee shall deliver all remaining Escrow Funds to a successor escrow agent named by the Developer and the City in a joint written and signed order. If the Developer and the City do not agree on a successor escrow agent, then Escrowee shall deliver all remaining Escrow Funds to the City.

10. This Agreement shall terminate ten (10) days following the earlier of: (i) the date on which the Developer completes the Remediation Work in accordance with the terms of the RDA, as evidenced by the Developer's recording of the Final Comprehensive Residential NFR Letter, or (ii) _____, 20__, as such date may be extended in writing by the City. All funds, including accumulated interest on the Escrow Funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the Escrowee to disburse the funds in the escrow account to the City.

11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested or overnight courier:

City:

City of Chicago
Department of Assets, Information and Services
2 North LaSalle Street, Suite 200
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division

Developer:

Bella Noir LLC
4761 South Champlain Avenue
Chicago, Illinois 60615
Attention: _____

with a copy to:

Chicago, Illinois 606__
Attention: _____

If Lender:

Chicago, Illinois 606__
Attention: _____

Escrowee:

Chicago, Illinois 606__
Attention: _____

Bella Noir LLC

City of Chicago

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Lender:

Escrowee:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

[Schedule 1 referred to in this Joint Order Escrow Agreement constitutes Exhibits "A" and "B" to ordinance, respectively, printed on pages 845 and 846 of this *Journal*.]

Schedules 2, 3 and 4 referred to in this Joint Order Escrow Agreement read as follows:

Schedule 2.
(To Joint Order Escrow Agreement)

Disbursement Direction.

I, _____, the _____ of Bella Noir LLC, an Illinois limited liability company, hereby direct _____, Escrowee, under its Escrow Number _____ to pay to _____ the sum of \$ _____ from the cash Deposit held in said Escrow.

Dated: _____

Bella Noir LLC

By: _____

Name: _____

Its: _____

I, _____, the _____ [Commissioner/Managing Deputy Commissioner] of the City of Chicago Department of Assets, Information and Services, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: _____

City of Chicago, acting by and through its
Department of Assets, Information and
Services

By: _____

Name: _____

Its: _____

I, _____, the _____ of _____ [Lender], hereby direct _____, Escrowee, under its Escrow Number _____ to pay to _____ the sum of \$ _____ from the cash Deposit held in said Escrow.

Dated: _____ [Lender]

By: _____

Name: _____

Its: _____

Schedule 3.
(To Joint Order Escrow Agreement)

The undersigned has served as the general contractor or remediation contractor to Bella Noir LLC, an Illinois limited liability company ("Developer") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Developer for "Approved Project Costs" incurred by the Developer for the "Remediation Work", as defined in, and determined and governed by, that certain Agreement for the Sale and Redevelopment of Land dated as of _____, between the City and the Developer. The undersigned has obtained and has included with this certification lien waivers for all the work for which reimbursement is sought.

Dated: _____
[General Contractor or Remediation Contractor]

By: _____

Name: _____

Title: _____

Schedule 4.
(To Joint Order Escrow Agreement)

Approved Project Costs.

The funds in the Escrow Account will be used solely to reimburse the Developer for the following categories of environmental costs incurred by the Developer in the performance of the Remediation Work:

1. Excavation, transportation and disposal of Hazardous Substances and contaminated soils as set forth in the Remediation Action Plan (the "RAP") approved by the IEPA, but not including soil removal required for routine construction;
2. Import and compaction of CA-6 or clean soil to backfill soil area contaminated with Hazardous Substances in accordance with the approved RAP;
3. Incremental costs for disposal of the construction spoils, defined as the difference between tipping fees for clean construction or demolition debris and tipping fees for special waste;
4. Environmental consultant costs and SRP fees;
5. Installation of vapor barriers, geotextile and soil barriers to the extent required by the approved RAP; and
6. UST removal in accordance with Section 22 of the RDA.

Such environmental costs must be based on the Developer's actual costs, verified by actual receipts, with no markup by the Developer for these costs. Such receipts must include hourly billing rates for the prime environmental consultant and any environmental subcontractors, as proposed by the Developer and approved by the City, which approved shall not be unreasonably withheld, conditioned or delayed.

RESTRUCTURING OF LOAN TO JACKSON PARK LIMITED PARTNERSHIP
FOR ACQUISITION AND REHABILITATION OF HIGHLAND TUDOR MANOR
APARTMENTS AT 7010 -- 7018 S. CREGIER AVE. AND PARKING AT
7015 S. EAST END AVE.

[O2023-1646/O2023-0001942]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 20, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 12, 2023, and to which was referred an ordinance from the Department of Housing to restructure an agreement to transfer ownership, assumption of mortgage, and other

Community Block Grant Funds (CBGF), debt associated with Highland Tudor Manor Apartments, 7010 -- 7018 South Cregier Avenue and parking at 7015 South East End Avenue from Jackson Park Limited Partnership to Transforming Housing VII LLC in the 5th Ward, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City Council of the City (the "City Council") has determined that the continuance of a shortage of rental housing affordable to persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City programmed Community Development Block Grant funds ("CDBG Funds") whereby acquisition and rehabilitation loans were made available to owners of rental properties, and CDBG Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, The City Council, pursuant to an ordinance enacted on March 15, 2000 and published at pages 26564 -- 26568 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, authorized DOH to provide CDBG Funds financing in the amount of \$3,872,597 (the "CDBG Loan") for the acquisition and rehabilitation of a building called Highland Tudor Manor Apartments (the "Building") located at 7010 -- 7018 South Cregier Avenue, and a related parking lot at 7015 South East End Avenue (collectively, the "Property"), in Chicago, Illinois, and the 87 residential dwelling units therein (collectively with the Building and the Property, the "Project"); and

WHEREAS, Jackson Park Limited Partnership, an Illinois limited partnership, owns the Project (the "Borrower"); and

WHEREAS, In connection with the Project, the City made the CDBG Loan to the Borrower on May 19, 2000 with an interest rate of 2.0 percent per annum, which CDBG Loan is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated May 19, 2000 and recorded on May 19, 2000 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 00363723, made by the Borrower in favor of the City (the "Mortgage"); and

WHEREAS, The Borrower wishes to sell the Project to Transforming Housing VII LLC, an Illinois limited liability company ("New Owner"), the sole member of which is Van L. Vincent, a person, and has requested that DOH approve the proposed sale of the Project to, and the assumption of the Mortgage and other associated CDBG Loan documents by, the New Owner (the "Transfer"); and

WHEREAS, DOH has approved a restructuring of the CDBG Loan (the "Restructuring") in a manner that: (1) will authorize the Transfer, (2) will not alter the principal amount of the CDBG Loan, (3) will not alter the interest rate on the principal balance of the CDBG Loan, and (4) will not alter the maturity date of the CDBG Loan (collectively, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of DOH (the "Housing Commissioner") or a designee of the Housing Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Restructuring which do not substantially modify the Material Terms of the documents for the CDBG Loan, except as indicated herein. The Housing Commissioner or a designee of the Housing Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts, as shall be necessary or advisable in connection with the implementation of the Restructuring. The Housing Commissioner or a designee of the Housing Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be

necessary or advisable in connection with any future restructuring of the CDBG Loan, which do not substantially modify the Material Terms.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Sections 2-44-085 through 2-44-105 of the Municipal Code of Chicago shall not apply to the Property or Project in connection with the Restructuring.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

RELEASE OF CITY DEED RESTRICTIONS FOR APPRAISED MONETARY CONSIDERATION ON PRIVATE PROPERTY AT 2236 W. ADAMS ST. OWNED BY EDDIE WINTERS.

[O2023-2057/O2023-0001950]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 20, 2023

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 12, 2023, and to which was referred an ordinance from the Department of Planning and Development for a release of city deed restrictions appraised monetary consideration on property at 2236 West Adams Street, owned by Eddie Winters in the 27th Ward, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City conveyed the real property located at 2236 West Adams Street, as legally described on Exhibit A attached hereto (the "Property"), to Eddie Winters ("Owner") for \$64,600 (the "Original Purchase Price") by deed dated February 1, 2006, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 8, 2006, as Document Number 0606718005 (the "Deed"); and

WHEREAS, The conveyance of the Property to the Owner was subject to the express conditions that: 1) a parking lot be constructed on the Property within six months from the date of the Deed, and 2) the Property is used as landscaped open space in perpetuity (the "Deed Restrictions"); and

WHEREAS, The Deed provides that, in the event the foregoing conditions are not met, the City may re-enter the Property and revest title in the City; and

WHEREAS, The appraised value of the Property as of January 19, 2023, was \$82,687 (the "Appraised Value"); and

WHEREAS, The Owner wishes to develop the Property, and the Department of Planning and Development ("DPD") has agreed to release the Deed Restrictions in exchange for \$18,088, which represents the difference between the Appraised Value and the Original Purchase Price; now, therefore,

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

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

SECTION 2. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and record a Release of Deed Restrictions in substantially the form attached hereto as Exhibit B (the "Release"), and such other supporting documents as may be necessary or appropriate to carry out and comply with this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

Legal Description.

Lot 1 (except the west 12 feet thereof) in Jameson's Resubdivision of Lots 1 to 10, inclusive, in Bowen's Subdivision of Lot 18 in Block 10 and so much of Lots 37 and 38 in Freeman & Other's Subdivision of Lots 14 to 17 in Block 10 in Rockwell's Addition to Chicago as lies north of West Adams Street in the northeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, and the west half of the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2236 West Adams Street
Chicago, Illinois 60612.

Permanent Index Number:

17-18-107-031-0000.

Exhibit "B".

Release.

This Release of Deed Restrictions ("Release") is made on this _____ day of _____, 2023, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("Department"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Eddie Winters ("Owner").

Recitals.

Whereas, The City conveyed the real property located at 2236 West Adams Street, as legally described on (Sub)Exhibit A attached hereto (the "Property"), to the Owner by Quitclaim Deed dated February 1, 2006, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 8, 2006, as Document Number 0606718005 (the "Deed"); and

Whereas, The City Council, pursuant to an ordinance adopted on _____, 2023, and published at pages _____ through _____ in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, authorized the execution of this Release;

Now, Therefore, In consideration of the foregoing recitals and the mutual covenants and agreements of the parties, the parties agree as follows:

1. The foregoing recitals constitute an integral part of this Release and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. Capitalized terms not otherwise defined herein shall have the same meanings given to said terms in the Deed.
2. The Deed is hereby amended by deleting the struck-through language, as follows:

~~This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within six months from the date of this deed, and 2) the Property is used as landscaped open space in perpetuity.~~

~~In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.~~

~~This right of reverter and re-entry in favor of the City of Chicago shall terminate forty years from the date of this deed.~~

3. Except as otherwise provided in this Release, the Deed remains in full force and effect.

In Witness Whereof, This Release of Deed Restrictions has been signed as of the date first written above.

City of Chicago,
an Illinois municipal corporation
and home rule unit of government

By: _____
Commissioner of Planning
and Development

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, s/he signed and delivered the foregoing instrument pursuant to authority given by the City as her/his free and voluntary act and as the free and voluntary act and Deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2023.

Notary Public

[(Sub)Exhibit "A" referred to in this Release constitutes Exhibit "A"
to ordinance printed on page 896 of this *Journal*.]

AMENDMENT OF BUILDING NEIGHBORHOOD AND AFFORDABLE HOUSING
PURCHASE PRICE ASSISTANCE PROGRAM ORDINANCE TO EXPAND AND
INCLUDE CITY-WIDE LOCATIONS AND SINGLE-FAMILY HOMES.

[O2023-1588/O2023-0001752]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 20, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 12, 2023, and to which was referred an ordinance from the Department of Housing for an amendment of ordinance which authorized Building Neighborhoods and Affordable Housing Purchase Price Assistance Program (BNAH) (forgivable grants), now transferring funds into the program and authorizing promulgation of rules for administration (O2023-1588), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on October 31, 2018 and published at pages 87215 to 87221, inclusive, of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, the City Council authorized a Building Neighborhoods and Affordable Housing Purchase Price Assistance Program (the "Original BNAH Program") that authorized the Department of Planning and Development ("DPD") to provide financial assistance as forgivable grants on behalf of qualified buyers of newly-constructed single-family housing buildings that are located in specific neighborhoods of the City and that were built under the City's City Lots for Working Families program; and

WHEREAS, Administration of the City's affordable housing programs was transferred by the City Council from DPD to a re-established Department of Housing ("DOH") pursuant to an ordinance adopted by the City Council on November 14, 2018 and published at pages 90308 to 90371, inclusive, of the *Journal* of such date; and

WHEREAS, DOH wishes to revise and expand the Original BNAH Program to any location city-wide and to single-family homes built pursuant to any City land sale redevelopment agreement (the "City-Wide BNAH Program"); and

WHEREAS, The City desires to appropriate funding for the implementation of the City-Wide BNAH Program; now, therefore,

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

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

SECTION 2. The City-Wide BNAH Program, as set forth in Exhibit A attached hereto and made a part hereof, is hereby authorized.

SECTION 3. Subject to the approval of the Corporation Counsel, and subject to the appropriation of funding, the Commissioner of DOH (the "Commissioner") and a designee of the Commissioner are each hereby authorized to deliver forgivable grant agreements and execute lien covenants with Eligible Participants (as defined on Exhibit A hereof) for the purpose of financing the purchase of one or more Eligible Properties (as defined on Exhibit A hereof), and to execute all such other agreements and instruments, including subordinations of the City lien covenants to later refinancings, and to perform any and all acts as shall be necessary or advisable in connection with the City-Wide BNAH Program.

SECTION 4. The Commissioner shall promulgate rules pertaining to the implementation of the City-Wide BNAH Program.

SECTION 5. The City-Wide BNAH Program is not subject to the affordable requirements set forth in Sections 2-44-085 through 2-44-105 of the Municipal Code of Chicago (the "Municipal Code").

SECTION 6. The City-Wide BNAH Program is an Eligible Program, and employees of the City who qualify for participation in the City-Wide BNAH Program are Eligible Persons, as such terms are defined in Section 2-44-110 of the Municipal Code.

SECTION 7. The amount of \$5,000,000 is hereby appropriated for the City-Wide BNAH Program from the fund referred to in Section 2-44-085(l) of the Municipal Code. The amount of \$5,000,000 is also hereby appropriated for the City-Wide BNAH Program from certain funds available to the City from Community Development Block Grant ("CDBG") funding or other multi-family housing funding sources.

SECTION 8. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 9. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".

*City-Wide Building Neighborhoods And Affordable Homes
Purchase Price Assistance Program.*

General Description:

The Program provides forgivable grants to qualifying buyers to assist in their purchase of primary, owner-occupied residences that are located within the City, as set forth below and further subject to implementing rules adopted from time to time by DOH.

Eligible Participant is defined as:

All of (1), (2) and (3) must be met:

- (1) A homebuyer (individual or jointly) who is purchasing an Eligible Property;
- (2) who will dwell within one of the dwelling units within the Eligible Property as her, his or their primary, owner-occupied home for a term of ten (10) years;
- (3) whose household income does not exceed 140 percent of the median household income for the Chicago Primary Metropolitan Statistical Area, or any lower percentage required under the provisions of certain grant funding as described in "Grant Amount" below.

Eligible Property is defined as:

A newly constructed single-family residential building containing no more than four dwelling units that was built pursuant to a City land sale redevelopment agreement.

Forgivable Grant Terms:

Grant amount: Not to exceed \$100,000 per Eligible Property.

Grants funded with CDBG funds will be limited to Eligible Participants whose household income does not exceed 80 percent of the median household income for the Chicago Primary Metropolitan Statistical Area.

Term: 10 years from the date of the Grant agreement.

Eligible costs: The grant proceeds may be used for any of the following costs, paid to others (not directly to the Eligible Participant), in connection with the purchase by the Eligible Participant of the Eligible Property:

- To seller: (i) the difference between the sale price and the appraised value of the Eligible Property (the "property appraisal gap"); or (ii) the amount of the Eligible Participant's down payment.
- To others: the following expenses actually incurred by the Eligible Participant, if any: title insurance, credit reports, recording fees, appraisal costs, mortgage discount points, transfer stamps, water certification settlement fees, third party property inspection fees, first year's pre-payment of mortgage insurance, single-payment mortgage insurance, pre-paid interest.
- Any such other costs actually incurred by the Eligible Participant, as approved by DOH at time of purchase.

Cash out, or cash to Eligible Participant: Not permitted.

Eligible Participant's equity: Not less than \$1,000.00 or 3 percent of the purchase price, whichever is lower.

Property appraisal:	A copy of the property appraisal, prepared by a license appraiser, along with the negotiated purchase price of the Eligible Property, must be supplied to DOH for analysis of the property appraisal gap amount.
Senior loan:	A copy of the senior loan commitment to the Eligible Participant must be supplied to DOH for analysis of the down payment amount.
Other loans:	The Eligible Participant must be the named borrower on all other loans made in connection with the Eligible Property during the Term.
Security:	An Affordable Housing Covenant and Agreement, entered into by the Eligible Participant and the City, will be recorded as a lien against the Eligible Property at the time of sale, to run for the Term of the Grant.
Other liens:	Permitted, only by: (i) the senior purchase mortgage, (ii) any second junior mortgage required under the City land sale redevelopment agreement, and (iii) utility easements.
Priority of lien:	The lien of the Affordable Housing Covenant and Agreement shall be: (i) junior to the senior purchase mortgage, and (ii) senior to the second junior mortgage required under the City land sale redevelopment agreement.
Re-subordination:	Permitted, only to any replacement senior purchase mortgage (not a home equity line of credit) undertaken by the Eligible Participant during the Term and submitted by the Eligible Participant to DOH for analysis and approval.
Amount forgiven:	An amount equal to one tenth (1/10) of the original Grant amount will be forgiven on each anniversary of the date of the Grant, provided that the Eligible Property continues to serve as the primary or principal dwelling of record of at least one Eligible Participant and the Eligible Participant continues to be an Eligible Participant as defined above.
Recapture:	Recapture analysis and workouts of troubled Grants will be undertaken by DOH pursuant to hardship rules it adopts for the Program.

FIRST AMENDMENT TO RIGHT OF ENTRY AND BUILDING MAINTENANCE AND PROTECTION AGREEMENT WITH AUSTIN UNITED ALLIANCE DEVELOPMENT COMPANY LLC FOR BUILDING MAINTENANCE AND STABILIZATION WORK AT LARAMIE STATE BANK, 5206 W. CHICAGO AVE.

[SO2023-1644/SO2023-0001758]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 20, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 12, 2023 and to which was referred an ordinance from the Department of Planning and Development for a first amendment to Right-of-Entry and Building Maintenance and Protection Agreement of historic Laramie State Bank, 5206 West Chicago Avenue (proffered in committee) (37th Ward) (SO2023-1644), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the real property located at 5206 West Chicago Avenue (the "Phase 1 City Property"), as legally described on (Sub)Exhibit A-1 attached to the Building Stabilization Agreement (as hereinafter defined), and the real property located at 5200 West Chicago Avenue, as legally described on (Sub)Exhibit A-2 attached to the Building Stabilization Agreement (the "Phase 2 City Property"); and

WHEREAS, The Phase 2 City Property is improved with the Laramie State Bank building (the "Bank Building"); and

WHEREAS, As part of the City's INVEST South/West initiative, the City selected Austin United Alliance Development Company LLC, an Illinois limited liability company ("Original Licensee"), to construct a six-story, 78-unit, mixed-income apartment building on the Phase 1 Property (the "Phase 1 Project") and to restore the Bank Building for use as a cafe, office, museum and community space (the "Phase 2 Project" and together with the Phase 1 Project, the "Project"); and

WHEREAS, The City, through its Department of Assets, Information and Services ("DAIS"), and Original Licensee previously entered into that certain Right-of-Entry and Building Maintenance and Protection Agreement dated December 16, 2022, and attached hereto as Exhibit A (the "Building Stabilization Agreement"), pursuant to which the City gave Original Licensee access to the Phase 2 City Property to maintain, secure and protect the Bank Building and take certain other actions prior to commencement and during construction of the Phase 1 Project (collectively referred to in the Building Stabilization Agreement as the "Activity"); and

WHEREAS, The Original Licensee is comprised of two entities: Oak Park Regional Housing Center ("New Licensee") and Heartland Housing, Inc. ("Heartland Housing"); and

WHEREAS, The New Licensee holds a 30 percent interest in the Original Licensee, and Heartland Housing holds a 70 percent interest in the Original Licensee and is also its managing member; and

WHEREAS, Heartland Housing has informed the City that it is withdrawing from the Project and intends to assign and convey its interest in the Original Licensee; and

WHEREAS, Pending the restructuring of the Original Licensee, the New Licensee has agreed to take over the Original Licensee's obligations under the Building Stabilization Agreement; and

WHEREAS, The DAIS Commissioner has the authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050 (12) of the Municipal Code of Chicago; and

WHEREAS, After 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, The 180-day period allowed under Section 2-51-050 (12) for the Building Stabilization Agreement will expire on June 14, 2023; and

WHEREAS, The City has determined that it is necessary to extend the Building Stabilization Agreement in order to protect the Bank Building; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of DAIS (the "DAIS Commissioner") and a designee of the DAIS Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a First Amendment to the Bank Stabilization Agreement with retroactive effect to June 15, 2023, in substantially the form attached hereto as Exhibit B (the "First Amendment"), and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment and this ordinance, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

[Exhibit "A" referred to in this ordinance
unavailable at time of printing.]

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

Exhibit "B".

*First Amendment To Right-Of-Entry And Building
Maintenance And Protection Agreement.*

This First Amendment to Right-of-Entry and Building Maintenance and Protection Agreement (this "First Amendment") is entered into as of _____, 2023, between Austin United Alliance Development Company LLC, an Illinois limited liability company ("Licensee"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), through its Department of Assets, Information and Services ("DAIS").

Witnesseth.

Whereas, Licensee and the City are parties to that certain Right-of-Entry and Building Maintenance and Protection Agreement dated December 16, 2022 (the "Agreement"), relating to the Phase 2 City Property; and

Whereas, Licensee and the City desire to modify the terms of the Agreement, as more specifically set forth below;

Now, Therefore, In consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this First Amendment shall have the same meanings given to said terms in the Agreement, unless otherwise expressly provided herein.
2. Term. The first sentence of paragraph 3 of the Agreement is hereby amended to delete the language struck-through and insert the language underlined, as follows:

The term of this Agreement (the "Term") shall begin on the Effective Date and shall terminate upon the earlier of: (a) ~~180 days after the Effective Date~~ the completion of the Phase 1 Project; or (b) the closing of Licensee's purchase of the Phase 2 City Property.

3. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
4. Entire Agreement. This First Amendment embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

5. Incorporation Of Amendment. Licensee and the City hereby agree that: (a) this First Amendment is incorporated into and made a part of the Agreement, and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

6. Ratification. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

In Witness Whereof, Licensee and the City have executed this First Amendment as of the date first above written.

City of Chicago,
an Illinois municipal corporation

By: _____
Sandra Blakemore,
Commissioner of Department of
Assets, Information and Services

Austin United Alliance Development
Company LLC, an Illinois limited
liability company

By: _____

Name: _____

Its: _____

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 10.280 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTION OF S. EWING AVE.

[O2023-2175/O2023-0001723]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Peter Chico (which was referred on May 31, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (10.280) to allow the issuance of additional package goods licenses on a portion of South Ewing Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on June 15, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(10.280) On Ewing Avenue, from 106th Street to 108th Street.~~

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY MODIFYING
SUBSECTION 19.59 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTION OF W. 111TH ST.

[O2023-2052/O2023-0001718]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Matthew J. O'Shea (which was referred on May 24, 2023) to amend the Municipal Code of Chicago by modifying subsection 4-60-023 (19.59) to disallow the issuance of additional package goods licenses on a portion of West 111th Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on June 15, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell package goods within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (19.59), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 23, 2022, at page 45027, with the following underscored text:

4-60-023

(19.59) On 111th Street, from Kedzie Avenue to Albany Avenue.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 45.38 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. CENTRAL AVE.

[O2023-2088/O2023-0001720]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson James M. Gardiner (which was referred on May 24, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (45.38) to allow the issuance of additional package goods licenses on a portion of North Central Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on June 15, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(45.38) On North Central Avenue, from West Goodman Street to West Leland Avenue.~~

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 4-60-22 (11.93) AND 4-60-023 (11.93) TO ALLOW ISSUANCE OF ADDITIONAL LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF S. HALSTED ST.

[O2023-2089/O2023-0001721]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Nicole T. Lee (which was referred on May 24, 2023) to amend the Municipal Code of Chicago by lifting subsections 4-60-022 (11.93) and 4-60-023 (11.93) to allow the issuance of additional alcoholic liquor licenses and package goods licenses on a portion of South Halsted Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on June 15, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(11.93) ~~Halsted Street, from 35th Street to 37th Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(11.93) ~~On Halsted Street, from 35th Street to 37th Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE BY MODIFYING VARIOUS SUBSECTIONS AND ADDING VARIOUS NEW SUBSECTIONS TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES AND PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS STREETS.

[O2023-2101/O2023-0001722]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Brendan Reilly (which was referred on May 24, 2023) to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow issuance of additional alcoholic liquor licenses and package goods licenses in portions of the 42nd Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on June 15, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Sections 4-60-022 and 4-60-023 of the Municipal Code set forth restrictions on liquor sales for, respectively, consumption on premises and packaged goods; and

WHEREAS, As a result of the 2020 National Decennial Census, ward boundaries in the City of Chicago were redrawn; and

WHEREAS, As a consequence of redrawing ward boundaries, various areas were added to different wards where the surrounding area is currently subject to moratoria under Sections 4-60-022 and 4-60-023 of the Municipal Code, but the newly added territory is not subject to either moratoria; and

WHEREAS, In addition to these circumstances, there are also provisions of the existing moratoria that overlap or that stretch for several blocks in a line, as opposed to having a single moratorium that covers a contiguous city block; and

WHEREAS, This presents an alderperson with a drastic choice that in order to have standardized and targeted moratoria, they must either retain liquor moratoria that are overinclusive or repeal and reinstate the same moratoria with the territory broken out into different sections after a year without any moratorium, which may not always be in the best interest of the neighborhood; and

WHEREAS, Under these circumstances, it is necessary and appropriate to allow, by ordinance, a limited exception to the requirements and restrictions of Section 4-60-021 of the Municipal Code, and allow alderpersons to better address the needs of their communities by reorganizing existing moratoria; and

WHEREAS, It is the intent of this ordinance to standardize various moratoria into contiguous two-block areas within the 42nd Ward as much as is practicable, and to correct technical errors in the existing moratoria; now, therefore,

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

SECTION 1. The above recitals are incorporated into and made a part of this ordinance.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by inserting the language underscored, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(42.29) ~~[Reserved.] On the south side of Chicago Avenue, from Franklin Street to LaSalle Drive.~~

(Omitted text is unaffected by this ordinance.)

(42.45) On the east side of North McClurg Court, from East Illinois Street to North Water Street; and on the north side of North Water Street, from McClurg Court to Lake Shore Drive. East River Drive.

(Omitted text is unaffected by this ordinance.)

(42.128) On the west side of Orleans Street, from Ohio Street to Grand Avenue; and on the north side of Grand Avenue, from Kingsbury Street to Orleans Street. Illinois Street.

(Omitted text is unaffected by this ordinance.)

- (42.163) On the south side of Grand Avenue, from Michigan Avenue to Rush Street; and on the east side of Rush Street, from Grand Avenue to Illinois Street; ~~and on the north side of Illinois Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.158) On the south side of Illinois Street, from Rush Street to Michigan Avenue; and on the east side of Rush Street, from Illinois Street to Hubbard Street; ~~and on the north side of Hubbard Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.183) On the south side of Huron Street, from Michigan Avenue to Rush Street; and on the east side of Rush Street, from Huron Street to Erie Street; ~~and on the north side of Erie Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.199) On the south side of Huron Street, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Huron Street to Erie Street; ~~and on the north side of Erie Street, from Michigan Avenue to St. Clair Street.~~

- (42.200) On the south side of Erie Street, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Erie Street to Ontario Street; ~~and on the north side of Ontario Street, from Michigan Avenue to St. Clair Street.~~

- (42.201) On the south side of Ontario Street, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Ontario Street to Ohio Street; ~~and on the north side of Ohio Street, from Michigan Avenue to St. Clair Street.~~

- (42.202) On the south side of Ohio Street, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Ohio Street to Grand Avenue; ~~and on the north side of Grand Avenue, from Michigan Avenue to St. Clair Street.~~

(42.203) On the south side of Grand Avenue, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Grand Avenue to Illinois Street; ~~and on the north side of Illinois Street, from Michigan Avenue to St. Clair Street.~~

(42.204) On the east side of Michigan Avenue, from the north bank of the Chicago River to Illinois Street, and on the south side of Illinois Street, from Michigan Avenue to Cityfront Plaza Drive; on the west side of Cityfront Plaza Drive, from Illinois Street to North Water Street.

(Omitted text is unaffected by this ordinance.)

(42.237) On the south side of Illinois Street, from Park Drive to New Street; and on the west side of New Street, from Illinois Street to North Water Street; ~~and on the north side of North Water Street, from New Street to Park Drive; and on the east side of Park Drive, from North Water Street to Illinois Street.~~

(Omitted text is unaffected by this ordinance.)

(42.241) On the south side of North Water Street, from Columbus Drive to New Street; and on the east side of Columbus Drive, from North Water Street to the north bank of the Chicago River; ~~and on the west side of New Street, from North Water Street to the north bank of the Chicago River.~~

(Omitted text is unaffected by this ordinance.)

(42.243) On the north side of East River Drive, from New Street to McClurg Court; and on the west side of McClurg Court, from East River Drive to North Water New Street.

(42.244) On the east side of Field Boulevard, from Wacker Drive to Waterside Drive; and on the north side of Waterside Drive, from Field Boulevard to Harbor Drive; and on the east side of Harbor Drive, from Waterside Drive to Randolph Street.

(42.245) On the west side of Field Boulevard, from Wacker Drive to Waterside Drive; and on the south side of Waterside Drive, from Field Boulevard to Harbor Drive; and on the west side of Harbor Drive, from Waterside Drive to Randolph Street.

(Omitted text is unaffected by this ordinance.)

- (42.289) On the east side of State Street, from Haddock Place to Wacker Drive; and on the south side of Wacker Drive and Wacker Place, from State Street to Wabash Avenue.

(Omitted text is unaffected by this ordinance.)

- (42.572) On the south side of Ohio Street, from Orleans Street to Kingsbury Street; and on the east side of Kingsbury Street, from Ohio Street to Grand Avenue; ~~and on the north side of Grand Avenue, from Kingsbury Street to Orleans Street.~~

(Omitted text is unaffected by this ordinance.)

- (42.580) On the south side of Delaware Place, from Wabash Avenue to State Street; and on the east side of State Street, from Delaware Place to Chestnut Street.

- (42.581) On the west side of Wabash Avenue, from Delaware Place to Chestnut Street; and on the north side of Chestnut Street, from Wabash Avenue to State Street.

- (42.582) On the south side of Chestnut Street, from Wabash Avenue to State Street; and on the east side of State Street, from Chestnut Street to Pearson Street.

- (42.583) On the west side of Wabash Avenue, from Chestnut Street to Pearson Street; and on the north side of Pearson Street, from Wabash Avenue to State Street.

- (42.584) On the south side of Walton Street, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Walton Street to Delaware Place.

- (42.585) On the west side of State Street, from Walton Street to Delaware Place; and on the north side of Delaware Place, from State Street to Dearborn Street.

- (42.586) On the south side of Delaware Place, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Delaware Place to Chestnut Street.

- (42.587) On the west side of State Street, from Delaware Place to Chestnut Street; and on the north side of Chestnut Street, from State Street to Dearborn Street.
- (42.588) On the south side of Chestnut Street, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Chestnut Street to Chicago Avenue.
- (42.589) On the west side of State Street, from Chestnut Street to Chicago Avenue; and on the north side of Chicago Avenue, from State Street to Dearborn Street.
- (42.590) On the south side of Chicago Avenue, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Chicago Avenue to Superior Street.
- (42.591) On the west side of State Street, from Chicago Avenue to Superior Street; and on the north side of Superior Street, from State Street to Dearborn Street.
- (42.592) On the south side of Superior Street, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Superior Street to Huron Street.
- (42.593) On the west side of State Street, from Superior Street to Huron Street; and on the north side of Huron Street, from State Street to Dearborn Street.
- (42.594) On the south side of Chestnut Street, from the first alley west of Dearborn Street to Dearborn Street; and on the west side of Dearborn Street, from Chestnut Street to Chicago Avenue; and on the north side of Chicago Avenue, from Dearborn Street to the first alley west of Dearborn Street.
- (42.595) On the south side of Chicago Avenue, from Clark Street to Dearborn Street; and on the west side of Dearborn Street, from Chicago Avenue to Superior Street.
- (42.596) On the east side of Clark Street, from Chicago Avenue to Superior Street; and on the north side of Superior Street, from Clark Street to Dearborn Street.
- (42.597) On the south side of Superior Street, from Dearborn Street to Clark Street; and on the east side of Clark Street, from Superior Street to Huron Street.
- (42.598) On the west side of Dearborn Street, from Superior Street to Huron Street; and on the north side of Huron Street, from Dearborn Street to Clark Street.

- (42.599) On the south side of Chicago Avenue, from LaSalle Drive to Clark Street; and on the west side of Clark Street, from Chicago Avenue to Superior Street.
- (42.600) On the east side of LaSalle Drive, from Chicago Avenue to Superior Street; and on the north side of Superior Street, from LaSalle Drive to Clark Street.
- (42.601) On the south side of Superior Street, from LaSalle Drive to Clark Street; and on the west side of Clark Street, from Superior Street to Huron Street.
- (42.602) On the east side of LaSalle Drive, from Superior Street to Huron Street; and on the north side of Huron Street, from LaSalle Drive to Clark Street.
- (42.603) On the south side of Chicago Avenue, from LaSalle Drive to Wells Street; and on the east side of Wells Street, from Chicago Avenue to Superior Street.
- (42.604) On the west side of LaSalle Drive, from Chicago Avenue to Superior Street; and on the north side of Superior Street, from LaSalle Drive to Wells Street.
- (42.605) On the south side of Chicago Avenue, from the north branch of the Chicago River to Larrabee Street; and on the west side of Larrabee Street, from Chicago Avenue to Superior Street.
- (42.606) On the west side of Larrabee Street, from Superior Street to Erie Street.
- (42.607) On the south side of Erie Street, from Larrabee Street to Kingsbury Street; and on both sides of Kingsbury Street, from Erie Street to Ontario Street.
- (42.608) On the north side of Illinois Street, from Kingsbury Street to Orleans Street; and on the west side of Orleans Street, from Illinois Street to Grand Avenue.
- (42.609) On both sides of Wolf Point Plaza, from Orleans Street to the North Branch of the Chicago River; and on both sides of Merchandise Mart Plaza, between Wells Street and Orleans Street.
- (42.610) On the north side of North Water Street, from New Street to Park Drive; and on the east side of Park Drive, from North Water Street to Illinois Street.
- (42.611) On the south side of Illinois Street, from Columbus Drive to Park Drive; and on the west side of Park Drive, from Illinois Street to North Water Street.
- (42.612) On the north side of North Water Street, from Park Drive to Columbus Drive; and on the east side of Columbus Drive, from North Water Street to Illinois Street.

- (42.613) On the west side of New Street, from North Water Street to the north bank of the Chicago River; and on the south side of East River Drive, from New Street to McClurg Court.
- (42.614) On the east side of North McClurg Court, from East River Drive to North Water Street; and on the south side of North Water Street, from McClurg Court to Lake Shore Drive.
- (42.615) On the north side of Grand Avenue, from Lake Shore Drive to Streeter Drive; and on the east side of Streeter Drive, from Grand Avenue to Illinois Street; and on the south side of Illinois Street, from Streeter Drive to Lake Shore Drive.
- (42.616) On the south side of Grand Avenue, from Streeter Drive to Lake Shore Drive; and on the east side of Lake Shore Drive, from Grand Avenue to Illinois Street.
- (42.617) On the west side of Streeter Drive, from Grand Avenue to Illinois Street; and on the north side of Illinois Street, from Streeter Drive to Lake Shore Drive.
- (42.618) On the north side of Erie Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Erie Street to Huron Street.
- (42.619) On the north side of Ontario Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Ontario Street to Erie Street.
- (42.620) On the north side of Ohio Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Ohio Street to Ontario Street.
- (42.621) On the north side of Grand Avenue, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Grand Avenue to Ohio Street.
- (42.622) On the north side of Illinois Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Illinois Street to Grand Avenue.
- (42.623) On the north side of Hubbard Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Hubbard Street to Illinois Street.
- (42.624) On the south side of Hubbard Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Hubbard Street to the north bank of the Chicago River.

- (42.625) On the north side of Illinois Street, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Illinois Street to Grand Avenue.
- (42.626) On the north side of Grand Avenue, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Grand Avenue to Ohio Street.
- (42.627) On the north side of Ohio Street, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Ohio Street to Ontario Street.
- (42.628) On the north side of Ontario Street, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Ontario Street to Erie Street.
- (42.629) On the north side of Erie Street, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Erie Street to Huron Street.

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by inserting the language underscored, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

- (42.133) On the east side of Rush Street, from the north bank of the Chicago River to Kinzie Street; and on the south side of Kinzie Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Kinzie Street to the north bank of the Chicago River.

(Omitted text is unaffected by this ordinance.)

- (42.142) On the north side of Kinzie Street, from Michigan Avenue to Rush Street; and on the east side of Rush Street, from Kinzie Street to Hubbard Street; and on the south side of Hubbard Street, from Michigan Avenue to Rush Street.

(Omitted text is unaffected by this ordinance.)

- (42.149) On the south side of Illinois Street, from Rush Street to Michigan Avenue; and on the east side of Rush Street, from Illinois Street to Hubbard Street; ~~and on the north side of Hubbard Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.154) On the south side of Grand Avenue, from Michigan Avenue to Rush Street; and on the east side of Rush Street, from Grand Avenue to Illinois Street; ~~and on the north side of Illinois Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.163) On the south side of Ohio Street, from Michigan Avenue to Rush Street; and on the east side of Rush Street, from Ohio Street to Grand Avenue; ~~and on the north side of Grand Avenue, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.166) On the south side of Ontario Street, from Michigan Avenue to Rush Street; and on the east side of Rush Street, from Ontario Street to Ohio Street; ~~and on the north side of Ohio Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.169) On the south side of Erie Street, from Rush Street to Michigan Avenue; and on the east side of Rush Street, from Erie Street to Ontario Street; ~~and on the north side of Ontario Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.174) On the south side of Huron Street, from Michigan Avenue to Rush Street; and on the east side of Rush Street, from Huron Street to Erie Street; ~~and on the north side of Erie Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

- (42.196) On the south side of Huron Street, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Huron Street to Erie Street; ~~and on the north side of Erie Street, from Michigan Avenue to St. Clair Street.~~
- (42.197) On the south side of Erie Street, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Erie Street to Ontario Street; ~~and on the north side of Ontario Street, from Michigan Avenue to St. Clair Street.~~
- (42.198) On the south side of Ontario Street, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Ontario Street to Ohio Street; ~~and on the north side of Ohio Street, from Michigan Avenue to St. Clair Street.~~
- (42.199) On the south side of Ohio Street, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Ohio Street to Grand Avenue; ~~and on the north side of Grand Avenue, from Michigan Avenue to St. Clair Street.~~
- (42.200) On the south side of Grand Avenue, from Michigan Avenue to St. Clair Street; and on the west side of St. Clair Street, from Grand Avenue to Illinois Street; ~~and on the north side of Illinois Street, from Michigan Avenue to St. Clair Street.~~
- (42.201) On east side of Michigan Avenue, from the north bank of the Chicago River to Illinois Street; and on the south side of Illinois Street, from Michigan Avenue to Cityfront Plaza Drive; and on the west side of Cityfront Plaza Drive, from Illinois Street to North Water Street.

(Omitted text is unaffected by this ordinance.)

- (42.248) On the east side of Field Boulevard, from Wacker Drive to Waterside Drive; and on the north side of Waterside Drive, from Field Boulevard to Harbor Drive; and on the east side of Harbor Drive, from Waterside Drive to Randolph Street.
- (42.249) On the west side of Field Boulevard, from Wacker Drive to Waterside Drive; and on the south side of Waterside Drive, from Field Boulevard to Harbor Drive; and on the west side of Harbor Drive, from Waterside Drive to Randolph Street.

(Omitted text is unaffected by this ordinance.)

- (42.244) On the north side of East River Drive, from New Street to McClurg Court; and on the west side of McClurg Court, from East River Drive to North Water New Street.

(Omitted text is unaffected by this ordinance.)

- (42.592) On the south side of Delaware Place, from Wabash Avenue to State Street; and on the east side of State Street, from Delaware Place to Chestnut Street.
- (42.593) On the west side of Wabash Avenue, from Delaware Place to Chestnut Street; and on the north side of Chestnut Street, from Wabash Avenue to State Street.
- (42.594) On the south side of Chestnut Street, from Wabash Avenue to State Street; and on the east side of State Street, from Chestnut Street to Pearson Street.
- (42.595) On the west side of Wabash Avenue, from Chestnut Street to Pearson Street; and on the north side of Pearson Street, from Wabash Avenue to State Street.
- (42.596) On the south side of Walton Street, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Walton Street to Delaware Place.
- (42.597) On the west side of State Street, from Walton Street to Delaware Place; and on the north side of Delaware Place, from State Street to Dearborn Street.
- (42.598) On the south side of Delaware Place, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Delaware Place to Chestnut Street.
- (42.599) On the west side of State Street, from Delaware Place to Chestnut Street; and on the north side of Chestnut Street, from State Street to Dearborn Street.
- (42.600) On the south side of Chestnut Street, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Chestnut Street to Chicago Avenue.

- (42.601) On the west side of State Street, from Chestnut Street to Chicago Avenue; and on the north side of Chicago Avenue, from State Street to Dearborn Street.
- (42.602) On the south side of Chicago Avenue, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Chicago Avenue to Superior Street.
- (42.603) On the west side of State Street, from Chicago Avenue to Superior Street; and on the north side of Superior Street, from State Street to Dearborn Street.
- (42.604) On the south side of Superior Street, from State Street to Dearborn Street; and on the east side of Dearborn Street, from Superior Street to Huron Street.
- (42.605) On the west side of State Street, from Superior Street to Huron Street; and on the north side of Huron Street, from State Street to Dearborn Street.
- (42.606) On the south side of Chestnut Street, from the first alley west of Dearborn Street to Dearborn Street; and on the west side of Dearborn Street, from Chestnut Street to Chicago Avenue; and on the north side of Chicago Avenue, from Dearborn Street to the first alley west of Dearborn Street.
- (42.607) On the south side of Chicago Avenue, from Clark Street to Dearborn Street; and on the west side of Dearborn Street, from Chicago Avenue to Superior Street.
- (42.608) On the east side of Clark Street, from Chicago Avenue to Superior Street; and on the north side of Superior Street, from Clark Street to Dearborn Street.
- (42.609) On the south side of Superior Street, from Dearborn Street to Clark Street; and on the east side of Clark Street, from Superior Street to Huron Street.
- (42.610) On the west side of Dearborn Street, from Superior Street to Huron Street; and on the north side of Huron Street, from Dearborn Street to Clark Street.
- (42.611) On the south side of Chicago Avenue, from LaSalle Drive to Clark Street; and on the west side of Clark Street, from Chicago Avenue to Superior Street.
- (42.612) On the east side of LaSalle Drive, from Chicago Avenue to Superior Street; and on the north side of Superior Street, from LaSalle Drive to Clark Street.

- (42.613) On the south side of Superior Street, from LaSalle Drive to Clark Street; and on the west side of Clark Street, from Superior Street to Huron Street.
- (42.614) On the east side of LaSalle Drive, from Superior Street to Huron Street; and on the north side of Huron Street, from LaSalle Drive to Clark Street.
- (42.615) On the west side of LaSalle Drive, from Chicago Avenue to Superior Street; and on the north side of Superior Street, from LaSalle Drive to Wells Street; and on the east side of Wells Street, from Superior Street to Chicago Avenue.
- (42.616) On the west side of LaSalle Drive, from Erie Street to Ontario Street; and on the north side of Ontario Street, from LaSalle Drive to Wells Street.
- (42.617) On both sides of Wolf Point Plaza, from Orleans Street to the North Branch of the Chicago River; and on both sides of Merchandise Mart Plaza, between Wells Street and Orleans Street.
- (42.618) On the south side of East River Drive, from New Street to McClurg Court; and on the east side of McClurg Court, from East River Drive to North Water Street.
- (42.619) On the west side of Park Drive, from Illinois Street to North Water Street; and on the north side of North Water Street, from Park Drive to Columbus Drive.
- (42.620) On the south side of Illinois Street, from Park Drive to Columbus Drive; and on the east side of Columbus Drive, from Illinois Street to North Water Street.
- (42.621) On the north side of Grand Avenue, from Lake Shore Drive to Streeter Drive; and on the east side of Streeter Drive, from Grand Avenue to Illinois Street; and on the south side of Illinois Street, from Streeter Drive to Lake Shore Drive.
- (42.622) On the south side of Grand Avenue, from Streeter Drive to Lake Shore Drive; and on the east side of Lake Shore Drive, from Grand Avenue to Illinois Street.
- (42.623) On the west side of Streeter Drive, from Grand Avenue to Illinois Street; and on the north side of Illinois Street, from Streeter Drive to Lake Shore Drive.
- (42.624) On the south side of Wacker Place, from Wabash Street to State Street; and on the east side of State Street, from Wacker Drive to Haddock Place.

- (42.625) On the north side of Erie Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Erie Street to Huron Street.
- (42.626) On the north side of Ontario Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Ontario Street to Erie Street.
- (42.627) On the north side of Ohio Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Ohio Street to Ontario Street.
- (42.628) On the north side of Grand Avenue, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Grand Avenue to Ohio Street.
- (42.629) On the north side of Illinois Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Illinois Street to Grand Avenue.
- (42.630) On the north side of Hubbard Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Hubbard Street to Illinois Street.
- (42.631) On the south side of Hubbard Street, from Rush Street to Michigan Avenue; and on the west side of Michigan Avenue, from Hubbard Street to Kinzie Street.
- (42.632) On the north side of Illinois Street, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Illinois Street to Grand Avenue.
- (42.633) On the north side of Grand Avenue, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Grand Avenue to Ohio Street.
- (42.634) On the north side of Ohio Street, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Ohio Street to Ontario Street.
- (42.635) On the north side of Ontario Street, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Ontario Street to Erie Street.
- (42.636) On the north side of Erie Street, from St. Clair Street to Michigan Avenue; and on the east side of Michigan Avenue, from Erie Street to Huron Street.

DESIGNATION OF 37TH PRECINCT OF 13TH WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-2055/O2023-0001719]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Marty Quinn (which was referred on May 24, 2023) designating a precinct of the 13th Ward as a restricted residential zone pursuant to Chapter 4-17 of the Municipal Code prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on June 15, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of restricted residential zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The 1st Precinct of the 23rd Ward under the City ward maps enacted in 2012 was established as a restricted residential zone by O2017-7083; and

WHEREAS, The 1st Precinct of the 23rd Ward under the City ward maps enacted in 2012 was renewed as a restricted residential zone by O2021-3201; and

WHEREAS, The vast majority of the 1st Precinct of the 23rd Ward under the City ward maps established in 2012 is now part of the 37th Precinct of the 13th Ward under the City ward maps established in 2022; and

WHEREAS, Section 4-17-045 of the Municipal Code of Chicago authorizes the local alderperson to modify an existing restricted residential zone, to coincide with the boundaries of a new precinct due to ward redistricting, without first filing a notice of intent or petition, provided that any area added to and a portion of the existing restricted residential zone are now in the same precinct, comprise the entirety of such precinct, the City Clerk determines that the 25 percent voter threshold established by the original petition is retained in the new precinct despite the alterations to the precinct boundaries, and the ordinance is introduced within one year of the most recent ward redistricting; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Section 4-17-045 of the Municipal Code of Chicago ("Code"), the restricted residential zone first established by O2017-7083 is expanded to include the entire 37th Precinct of the 13th Ward, as described herein. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 37th Precinct of the 13th Ward, with such boundaries beginning [Insert Precinct Boundaries].

[See attached document]

SECTION 2. This ordinance shall take full force and effect upon its passage and publication, and shall remain in effect until the expiration of the previously existing restricted residential zone, specifically, November 15, 2025.

[Attachment unavailable at time of printing.]

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

**AMENDMENT OF 15-MINUTE LOADING ZONE ON PORTION OF
N. ABERDEEN ST.**

[SO2023-0001961]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to amend loading zone/standing zone on portion of North Aberdeen Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend standing zone signs at the below listed location:

Ward	Location
27	North Aberdeen Street (west side) from a point 88 feet south of West Randolph Street to a point 66 feet south thereof -- 15-minute standing zone sign -- use flashing lights -- 8:00 A.M. to 6:00 P.M. by striking: "15-minute standing zone" and inserting: "library personal parking only" (public benefit). [O2023-2174/SO2023-0001988]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMENDMENT OF PARKING METER SIGNS.

[SO2023-0001991]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to amend parking meter signs on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend parking meter signs at the below listed locations:

Amendment Of Parking Meters:

Ward	Location
27	Temporarily amend parking meters on portions of West Locust Street, West Walton Street, North Wells Street, West Chestnut Street, North Franklin Street and West Oak Street; [O2023-2081/O2023-0002003]
27	Amend ordinance which reads: "1380 West Randolph Street service drive north leg (north side) from a point 160 feet west of North Ada Street to a point 178 feet, West Randolph Street service drive south leg (north side) from North Ogden Avenue to North Ada Street and West Randolph Street service drive south leg (south side) from a point 100 feet east of North Ogden Avenue to North Ada Street" by striking: "two hour parking" and inserting: "meters -- at all times -- all days" in lieu therefore. [O2023-2196/O2023-0002015]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.

(Except For Handicapped)

[SO2023-0001945]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking restrictions at all times -- disabled permits on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

Establishment/Amendment Of Disabled Permit Parking:

Ward	Location And Permit Number
1	2521 West Thomas Street -- Disabled Parking Permit Number 131603; [O2023-2190/O2023-0002051]
1	1847 North Talman Avenue -- Disabled Parking Permit Number 119635; [O2023-2191/O2023-0002053]
1	2618 North Sacramento Avenue -- Disabled Parking Permit Number 119698; [O2023-2192/O2023-0002054]
3	4643 South Wabash Avenue -- Disabled Parking Permit Number 131540; [O2023-1734/O2023-0002055]
7	8705 South Manistee Avenue -- Disabled Parking Permit Number 129965; [O2023-1982/O2023-0002056]
8	7717 South Cregier Avenue -- Disabled Parking Permit Number 130603; [O2023-1669/O2023-0002057]
8	8651 South Dante Avenue -- Disabled Parking Permit Number 129380; [O2023-1670/O2023-0002058]
8	7804 South Kimbark Avenue -- Disabled Parking Permit Number 130827; [O2023-1775/O2023-0002060]
9	9018 South Ellis Avenue -- Disabled Parking Permit Number 130464; [O2023-1677/O2023-0002061]
9	9056 South Harvard Avenue -- Disabled Parking Permit Number 130922; [O2023-1772/O2023-0002062]
9	10122 South Prairie Avenue -- Disabled Parking Permit Number 131031; [O2023-1773/O2023-0002063]

Establishment/Amendment Of Disabled Permit Parking:

- 13 4025 West 65th Street -- Disabled Parking Permit Number 131704;
[O2023-1989/O2023-0002080]
- 13 5914 South Tripp Avenue -- Disabled Parking Permit Number 131705;
[O2023-1990/O2023-0002081]
- 13 5536 South Kedvale Avenue -- Disabled Parking Permit Number 131702;
[O2023-1991/O2023-0002082]
- 13 6243 West 63rd Place -- Disabled Parking Permit Number 131701;
[O2023-1992/O2023-0002083]
- 13 6124 South Keeler Avenue -- Disabled Parking Permit Number 131706;
[O2023-1993/O2023-0002084]
- 13 6513 West 64th Street -- Disabled Parking Permit Number 130407;
[O2023-1994/O2023-0002085]
- 15 5943 South Richmond Street -- Disabled Parking Permit Number 131764;
[O2023-1691/O2023-0002086]
- 15 6409 South Honore Street -- Disabled Parking Permit Number 131677;
[O2023-1692/O2023-0002088]
- 15 2740 West 58th Street -- Disabled Parking Permit Number 122920;
[O2023-1693/O2023-0002089]
- 15 4327 South Artesian Avenue -- Disabled Parking Permit Number 130930;
[O2023-1694/O2023-0002090]
- 15 5719 South Hermitage Avenue -- Disabled Parking Permit Number 130853;
[O2023-1695/O2023-0002091]
- 15 5725 South Washtenaw Avenue -- Disabled Parking Permit Number 130671;
[O2023-1696/O2023-0002092]
- 15 5807 South Wood Street -- Disabled Parking Permit Number 131793;
[O2023-1697/O2023-0002094]
- 15 6439 South Winchester Avenue -- Disabled Parking Permit Number 129758;
[O2023-1698/O2023-0002095]
- 15 6520 South Hermitage Avenue -- Disabled Parking Permit Number 131782;
[O2023-1699/O2023-0002096]

Establishment/Amendment Of Disabled Permit Parking:

- | | |
|----|---|
| 17 | 8625 South Aberdeen Street -- Disabled Parking Permit Number 128231;
[O2023-1701/O2023-0002113] |
| 17 | 8020 South Loomis Street -- Disabled Parking Permit Number 130416;
[O2023-1702/O2023-0002114] |
| 17 | 7932 South Sangamon Street -- Disabled Parking Permit Number 12879;
[O2023-1747/O2023-0002115] |
| 17 | 8243 South Throop Street -- Disabled Parking Permit Number 130900;
[O2023-1756/O2023-0002116] |
| 17 | 7708 South Loomis Avenue -- Disabled Parking Permit Number 130822;
[O2023-1758/O2023-0002117] |
| 17 | 2117 West 71 st Street -- Disabled Parking Permit Number 130843;
[O2023-1759/O2023-0002118] |
| 17 | 7939 South Bishop Street-- Disabled Parking Permit Number 130955;
[O2023-2063/O2023-0002119] |
| 18 | 3407 West 79 th Street -- Disabled Parking Permit Number 130654;
[O2023-1712/O2023-0002120] |
| 18 | 7247 South Richmond Street -- Disabled Parking Permit Number 127927;
[O2023-1746/O2023-0002121] |
| 18 | 8429 South Honore Street -- Disabled Parking Permit Number 130816;
[O2023-1754/O2023-0002122] |
| 18 | 7931 South Fairfield Avenue -- Disabled Parking Permit Number 130872;
[O2023-1755/O2023-0002123] |
| 19 | 2137 West 114 th Place -- Disabled Parking Permit Number 130518;
[O2023-2065/O2023-0002124] |
| 22 | 4025 West Cermak Road -- Disabled Parking Permit Number 129701;
[O2023-1753/O2023-0002125] |
| 22 | 2810 South Ridgeway Avenue -- Disabled Parking Permit Number 131070;
[O2023-2179/O2023-0002126] |
| 22 | 4534 South Lawler Avenue -- Disabled Parking Permit Number 131602;
[O2023-2180/O2023-0002127] |

Establishment/Amendment Of Disabled Permit Parking:

- 23 3713 West 56th Street -- Disabled Parking Permit Number 130963;
[O2023-1727/O2023-0002129]
- 23 5120 South Moody Avenue -- Disabled Parking Permit Number 130788;
[O2023-1728/O2023-0002130]
- 23 5149 South Monitor Avenue -- Disabled Parking Permit Number 129799;
[O2023-1767/O2023-0002131]
- 25 2345 West 24th Street -- Disabled Parking Permit Number 130527;
[O2023-1752/O2023-0002132]
- 27 3653 West Thomas Street -- Disabled Parking Permit Number 130873;
[O2023-1827/O2023-0002133]
- 28 4445 West Van Buren Street -- Disabled Parking Permit Number 131258;
[O2023-1751/O2023-0002135]
- 28 4245 West Gladys Avenue -- Disabled Parking Permit Number 131041;
[O2023-2014/O2023-0002137]
- 29 5249 West Congress Parkway -- Disabled Parking Permit Number 129475;
[O2023-2147/O2023-0002139]
- 29 1652 North Mason Avenue -- Disabled Parking Permit Number 129771;
[O2023-2152/O2023-0002141]
- 29 1311 North Mayfield Avenue -- Disabled Parking Permit Number 130411;
[O2023-2154/O2023-0002143]
- 29 1652 North Mayfield Avenue -- Disabled Parking Permit Number 131214;
[O2023-2155/O2023-0002145]
- 29 5428 West Van Buren Street -- Disabled Parking Permit Number 128739;
[O2023-2159/O2023-0002146]
- 31 4854 West Belden Avenue -- Disabled Parking Permit Number 131182;
[O2023-1750/O2023-0002147]
- 31 5145 West Altgeld Street -- Disabled Parking Permit Number 131026;
[O2023-2035/O2023-0002153]
- 33 4149 North Troy Street -- Disabled Parking Permit Number 130870;
[O2023-1749/O2023-0002155]

Establishment/Amendment Of Disabled Permit Parking:

- 33 4140 North Sacramento Avenue -- Disabled Parking Permit Number 131137;
[O2023-2195/O2023-0002156]
- 35 2941 North Dawson Avenue -- Disabled Parking Permit Number 130819;
[O2023-1686/O2023-0002157]
- 35 3238 West Diversey Avenue (signs to be posted at 2806 North
Sawyer Avenue) -- Disabled Parking Permit Number 130197;
[O2023-1715/O2023-0002159]
- 35 3305 West Diversey Avenue (signs to be posted at 2747 North
Spaulding Avenue) -- Disabled Parking Permit Number 130948;
[O2023-2189/O2023-0002161]
- 36 2730 North Mobile Avenue (signs to be posted at 2734 North Mobile Avenue)
-- Disabled Parking Permit Number 130697;
[O2023-2161/O2023-0002167]
- 37 5021 West Bloomingdale Avenue -- Disabled Parking Permit Number 130647;
[O2023-1717/O2023-0002166]
- 37 1447 North Lotus Avenue -- Disabled Parking Permit Number 129997;
[O2023-1718/O2023-0002170]
- 40 6132 North Artesian Avenue -- Disabled Parking Permit Number 131322;
[O2023-1748/O2023-0002174]
- 41 6823 North Northwest Highway -- Disabled Parking Permit Number 131164;
[O2023-1687/O2023-0002176]
- 45 6521 West Highland Avenue -- Disabled Parking Permit Number 131455;
[O2023-2064/O2023-0002178]
- 48 6242 North Kenmore Avenue -- Disabled Parking Permit Number 130812;
[O2023-2032/O2023-0002179]
- 49 1700 West Touhy Avenue -- Disabled Parking Permit Number 131028;
[O2023-2004/O2023-0002182]
- 49 7020 North Paulina Street -- Disabled Parking Permit Number 131474;
[O2023-2006/O2023-0002184]
- 50 5731 North Francisco Avenue -- Disabled Parking Permit Number 128843.
[O2023-2188/O2023-0002185]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
13	Repeal Disabled Parking Permit Number 127781 at 5549 South Meade Avenue; [O2023-1995/O2023-0002187]
13	Repeal Disabled Parking Permit Number 119955 at 6321 South Karlov Avenue; [O2023-1996/O2023-0002188]
13	Repeal Disabled Parking Permit Number 313884 at 6515 South Kilpatrick Avenue; [O2023-1997/O2023-0002189]
31	Repeal Disabled Parking Permit Number 89930 at 2344 North Laramie Avenue; [O2023-2166/O2023-0002190]
50	Repeal Disabled Parking Permit Number 92259 at 6509 North Sacramento Avenue. [O2023-1720/O2023-0002191]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING AT 1801 -- 1827 S. PEORIA ST.

[SO2023-0001958]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish a residential permit parking zone at 1801 -- 1827 South Peoria Street,

begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, a portion of the below named street is hereby designated as residential permit parking zone, for the following location:

Ward	Location And Permit Number
25	1801 -- 1827 South Peoria Street (east side) -- Residential Permit Parking Zone 2389 -- at all times -- all days.

[O2023-2181/O2023-0001985]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.

[SO2023-0001998]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
1	West Schubert Avenue and North Sacramento Avenue -- "All Way Stop" sign, stopping all approaches; [O2023-1998/O2023-0002041]
1	West Beach Avenue and North Dean Street -- "All Way Stop" sign, stopping all approaches; [O2023-1999/O2023-0002042]
1	West Augusta Boulevard and North Hoyne Avenue -- "All Way Stop" sign, stopping all approaches; [O2023-2193/O2023-0002045]
1	West Haddon Avenue and North Leavitt Street -- "All Way Stop" sign, stopping all approaches; [O2023-2194/O2023-0002046]
23	South Merrimac Avenue and West 53 rd Street -- "All Way Stop" sign, stopping all approaches; [Or2023-213/OR2023-0002047]
27	North Artesian Avenue and West Hubbard Street -- "All Way Stop" sign, stopping all approaches; [O2023-2031/O2023-0002048]
45	7000 North Mendota Avenue and North Ionia Avenue -- "All Way Stop" sign, stopping all approaches (23-00691418); [O2023-1578/O2023-0002049]
50	North Whipple Street and West Arthur Avenue -- "All Way Stop" sign, stopping all approaches. [Or2023-178/OR2023-0002050]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF FIVE-TON VEHICLE WEIGHT LIMITATION ON PORTIONS OF VARIOUS STREETS.

[SO2023-0001994]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish weight limitation signs on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend weight limitations at the below listed locations:

Ward	Location
40	West Berwyn Avenue, from North Western Avenue to North California Avenue -- 5-ton weight limitation -- at all times -- all days; [O2023-2197/O2023-0002027]
40	West Summerdale Avenue, from North Lincoln Avenue to North California Avenue -- 5-ton weight limitation -- at all times -- all days; [O2023-2198/O2023-0002033]
40	West Farragut Avenue, from North Lincoln Avenue to North California Avenue -- 5-ton weight limitation -- at all times -- all days; [O2023-2199/O2023-0002036]
40	West Catalpa Avenue, from North Western Avenue to North California Avenue -- 5-ton weight limitation -- at all times -- all days; [O2023-2200/O2023-0002039]
40	West Balmoral Avenue, from North Western Avenue to North California Avenue -- 5-ton weight limitation -- at all times -- all days. [O2023-2201/O2023-0002040]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS
AND RECREATION.**

CONVEYANCE OF PROPERTY AT 3024 -- 3040 W. FIFTH AVE. TO NEIGHBORSPACE AND ALLOCATION OF FINANCIAL ASSISTANCE FOR DEVELOPMENT OF ECO ORCHARD NORTH GARDEN.
[O2023-1618/O2023-0001742]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, June 15, 2023.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance for the conveyance of property at 3024 -- 3040 West Fifth Avenue to Neighborspace and allocation of financial assistance for development of Eco Orchard North Garden (O2023-1618), 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 June 15, 2023.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to ordinances adopted by the City Council of the City (the "City Council") on May 17, 2000, as amended by ordinances adopted on May 9, 2012, and December 9, 2015, the City Council: (i) approved a certain redevelopment plan and project

(as amended, the "Redevelopment Plan") for the Midwest Redevelopment Project Area (as amended, the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"); (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, There is a lack of sufficient open space in the City for recreational and aesthetic uses, as documented in the comprehensive plan entitled "CitySpace: An Open Space Plan for Chicago" (the "CitySpace Plan"), and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use; and

WHEREAS, The CitySpace Plan sets forth certain goals and objectives for increasing open space in the City; and

WHEREAS, The City Council finds that the establishment of additional public open space and parkland is essential to the general health, safety and welfare of the City; and

WHEREAS, The City owns eight (8) vacant parcels of real property located in the Redevelopment Area at 3024 -- 3040 West Fifth Avenue, Chicago, Illinois, and legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, By ordinance adopted on March 26, 1996, and published at pages 18969 to 18979 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date (the "Original NeighborSpace Ordinance"), the City authorized the execution of an intergovernmental agreement between the City, the Chicago Park District and the Forest Preserve District of Cook County (the "Original NeighborSpace IGA") to establish NeighborSpace, a not-for-profit corporation, to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace was incorporated under the laws of the State of Illinois on May 29, 1996, exclusively for charitable, scientific and educational purposes, including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City, the Chicago Park District and the Forest Preserve District of Cook County entered into the Original NeighborSpace IGA on or as of January 16, 1997; and

WHEREAS, Following two extensions, the Original NeighborSpace IGA expired on December 1, 2020; and

WHEREAS, Pursuant to an ordinance adopted on May 26, 2021, and published at pages 30443 to 30455 in the *Journal* of such date (the "2021 NeighborSpace Ordinance"), the City, the Chicago Park District and the Forest Preserve District of Cook County entered into a new intergovernmental agreement (the "2021 NeighborSpace IGA") to continue their support of NeighborSpace; and

WHEREAS, The 2021 NeighborSpace IGA commenced on January 1, 2021, and expires on December 31, 2025, subject to an option to extend for an additional five (5) year period upon the mutual agreement of the parties; and

WHEREAS, The primary mission of NeighborSpace is to acquire small open spaces to ensure their continued survival for community use; and

WHEREAS, The Original NeighborSpace Ordinance contemplates that the City would donate, sell or lease land to NeighborSpace, and that NeighborSpace, in turn, would enter into agreements with local groups to use and maintain the land as community gardens or other public open space; and

WHEREAS, The 2021 NeighborSpace Ordinance provides that NeighborSpace will retain the powers to buy, accept donations of, own, lease, hold easements to, and sell real property, and will continue to enter into agreements with local groups for the use and maintenance of open spaces; and

WHEREAS, The City desires to convey the Property to NeighborSpace for the development of a community garden to be known as Eco Orchard North, as depicted in the site plan attached hereto as Exhibit B (the "Project"); and

WHEREAS, After transfer of the Property to NeighborSpace, NeighborSpace will own the Property and the Property will be managed by the community; and

WHEREAS, The City Council finds that the conveyance of the Property to NeighborSpace is in the best interests of the City and is consistent with the CitySpace Plan; and

WHEREAS, The Board of Directors of NeighborSpace approved the acquisition of the Property on November 27, 2018; and

WHEREAS, By a resolution adopted on March 16, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, By a resolution adopted on March 14, 2023, the Community Development Commission authorized the Department of Planning and Development (the "Department") to advertise its intent to negotiate a sale of the Property to NeighborSpace and to request alternative proposals, and recommended the sale of the Property to NeighborSpace if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with the NeighborSpace proposal; and

WHEREAS, Public notices advertising the Department's intent to sell the Property to NeighborSpace and requesting alternative proposals appeared in the *Chicago Tribune* on February 10, February 17 and March 3, 2023; and

WHEREAS, No other responsive proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, Pursuant to an ordinance passed by the City Council on October 27, 2021, and published in the *Journal* for such date at pages 40213 through 40503, inclusive, and published in pamphlet form on November 5, 2021, which amended an ordinance passed by the City Council on November 24, 2020, and published in the *Journal* for such date at pages 24643 through 24723, inclusive, and published in pamphlet form on December 3, 2020 (together, the "CRP Bond Ordinance"), the City indicated its intention to issue bonds (the "CRP Bonds") and appropriated funds from Fund Number 100 (the "Corporate Funds") to be used for the purposes identified by the CRP Bond Ordinance (the "CRP New Money Purposes"), with the expectation that the proceeds of the CRP Bonds, when issued, will reimburse the Corporate Funds used for the CRP New Money Purposes; and

WHEREAS, Pursuant to an ordinance passed by the City Council on October 11, 2017, and published in the *Journal* for such date at pages 55903 through 55915, inclusive (the "STSC Ordinance"), as amended by an ordinance passed by the City Council on January 18, 2023, and published in the *Journal* for such date at pages 59124 through 59349, inclusive (the "STSC Reimbursement Ordinance" and together with the STSC Ordinance, the "STSC Bond Ordinance"), the City authorized the Sales Tax Securitization Corporation ("STSC") to issue bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds, when issued, will reimburse the Corporate Funds used for the purposes identified in the STSC Reimbursement Ordinance (the "STSC New Money Purposes"); and

WHEREAS, As part of the funding of the Project, the City intends to grant CRP Bonds and/or STSC Bonds (the "City Grant") in an amount not to exceed \$160,000 to NeighborSpace for the purpose of funding the Project, which will provide open space and recreational facilities for the benefit of the East Garfield Park Community Area; and

WHEREAS, The City has also previously approved funding for the Project from fees collected under the City's Open Space Impact Fee Ordinance; now, therefore,

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

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

SECTION 2. The City hereby approves the conveyance of the Property to NeighborSpace in its "as is" condition for the sum of One Dollar (\$1.00).

SECTION 3. The Mayor or his or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk, is authorized to attest, a quitclaim deed ("Deed") conveying the Property to NeighborSpace. The Deed shall include the following covenant running with the land, or language substantially similar and acceptable to the Corporation Counsel:

NeighborSpace shall use, or permit the use, of the Property as open space only, including, without limitation, as a community garden. The City, acting through the Commissioner of the City's Department of Planning and Development, or any successor department thereto, shall have authority to release this covenant upon the request of NeighborSpace. If NeighborSpace uses, or permits the use, of the Property for any other purpose, without first obtaining a release of this covenant, the City may re-enter and take possession of the Property, terminate the estate conveyed to NeighborSpace, and re-vest title to the Property in the City.

SECTION 4. In addition to the foregoing covenant, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against NeighborSpace and NeighborSpace's successors and assigns in perpetuity (unless a shorter period is expressly stated below):

1. "As Is", "Where Is" And "With All Faults" Conveyance. NeighborSpace acknowledges that NeighborSpace has had an opportunity to inspect the Property and is relying solely upon NeighborSpace's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. NeighborSpace accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). NeighborSpace acknowledges and agrees that the Property is being conveyed, and NeighborSpace accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition, without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property (or any improvements thereon), its compliance with any Laws, or the suitability or merchantability of the Property for any purpose whatsoever. NeighborSpace acknowledges and agrees that NeighborSpace is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

2. Environmental Requirements. Prior to the commencement of construction on the Property, NeighborSpace shall satisfy the following environmental requirements:

(a) Definitions. As used herein, the following terms shall have the following meanings:

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

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for NeighborSpace (or otherwise obtained by NeighborSpace) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

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

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

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

“IEPA” means the Illinois Environmental Protection Agency.

“Laws” means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders, permits, licenses, authorizations, or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, injunctions, consent decrees or judgments.

"Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"RACR" means the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP" means the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP Approval Letter" means a letter from the IEPA approving the RAP.

"Releasing Party(ies)" is defined in subsection (e).

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive Residential NFR Letter for the Property, or the applicable portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

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

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to this section.

“UST(s)” is defined in subsection (d).

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

(b) Site Remediation Program. NeighborSpace has obtained a Phase I Environmental Site Assessment of the Property and performed follow-up Phase II testing which disclosed the presence of contaminants exceeding residential remediation objectives, as determined by 35 Ill. Adm. Code Part 742. NeighborSpace covenants and agrees to enroll the Property in the SRP and take all necessary and proper steps to obtain a RAP Approval Letter. NeighborSpace acknowledges and agrees that construction on the Property may not commence until the IEPA issues, and AIS approves, the RAP Approval Letter.

(c) Remediation Work. Upon receipt of the RAP Approval Letter for the Property, NeighborSpace covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and NeighborSpace’s estimate of the cost to perform the Remediation Work. NeighborSpace shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. NeighborSpace shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. NeighborSpace acknowledges and agrees that that the City will not issue a Certificate of Completion, nor may NeighborSpace request or accept a Certificate of Occupancy for the Project, until the IEPA has issued, AIS has approved (which approval will not be unreasonably withheld), and NeighborSpace has recorded a Final Comprehensive Residential NFR Letter for the Property with the Cook County Clerk’s Office. If NeighborSpace fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, then the City shall have the right to record a notice of default against the Property. NeighborSpace must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

(d) Additional Requirements. NeighborSpace shall remove any soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305. If encountered, any underground storage tanks (“USTs”) must be removed and closed in accordance

with applicable regulations, including 41 Ill. Adm. Code Part 175, and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code Part 734. NeighborSpace shall also abandon any permanent wells pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code Part 920).

(e) Release. Without limiting any other provisions hereof, NeighborSpace, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them (each, a "Releasing Party" and collectively, the "Releasing Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees, from and against any and all Losses which NeighborSpace or any of the Releasing Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of the Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration, escape, seepage, leakage, spillage, emission, discharge or release of Hazardous Substances or Other Regulated Material from the Property to other real property or from other real property to the Property; (iii) any actual or asserted violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 6901, et seq.; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon.

(f) Release Runs With The Land. The covenant of release in subsection (g) above shall run with the Property and shall be binding upon all successors and assigns of NeighborSpace with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through NeighborSpace following the date of the Deed. NeighborSpace acknowledges and agrees that, but for such release, the City would not have agreed to convey the

Property to NeighborSpace. It is expressly agreed and understood by and between NeighborSpace and the City that, should any future obligation of NeighborSpace or any other Releasing Party arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither NeighborSpace nor any other Releasing Party shall assert that those obligations must be satisfied in whole or in part by the City because subsection (g) contains a full, complete and final release of all such claims.

SECTION 5. The Commissioner of the Department, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits, and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be effective as of the date of its passage and approval.

[Exhibit "B" referred to in this ordinance printed
on page 963 of this *Journal*.]

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

Exhibit "A".

Legal Description.

(Subject To Final Survey And Title Commitment)

Parcel 1:

Lot 24 in Block 2 in S.E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, lying north of the Barry Point Road, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3040 West Fifth Avenue
Chicago, Illinois.

Permanent Index Number:

16-13-101-034.

Parcel 2:

Lot 25 in Block 2 in S.E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, lying north of the Barry Point Road, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3038 West Fifth Avenue
Chicago, Illinois.

Permanent Index Number:

16-13-101-035.

Parcel 3:

Lot 26 in Block 2 in S.E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, lying north of the Barry Point Road, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3036 West Fifth Avenue
Chicago, Illinois.

Permanent Index Number:

16-13-101-036.

Parcel 4:

Lot 27 in Block 2 in S.E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, lying north of the Barry Point Road, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3034 West Fifth Avenue
Chicago, Illinois.

Permanent Index Number:

16-13-101-037.

Parcel 5:

Lot 28 in Block 2 in S.E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, lying north of the Barry Point Road, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3032 West Fifth Avenue
Chicago, Illinois.

Permanent Index Number:

16-13-101-038.

Parcel 6:

Lot 29 in Block 2 in S.E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, lying north of the Barry Point Road, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3028 West Fifth Avenue
Chicago, Illinois.

Permanent Index Number:

16-13-101-039.

Parcel 7:

Lot 30 in Block 2 in S.E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, lying north of the Barry Point Road, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3026 West Fifth Avenue
Chicago, Illinois.

Permanent Index Number:

16-13-101-040.

Parcel 8:

Lot 31 in Block 2 in S.E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, lying north of the Barry Point Road, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3024 West Fifth Avenue
Chicago, Illinois.

Permanent Index Number:

16-13-101-041.

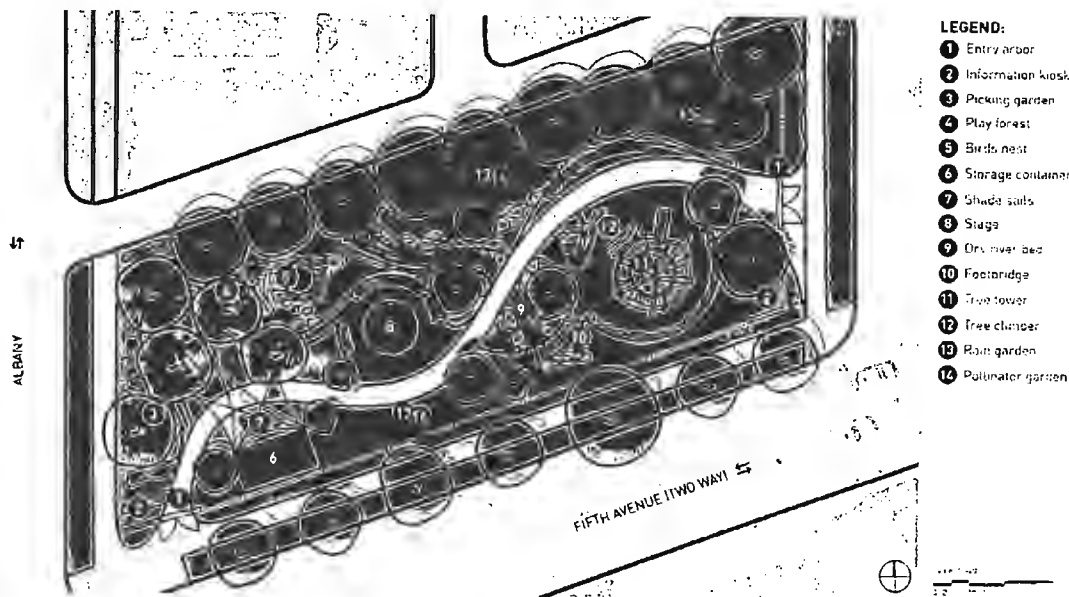
Exhibit "B".

Site Plan.

Eco Orchard North.

FAIR GAKFIELD PARK FAMILY GATHERING SPACE

SITE PLAN



CONVEYANCE OF PROPERTY AT 3302 -- 3326 E. 92ND ST. TO NEIGHBORSPACE
AND ALLOCATION OF FINANCIAL ASSISTANCE FOR DEVELOPMENT OF
CALUMET GATEWAY GARDEN.

[O2023-1617/O2023-0001739]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, June 15, 2023.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance for the conveyance of property at 3302 -- 3326 East 92nd Street to Neighborspace and allocation of financial assistance for development of Calumet Gateway Garden (O2023-1617), 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 June 15, 2023.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to ordinances adopted by the City Council of the City (the "City Council") on April 12, 2000, the City Council: (i) approved a certain redevelopment plan and project (the "Redevelopment Plan") for the South Chicago Redevelopment Project Area (the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"); (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, There is a lack of sufficient open space in the City for recreational and aesthetic uses, as documented in the comprehensive plan entitled "CitySpace: An Open Space Plan for Chicago", adopted by the Chicago Plan Commission on September 11, 1997, and adopted by the City Council on May 20, 1998, and appearing on pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date (the "CitySpace Plan"), and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use; and

WHEREAS, The CitySpace Plan sets forth certain goals and objectives for increasing open space in the City; and

WHEREAS, The City Council finds that the establishment of additional public open space and parkland is essential to the general health, safety, and welfare of the City; and

WHEREAS, The City owns ten (10) vacant parcels of real property located in the Redevelopment Area at 3302 -- 3326 East 92nd Street, Chicago, Illinois, and legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, By ordinance adopted on March 26, 1996, and published at pages 18969 to 18979 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date (the "Original NeighborSpace Ordinance"), the City authorized the execution of an intergovernmental agreement between the City, the Chicago Park District and the Forest Preserve District of Cook County (the "Original NeighborSpace IGA") to establish NeighborSpace, a not-for-profit corporation, to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace was incorporated under the laws of the State of Illinois on May 29, 1996, exclusively for charitable, scientific and educational purposes, including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City, the Chicago Park District and the Forest Preserve District of Cook County entered into the Original NeighborSpace IGA on or as of January 16, 1997; and

WHEREAS, Following two extensions, the Original NeighborSpace IGA expired on December 1, 2020; and

WHEREAS, Pursuant to an ordinance adopted on May 26, 2021, and published at pages 30443 to 30455 in the *Journal* of such date (the "2021 NeighborSpace Ordinance"), the City, the Chicago Park District and the Forest Preserve District of Cook County entered into a new intergovernmental agreement (the "2021 NeighborSpace IGA") to continue their support of NeighborSpace; and

WHEREAS, The 2021 NeighborSpace IGA commenced on January 1, 2021, and expires on December 31, 2025, subject to an option to extend for an additional five (5) year period upon the mutual agreement of the parties; and

WHEREAS, The primary mission of NeighborSpace is to acquire small open spaces to ensure their continued survival for community use; and

WHEREAS, The Original NeighborSpace Ordinance contemplates that the City would donate, sell or lease land to NeighborSpace, and that NeighborSpace, in turn, would enter into agreements with local groups to use and maintain the land as community gardens or other public open space; and

WHEREAS, The 2021 NeighborSpace Ordinance provides that NeighborSpace will retain the powers to buy, accept donations of, own, lease, hold easements to, and sell real property, and will continue to enter into agreements with local groups for the use and maintenance of open spaces; and

WHEREAS, The City desires to convey the Property to NeighborSpace for the development of a community garden to be known as Calumet Gateway Garden, as depicted in the site plan attached hereto as Exhibit B (the "Project"); and

WHEREAS, After transfer of the Property to NeighborSpace, NeighborSpace will own the Property and the Property will be managed by the community; and

WHEREAS, The City Council finds that the conveyance of the Property to NeighborSpace is in the best interests of the City and is consistent with the CitySpace Plan; and

WHEREAS, The Board of Directors of NeighborSpace approved the acquisition of the Property on October 1, 2019; and

WHEREAS, By a resolution adopted on March 16, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, By Resolution Number 23-CDC-18 adopted on March 14, 2023, the Community Development Commission authorized the Department of Planning and Development ("DPD") to advertise its intent to negotiate a sale of the Property to NeighborSpace and to request alternative proposals, and recommended the sale of the

Property to NeighborSpace if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if DPD determined in its sole discretion that it was in the best interest of the City to proceed with the NeighborSpace proposal; and

WHEREAS, Public notices advertising DPD's intent to sell the Property to NeighborSpace and requesting alternative proposals appeared in the *Chicago Tribune* on February 10, February 17 and March 3, 2023; and

WHEREAS, No other responsive proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, On April 1, 1998, the City Council adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the City's Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance) in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected, and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the Fee-Paying Developments built in the South Chicago Community Area have deepened the already significant deficit of open space in the South Chicago Community Area, which deficit was documented in the CitySpace Plan; and

WHEREAS, DPD desires to grant Open Space Fees in an amount not to exceed \$75,131 to NeighborSpace for the purpose of funding the Project, which will provide enhanced open space and recreational facilities for the benefit of the residents of the South Chicago Community Area; and

WHEREAS, DPD and NeighborSpace have agreed to enter into a grant agreement (the "OSIF Agreement") whereby DPD shall pay for or reimburse NeighborSpace for a portion of the Project costs; and

WHEREAS, NeighborSpace has agreed to use the proceeds from the Open Space Fees for environmental and greening costs relating to the Project subject to the terms and conditions specified in the OSIF Agreement; and

WHEREAS, DPD has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific funds set up by DOF for the corresponding Community Areas in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council: (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize DPD to enter into the OSIF Agreement; and

WHEREAS, Pursuant to an ordinance passed by the City Council on October 27, 2021, and published in the *Journal* for such date at pages 40213 through 40503, inclusive, and published in pamphlet form on November 5, 2021, which amended an ordinance passed by the City Council on November 24, 2020, and published in the *Journal* for such date at pages 24643 through 24723, inclusive, and published in pamphlet form on December 3, 2020 (together, the "CRP Bond Ordinance"), the City indicated its intention to issue bonds (the "CRP Bonds") and appropriated funds from Fund Number 100 (the "Corporate Funds") to be used for the purposes identified by the CRP Bond Ordinance (the "CRP New Money Purposes"), with the expectation that the proceeds of the CRP Bonds, when issued, will reimburse the Corporate Funds used for the CRP New Money Purposes; and

WHEREAS, Pursuant to an ordinance passed by the City Council on October 11, 2017, and published in the *Journal* for such date at pages 55903 through 55915, inclusive (the "STSC Ordinance"), as amended by an ordinance passed by the City Council on January 18, 2023, and published in the *Journal* for such date at pages 59124 through 59349, inclusive (the "STSC Reimbursement Ordinance" and together with the STSC Ordinance, the "STSC Bond Ordinance"), the City authorized the Sales Tax Securitization Corporation ("STSC") to issue bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds, when issued, will reimburse the Corporate Funds used for the purposes identified in the STSC Reimbursement Ordinance (the "STSC New Money Purposes"); and

WHEREAS, As part of the funding of the Project, the City intends to grant CRP Bonds and/or STSC Bonds (the "City Grant") in an amount not to exceed \$500,000 to NeighborSpace for the purpose of funding the Project, which will provide open space and recreational facilities for the benefit of the South Chicago Community Area; now, therefore,

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

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

SECTION 2. The City hereby approves the conveyance of the Property to NeighborSpace in its "as is" condition for the sum of One Dollar (\$1.00).

SECTION 3. The Mayor or his or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk, is authorized to attest, a quitclaim deed ("Deed") conveying the Property to NeighborSpace. The Deed shall include the following covenant running with the land, or language substantially similar and acceptable to the Corporation Counsel:

NeighborSpace shall use, or permit the use, of the Property as open space only, including, without limitation, as a community garden. The City, acting through the Commissioner of the City's Department of Planning and Development, or any successor department thereto, shall have authority to release this covenant upon the request of NeighborSpace. If NeighborSpace uses, or permits the use, of the Property for any other purpose, without first obtaining a release of this covenant, the City may re-enter and take possession of the Property, terminate the estate conveyed to NeighborSpace, and revert title to the Property in the City.

SECTION 4. In addition to the foregoing covenant, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the Property, and which shall run with the land and be binding upon and enforceable against NeighborSpace and NeighborSpace's successors and assigns in perpetuity (unless a shorter period is expressly stated below):

1. "As Is", "Where Is" And "With All Faults" Conveyance. NeighborSpace acknowledges that NeighborSpace has had an opportunity to inspect the Property and is relying solely upon NeighborSpace's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. NeighborSpace accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). NeighborSpace acknowledges and agrees that the Property is being conveyed, and NeighborSpace accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition, without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property (or any improvements thereon), its compliance with any Laws, or the suitability or merchantability of the Property for any purpose whatsoever. NeighborSpace acknowledges and agrees that NeighborSpace is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

2. Environmental Requirements. NeighborSpace shall satisfy the following environmental requirements in connection with the construction of the Project:

(a) Definitions. As used herein, the following terms shall have the following meanings:

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

“Environmental Documents” means all reports, surveys, field data, correspondence and analytical results prepared by or for NeighborSpace (or otherwise obtained by NeighborSpace) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

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

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

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

“IEPA” means the Illinois Environmental Protection Agency.

“Laws” means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders, permits, licenses, authorizations, or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, injunctions, consent decrees or judgments.

“Losses” means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys’ fees and expenses, consultants’ fees and expenses and court costs).

“Other Regulated Material” means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

“RACR” means the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

“RAP” means the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

“RAP Approval Letter” means a letter from the IEPA approving the RAP.

“Releasing Party(ies)” is defined in subsection (e).

“Remediation Work” means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive Residential NFR Letter for the Property, or the applicable portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

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

“SRP Documents” means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to this section.

“UST(s)” is defined in subsection (d).

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

(b) Site Remediation Program. NeighborSpace has obtained a Phase I Environmental Site Assessment of the Property and performed follow-up Phase II testing which disclosed the presence of contaminants exceeding residential remediation objectives, as determined by 35 Ill. Adm. Code Part 742. NeighborSpace covenants and agrees to enroll the Property in the SRP and take all necessary and proper steps to obtain a RAP Approval Letter. NeighborSpace acknowledges and agrees that construction on the Property may not commence until the IEPA issues, and AIS approves, the RAP Approval Letter.

(c) Remediation Work. Upon receipt of the RAP Approval Letter for the Property, NeighborSpace covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and NeighborSpace’s estimate of the cost to perform the Remediation Work. NeighborSpace shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. NeighborSpace shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. NeighborSpace acknowledges and agrees that that the City will not issue a Certificate of Completion, nor may NeighborSpace request or accept a Certificate of Occupancy

for the Project, until the IEPA has issued, AIS has approved (which approval will not be unreasonably withheld), and NeighborSpace has recorded a Final Comprehensive Residential NFR Letter for the Property with the Cook County Clerk's Office. If NeighborSpace fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, then the City shall have the right to record a notice of default against the Property. NeighborSpace must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

(d) Additional Requirements. NeighborSpace shall remove any soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305. If encountered, any underground storage tanks ("USTs") must be removed and closed in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code Part 734. NeighborSpace shall also abandon any permanent wells pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code Part 920).

(e) Release. Without limiting any other provisions hereof, NeighborSpace, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them (each, a "Releasing Party" and collectively, the "Releasing Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees, from and against any and all Losses which NeighborSpace or any of the Releasing Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of the Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration, escape, seepage, leakage, spillage, emission, discharge or release of Hazardous Substances or Other Regulated Material from the Property to other real property or from other real property to the Property; (iii) any actual or asserted violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 6901, et seq.; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon.

(f) Release Runs With The Land. The covenant of release in subsection (g) above shall run with the Property and shall be binding upon all successors and assigns of NeighborSpace with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through NeighborSpace following the date of the Deed. NeighborSpace acknowledges and agrees that, but for such release, the City would not have agreed to convey the Property to NeighborSpace. It is expressly agreed and understood by and between NeighborSpace and the City that, should any future obligation of NeighborSpace or any other Releasing Party arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither NeighborSpace nor any other Releasing Party shall assert that those obligations must be satisfied in whole or in part by the City because subsection (g) contains a full, complete and final release of all such claims.

SECTION 5. The Commissioner of DPD, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits, and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 6. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 7. The Commissioner of DPD is hereby authorized to provide Open Space Fee proceeds to NeighborSpace in an amount not to exceed \$75,131 from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 8. The Commissioner of DPD, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the OSIF Agreement containing such terms as the Commissioner deems necessary, and such other documents as may be necessary to carry out and comply with the provisions of the OSIF Agreement.

SECTION 9. To the extent that any ordinance, resolution, rule, order, or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 10. This ordinance shall be in full force and effect from and after the date of its passage and approval.

[Exhibit "B" referred to in this ordinance printed
on page 976 of this *Journal*.]

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

Exhibit "A".

Legal Description (subject to final survey and title commitment):

Lots 24, 25, 26, 27, 28, 29, 30, 31, 33, 34 and 35 in Block 65 in Calumet and Chicago Canal and Dock Company's Subdivision of parts of Sections 5 and 6 in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3302 -- 3326 East 92nd Street
Chicago, Illinois 60617.

Permanent Index Numbers (PINs):

26-05-113-032;

26-05-113-033;

26-05-113-034;

26-05-113-036;

26-05-113-037;

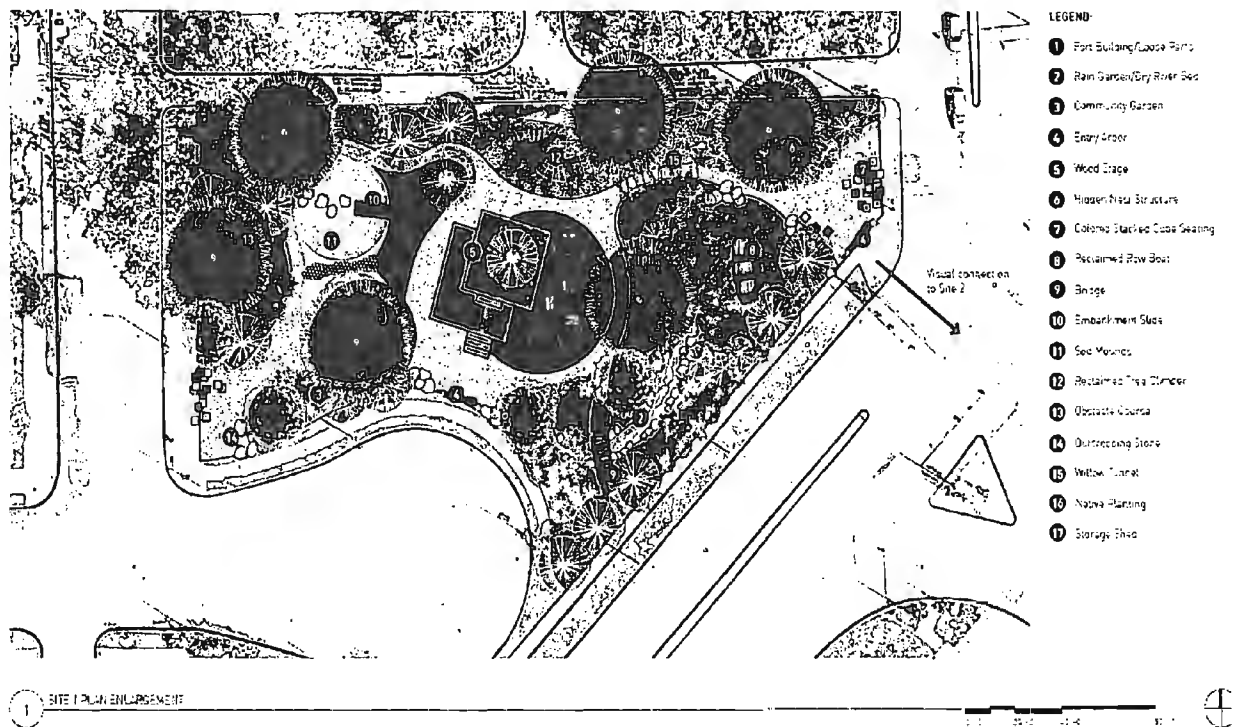
26-05-113-038;

26-05-113-039;

26-05-113-040;

26-05-113-041; and

26-05-113-042.

*Exhibit "B".**Site Plan.**Calumet Gateway Garden.*

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

**APPROVAL OF PLAT OF COLLECTION AT MC CORMICK SQUARE
RESUBDIVISION.**

[O2023-1551/O2023-0001700]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a proposed Collection at McCormick Square Resubdivision, being a subdivision bounded approximately by South Lake Shore Drive, East 16th Street, South Indiana Avenue and East 31st Street for the Metropolitan Pier and Exposition Authority located in the 3rd and 4th Wards. This ordinance was referred to the committee on April 19, 2023.

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

Respectfully submitted,

(Signed) GREG MITCHELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Chicago Department of Transportation, or any of her designees, is each hereby authorized and directed to approve a proposed Collection at McCormick Square Resubdivision, being a resubdivision of certain lots owned by Metropolitan Pier and Exposition Authority, a municipal corporation and body politic of the State of Illinois, in the block approximately bounded by South Lake Shore Drive, East 16th Street, South Indiana Avenue and East 31st Street, and legally described in the attached plat (Exhibit A, CDOT File: 22/27-3/4-21-3962) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. Metropolitan Pier and Exposition Authority acknowledges the presence of certain previously undocumented easements for existing Department of Water Management ("DWM") water and sewer facilities as now reserved for graphically on Exhibit A; and agrees to terms and locations for said easements as detailed in DWM correspondence dated March 17, 2023, hereto attached as Exhibit B. The Metropolitan Pier and Exposition Authority hereby reserves easements in the land herein resubdivided, for the use and benefit of the DWM for existing public mains, sewers and appurtenances and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice on private land, and 24-hour access on previously vacated public right-of-way. Metropolitan Pier and Exposition Authority agrees that no buildings or other structures shall be erected upon the reservation, or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid public facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities. Metropolitan Pier and Exposition Authority agrees to maintain a minimum clearance of forty (40) feet or as identified in Exhibit B, both vertically and horizontally, as centered around said facilities. Metropolitan Pier and Exposition Authority also agrees to maintain existing facilities as detailed in Exhibit B at Metropolitan Pier and Exposition Authority's sole expense. Finally, it is further provided that any expenses related to: (a) Metropolitan Pier and Exposition Authority-prompted adjustments to DWM water facilities within the

area herein resubdivided, or (b) damage to private materials or private property as a result of the City exercising its easement rights, shall be completed and repaired at the sole expense of Metropolitan Pier and Exposition Authority and its successors or assigns.

SECTION 3. The resubdivision herein provided for is made under the express condition that Metropolitan Pier and Exposition Authority and its successors and assigns shall hold harmless, indemnify, and defend the City of Chicago from all claims related to the resubdivision.

SECTION 4 The resubdivision herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Metropolitan Pier and Exposition Authority shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division, a certified copy of this ordinance, together with the full-sized corresponding plat approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication. The resubdivision shall take effect and be in force from and after the recording of the published ordinance and approved plat.

COOT File Number:

22/27-3/4-21-3962.

[Exhibit "A" referred to in this ordinance
printed on pages 984 through
1007 of this *Journal*.]

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

*Exhibit "B".**Department Of Water Management Correspondence
Dated March 17, 2023.*

CITY OF CHICAGO

*

DEPARTMENT OF WATER MANAGEMENT

March 17, 2023

City of Chicago
 Department of Transportation
 Division of Infrastructure Management
 Office of Underground Coordination
 30 North LaSalle Street, 3rd Floor
 Chicago, Illinois 60602

Attn: Mr. Jai Kalayil
Deputy Commissioner

Re: Proposed Subdivision Ordinance
3rd and 4th Wards
For: Metropolitan Pier and Exposition Authority

Proposed subdivision in the area approximately bounded by E. 16th St, S. Lake Shore Drive, E. 31st St, Illinois Central Railroad, Stevenson Expressway, and S. Indiana Ave.

OUC File No. VD-108179

M&P Project No. 22/27-3/4-21-3962

Water Atlas Pages 332, 332PK, 345, 345PK, 359

Sewer Atlas Pages 39-2-16, 39-2-12, 39-1-13, 39-1-09, 39-1-10

Dear Mr. Kalayil:

This letter is in response to your inquiry dated February 5, 2021, concerning the proposed subdivision. This letter applies to the latest version of the McCormick Subdivision, dated September 9, 2022, which includes easements reserved for both water mains and sewers.

I) The Department of Water Management - Water Section

There are extensive public water facilities within the limits of the areas proposed for subdivision. These include water mains within current public ROW that will remain public ROW and water mains installed within lots platted as part of the subdivision.

There are the following water mains, valves, hydrants and other water main appurtenances in the following locations within the subdivision:

1. Lot 3: Approx. 1,000' of 36" water main at various locations;
2. Lot 4: Approx. 650' of 24" water main near the east line of Lot 4 and approx. 825' of 24" water main near the west line of Lot 4;
3. Lot 5: Approx. 125' of 24" water main near the east line of Lot 5 and approx. 120' of 24" water main near the west line of Lot 5;
4. Lot 6: Approx. 2940' of 24" water main near the east, west and north sides of Lot 6;
5. Lot 7: Approx. 160' of 24" water main near the east line of Lot 7;
6. Lots 9 and 10: Approx. 200' of 24" water main along the south line of Lot 9 and north line of Lot 10;

OUC File No. VD-108179

March 17, 2023

Page 2 of 4

7. Lots 12, 13, 14 and 15: Approx. 700' of 24" water main and 2,920' of 12" water main in various locations in these lots;
8. Lot 19: Approx. 1520' of 24" water main in vacated S Prairie Avenue between E Cermak Road and E 24th Place and 230' of 36" water main in the southeast corner of Lot 19

The Plat of Subdivision dated September 9, 2022 shows easements reserved for water. The easements are subject to the conditions in Section III.

All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM standards.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) The Department of Water Management - Sewer Section

Per Exhibit "A" titled McCormick Subdivision, there is a total of twenty-three (23) proposed lots represented as Lot 1 through Lot 23.

PUBLIC SEWERS TO BE MAINTAINED BY THE CITY: Based on sewer records, the following public sewers and associated structures are present within the area proposed for subdivision. These sewers must be retained and maintained.

1. Lot 1: Approx. 250' of 42" sewer from approx. E 30th St to E 31st St.
2. Lot 1: Approx. 660' of 96" sewer from approx. E 29th Pl to approx. E 30th St.
3. Lot 6: Approx. 470' of 150" sewer tunnel on E Cermak Rd from S McCormick Pl Busway to LSD.
4. Lot 7: Approx. 100' of 24" sewer on approx. E 17th St from S LSD to 100' west of S LSD.
5. Lot 7: Approx. 950' of 24" sewer along S LSD from approx. 530' south of E 18th St to approx. 375' north of E 18th St.
6. Lot 12: Approx. 80' of 150" sewer tunnel approx. 20' south of the north line of Lot 12 from the east line of Lot 12 to the west line of Lot 12.
7. Lot 12: Approx. 90' of 72" sewer approx. on S Cermak Rd from vacated S MLK Dr to S McCormick Pl Busway.
8. Lot 15: Approx. 330' of 150" sewer tunnel on E Cermak Rd approx. from S MLK Dr to S McCormick Pl Busway.
9. Lot 15: Approx. 320' of 72" sewer on E Cermak Rd on the northern line of Lot 15 from the east line of Lot 15 to the west line of Lot 15.

See Section III for detailed conditions for the easements for these sewers.

PRIVATE SEWERS TO BE MAINTAINED BY METROPOLITAN PIER AND EXPOSITION AUTHORITY (MPEA): Based on sewer records, the following sewers are serving private properties within the area proposed for subdivision. To approve the proposed subdivision, the beneficiary must assume ownership of these sewers and appurtenances along with any existing flow, which may exist from the area outside of the proposed subdivision. These sewer facilities will be private property of the beneficiary. The beneficiary must

OUC File No. VD-108179
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assume all liability for these facilities and be responsible for all maintenance and repairs for reuse.

1. Lot 6: Approx. 400' of 48" sewer on approx. E 21st St from LSD to the west line of Lot 6.
2. Lot 9: Approx. 120' of 12" sewer on approx. E Cermak Rd east from S McCormick Pl Busway
3. Lot 13: Approx. 10' of 27" sewer from 10' east of the west line of Lot 13 to the west line of Lot 13.
4. Lot 13: Approx. 10' of 24" sewer from 10' east of the west line of Lot 13 to the west line of Lot 13.
5. Lot 17: Approx. 140' of 24" sewer on vacated E 23rd St from vacated S Prairie Ave to S MLK Dr.
6. Lot 18: Approx. 230' of 24" sewer on vacated E 23rd St from vacated S Prairie Ave to S MLK Dr.
7. Lot 19: Approx. 1670' of 12" sewer on vacated S Cottage Grove Ave from S Indiana Ave to E 24th Pl.
8. Lot 19: Approx. 250' of 12" sewer on vacated E 23rd St from S Indiana Ave to vacated S Cottage Grove Ave.
9. Lot 19: Approx. 150' of 24" sewer on vacated E 23rd St from vacated S Cottage Grove Ave to vacated S Prairie Ave.
10. Lot 19: Approx. 570' of 30" sewer on S Prairie Ave from E Cermak Rd to E 23rd St.
11. Lot 19: Approx. 370' of 24" sewer on S Prairie Ave from vacated 23rd St to vacated S Cottage Grove Ave.
12. Lot 19: Approx. 270' of 12" sewer on S Prairie Ave from vacated S Cottage Grove Ave to 24th St.
13. Lot 19: Approx. 350' of 24" sewer on vacated S Prairie Ave from 24th St to 24th Pl.
14. Lot 19: Approx. 400' of 12" sewer on vacated E 24th St from S Indiana Ave to vacated S Prairie Ave.
15. Lot 19: Approx. 260' of 24" sewer on vacated E 24th St from vacated S Prairie Ave to vacated S Cottage Grove Ave.
16. Lot 19: Approx. 160' of 12" sewer on E 24th St from vacated S Cottage Grove Ave to S MLK Dr.
17. Lot 19: Approx. 310' of 24" sewer on approx. S Calumet Ave from vacated E 24th St to E 24th Pl.

If there are any questions regarding the sewer facilities, contact Anupam Verma at Anupam.Verma@CityofChicago.org.

III) Conditions for Sewer and Water Main Easements

The Department of Water Management (DWM) will approve the proposed subdivision, provided all existing easements for the above sewer and water facilities must remain. For any sewer and water facilities listed above without an existing easement, the beneficiary must agree to provide new easements with the conditions below:

- a) For sewers with a diameter of 42" and smaller, there must be a reservation forty (40) feet wide centered at the centerline of the existing public sewer. For sewers with a diameter of 48" and larger, there must be a reservation sixty (60) feet wide centered at the centerline of the existing public sewer.

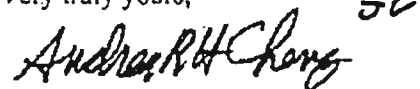
OUC File No. VD-108179

March 17, 2023

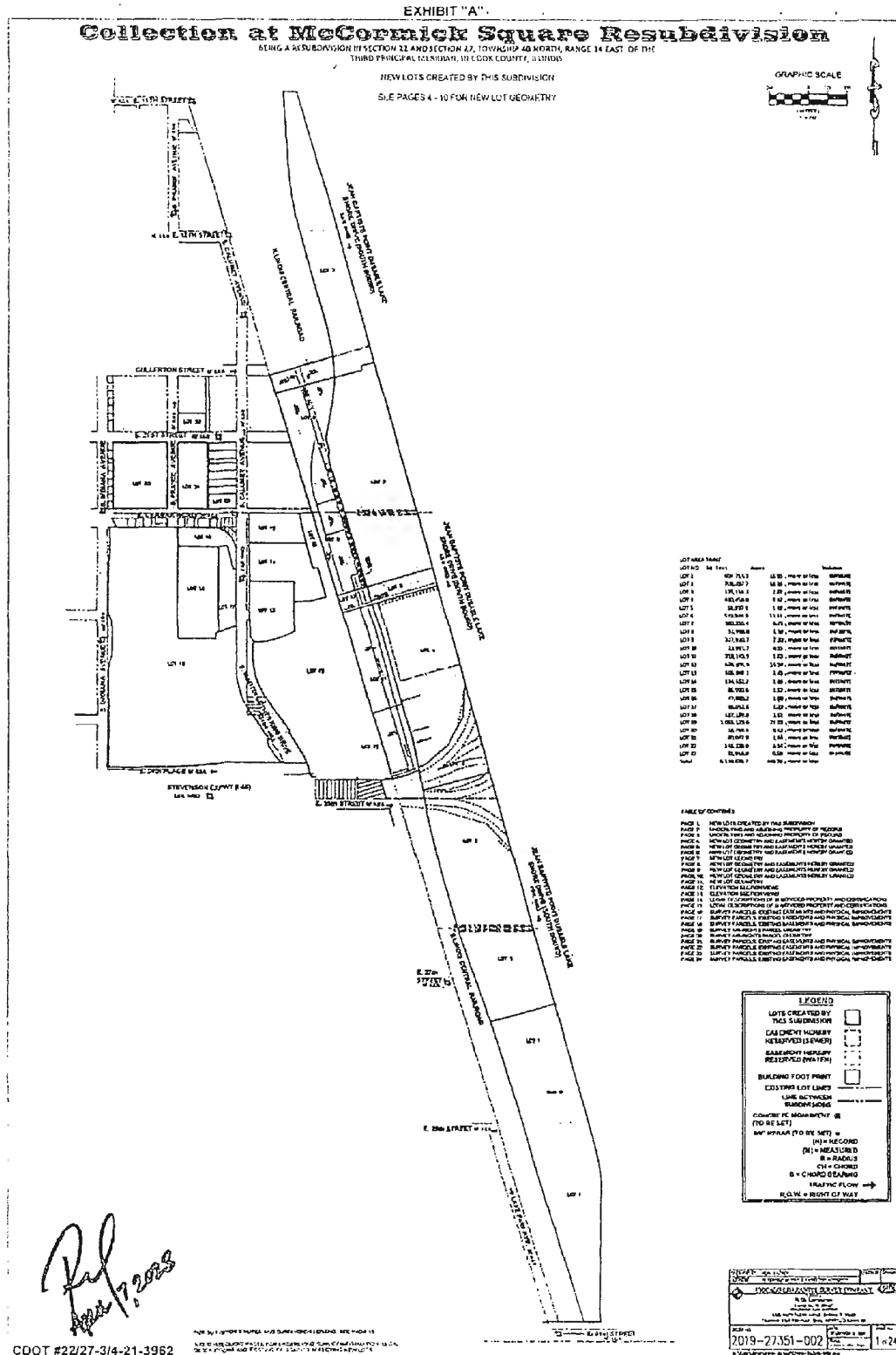
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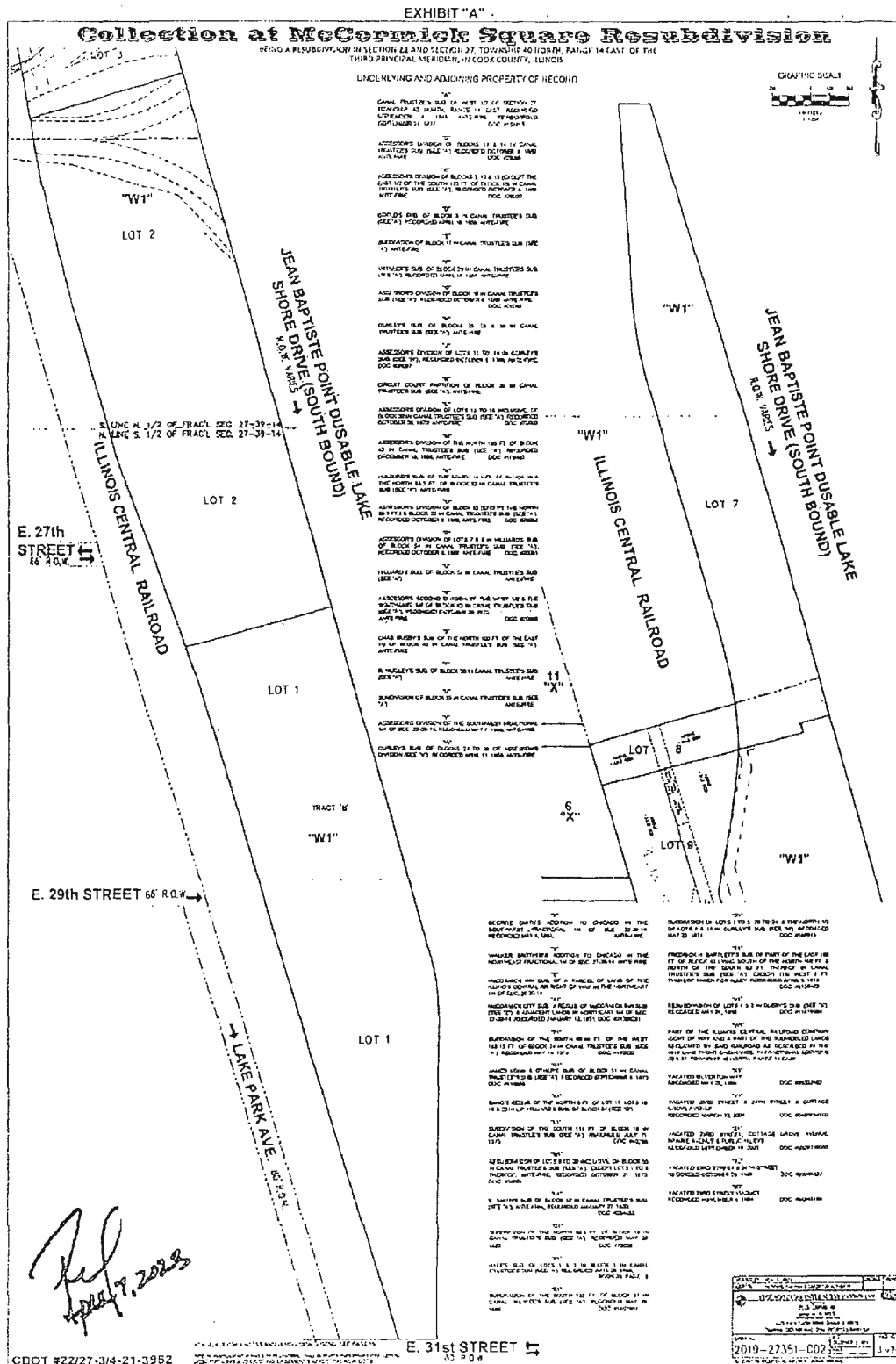
- b) For all water mains, there must be a reservation forty (40) feet wide centered at the centerline of the existing water main.
- c) There must be a minimum of forty (40) feet of vertical clearance from ground level to provide access to construction machinery that would be necessary in the event of a break or if maintenance or relocation were required in the future. For locations under existing structures, the easement must extend vertically to the existing structure above.
- d) No temporary or permanent buildings or other structures shall be erected upon or over the areas where reservations are required.
- e) The DWM must have continuous 24-hour access without any obstructions like fences or bollards to the area where the reservations are required.
- f) It is the beneficiary's responsibility to maintain proper drainage in the areas where reservations are required.
- g) All proposed plans for improvements must be submitted to and approved by the DWM prior to construction.
- h) The beneficiary of the proposed subdivision where the reservations are required must be responsible for the repair, renewal, or replacement of the physical improvements on the areas to be reserved, which may be damaged in connection with the maintenance and repair, or replacement of the sewer facilities and appurtenances.
- i) Any adjustments to DWM facilities in the areas where reservations are required must be paid by the beneficiary.

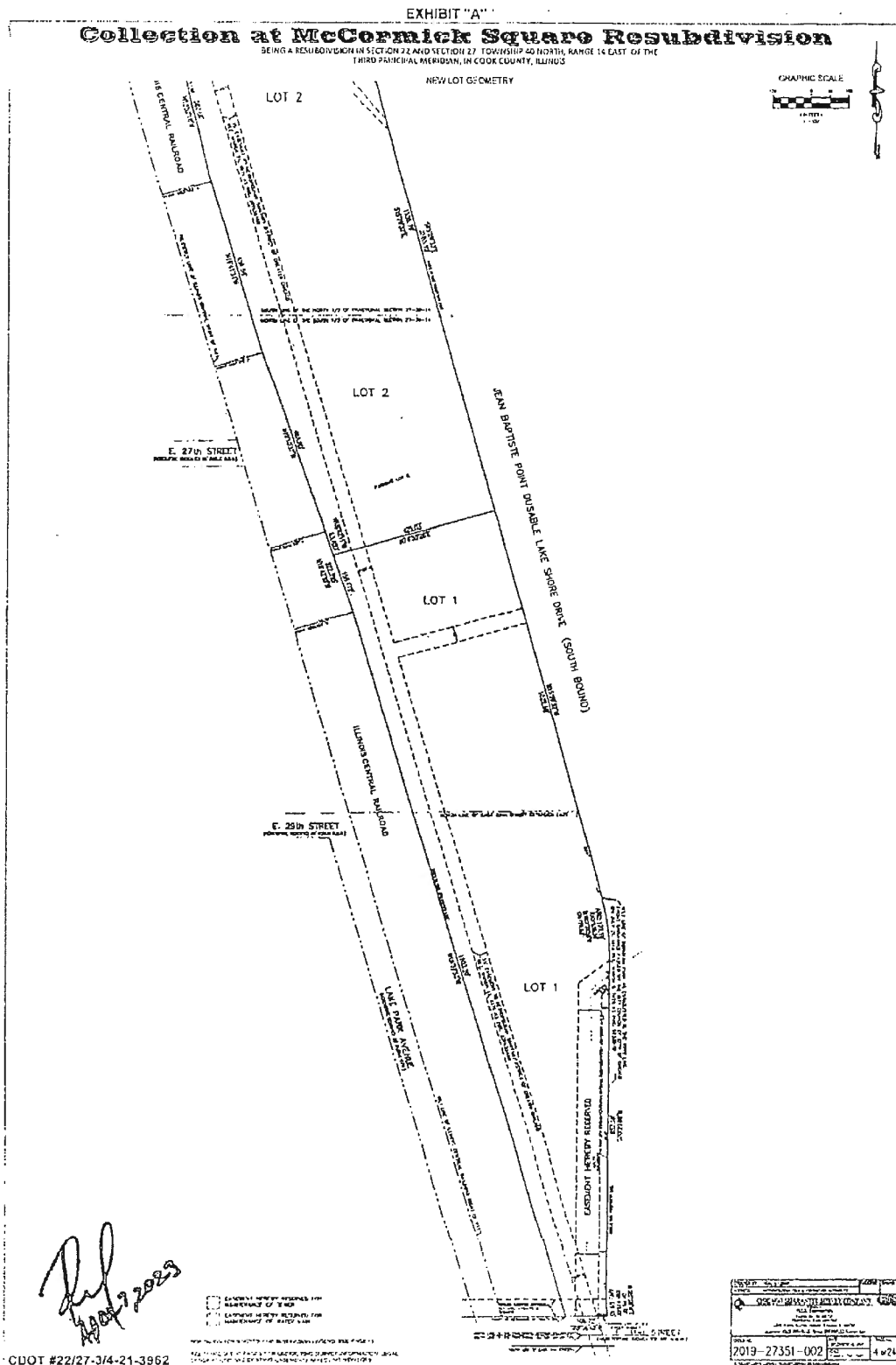
Very truly yours,

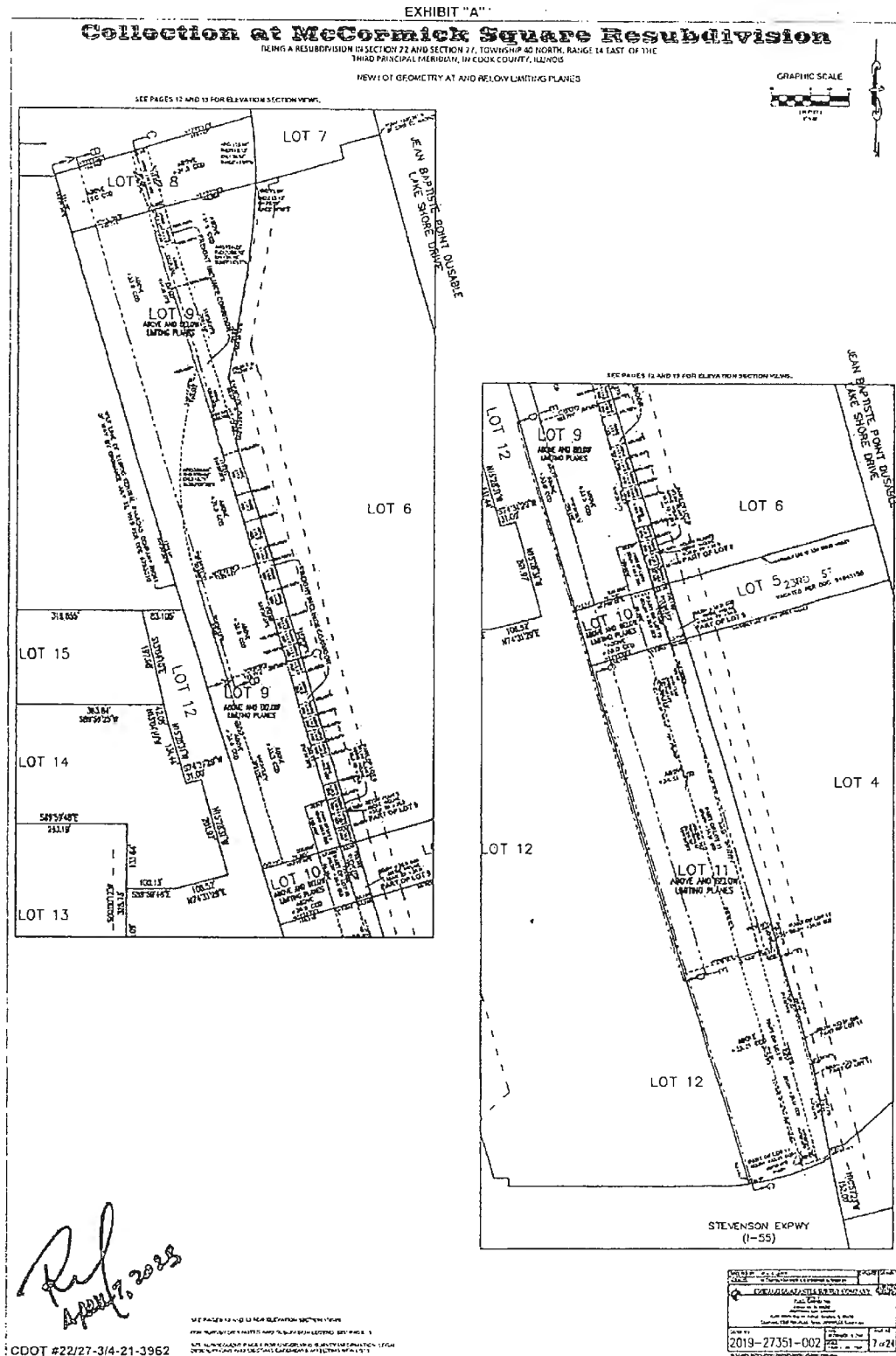
A handwritten signature in black ink, reading "Andrea R.H. Cheng" with a stylized flourish at the end.

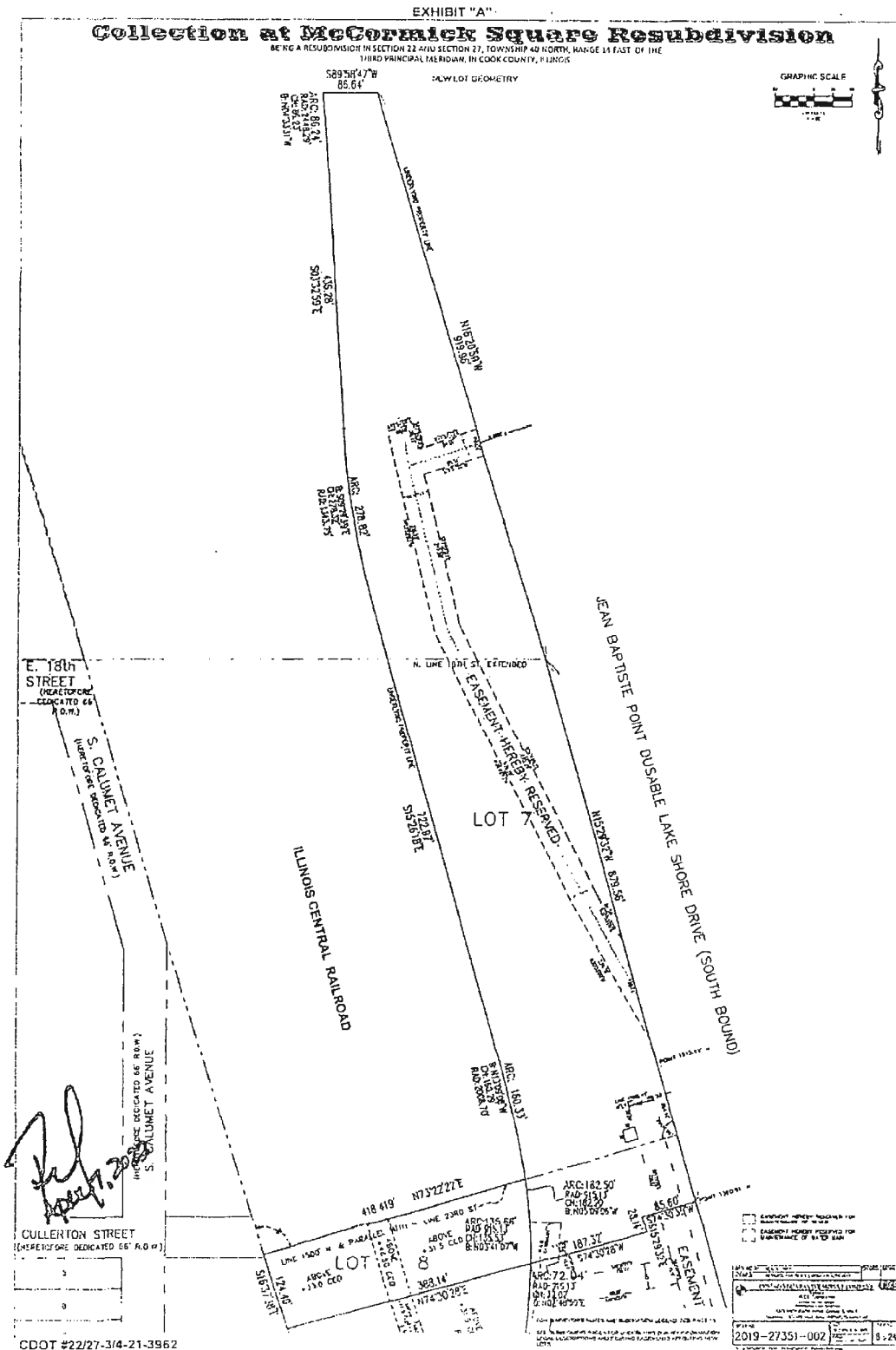
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner

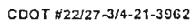


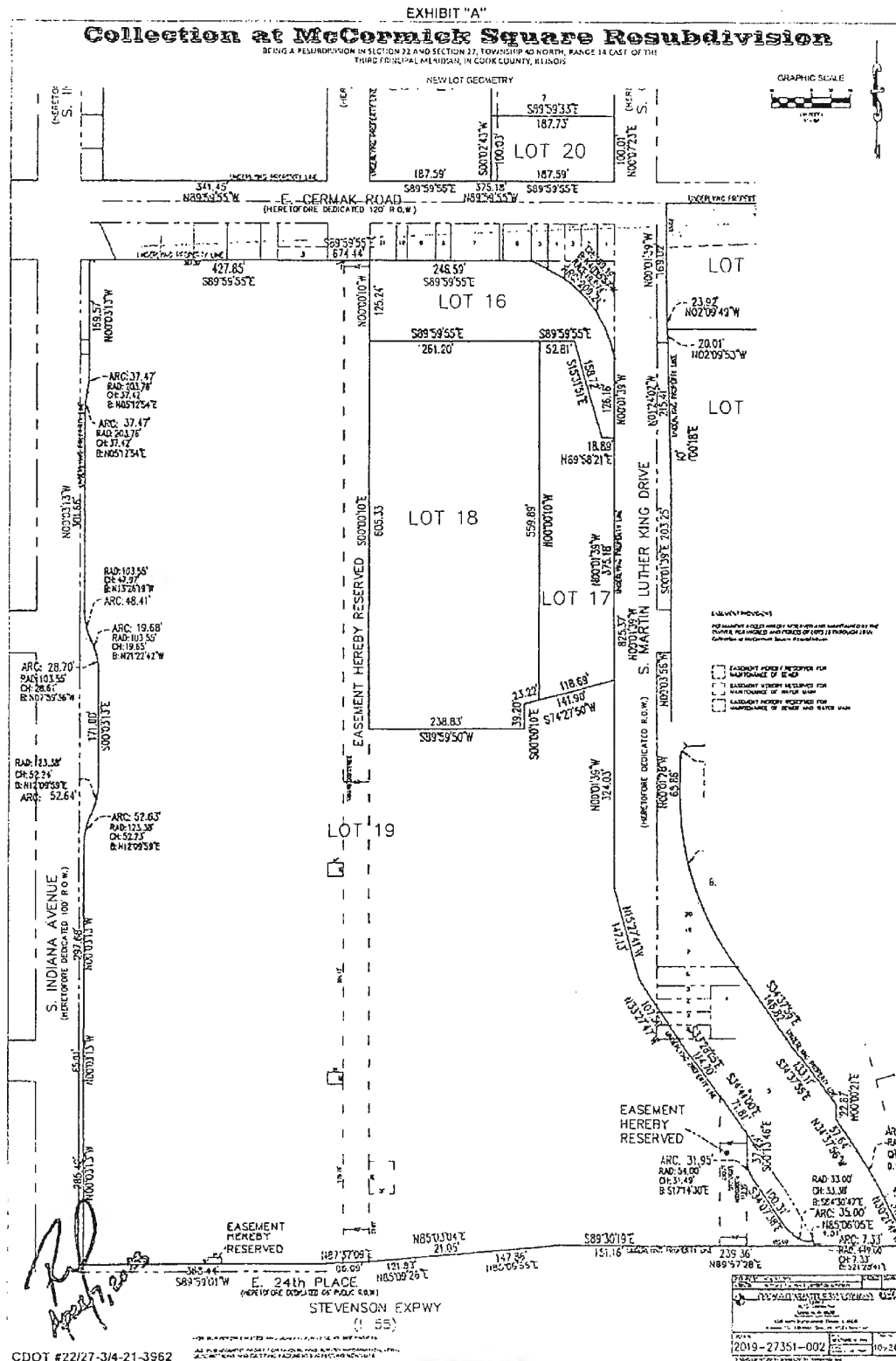


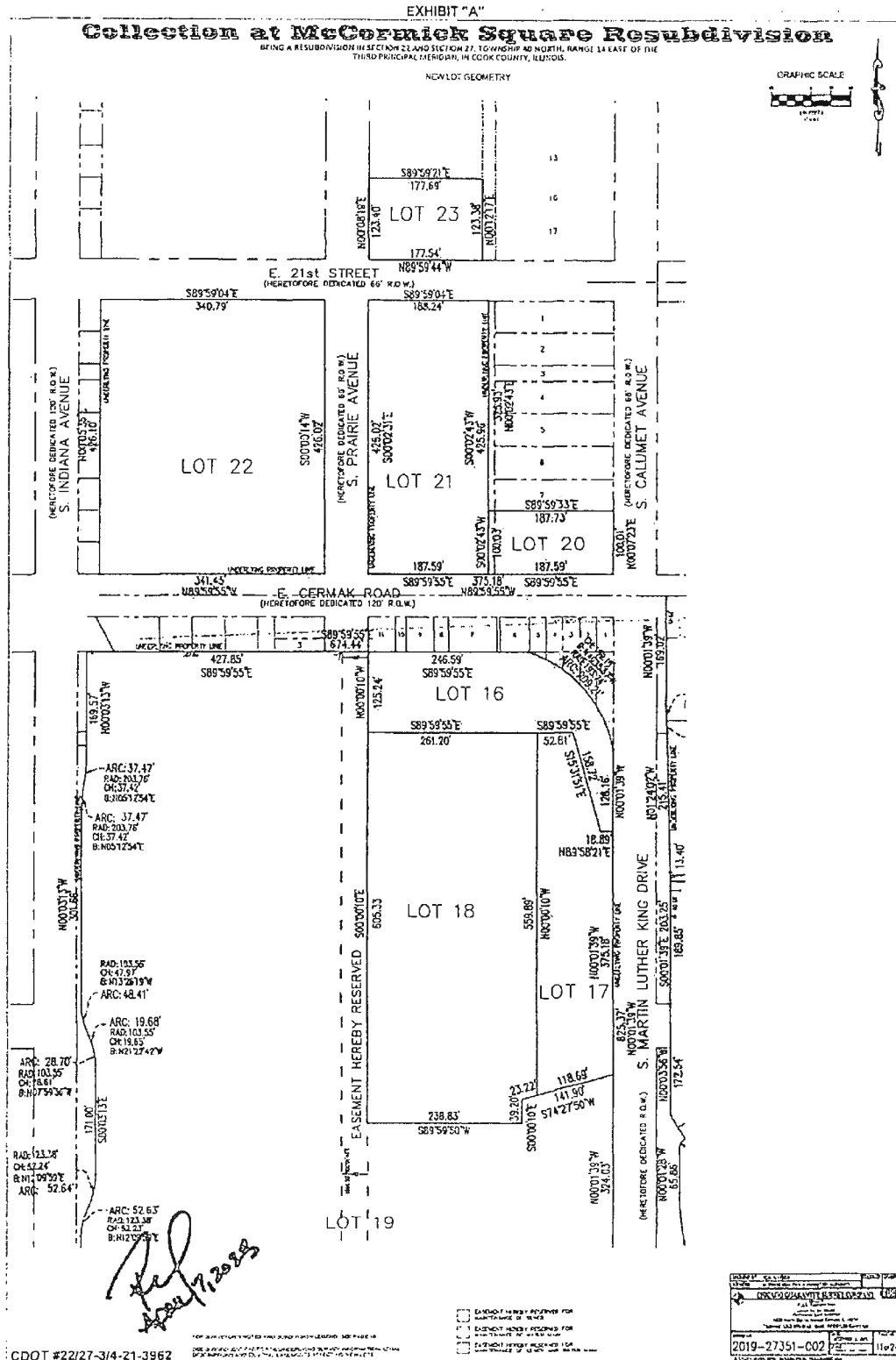


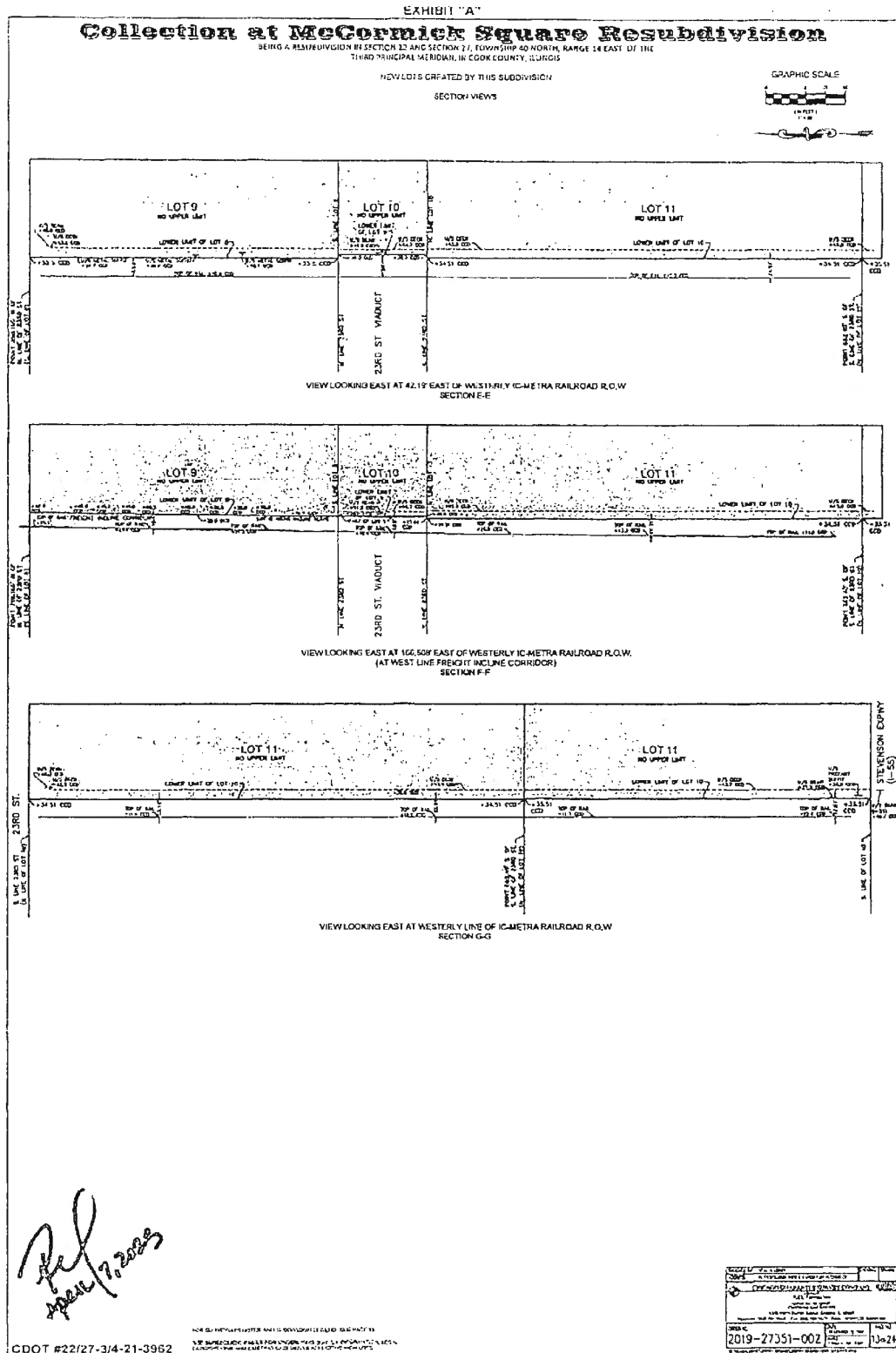


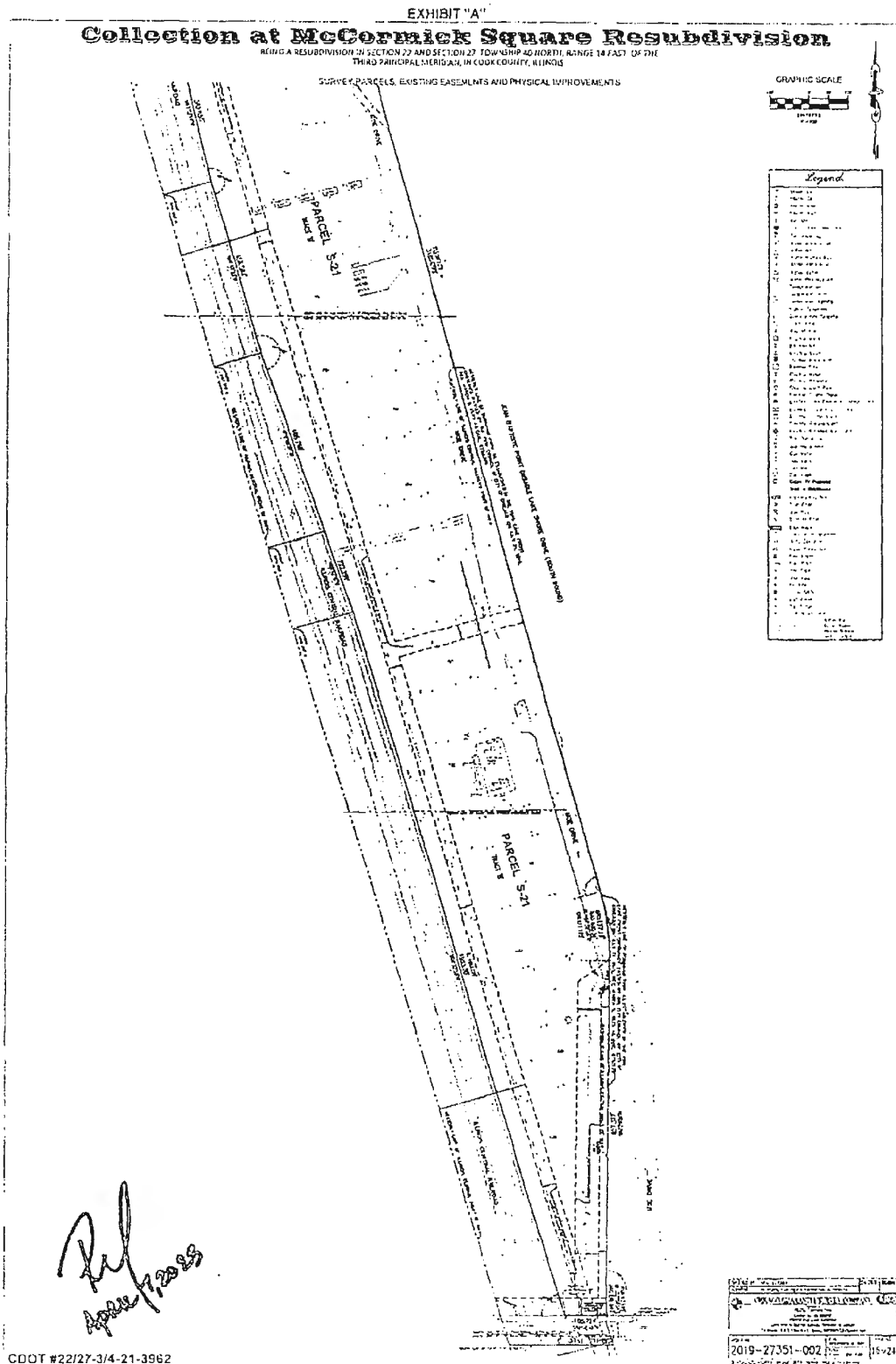


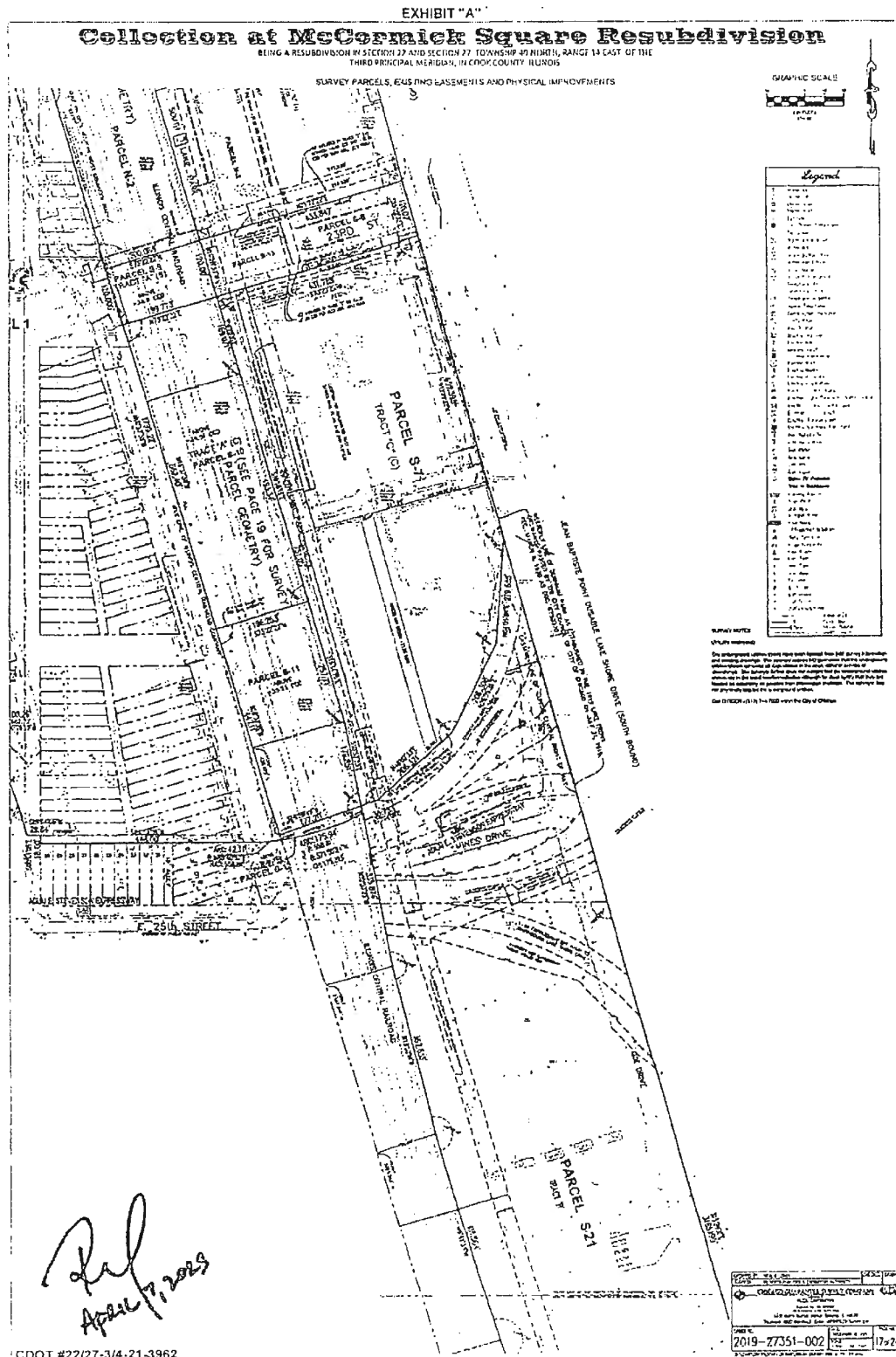


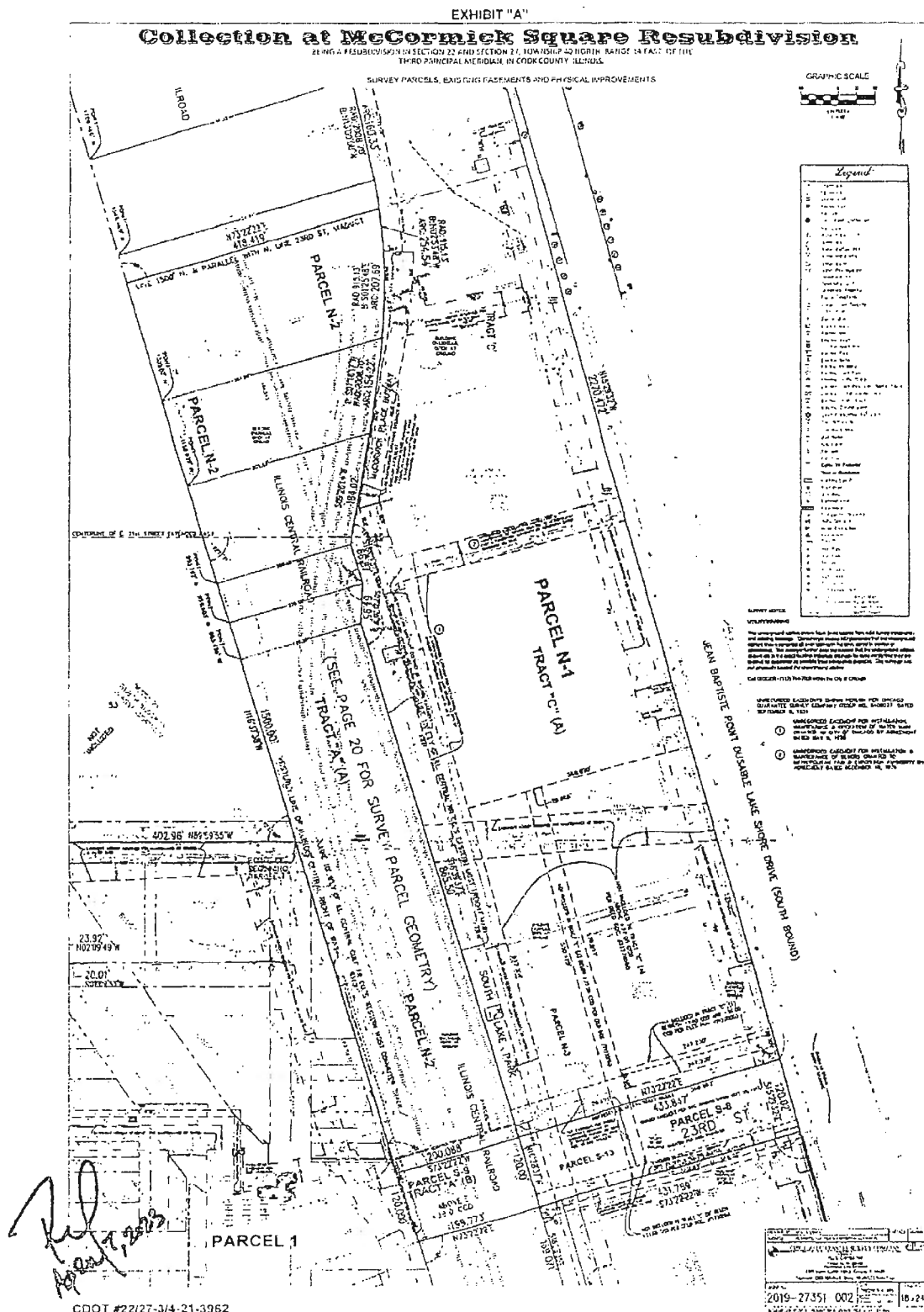


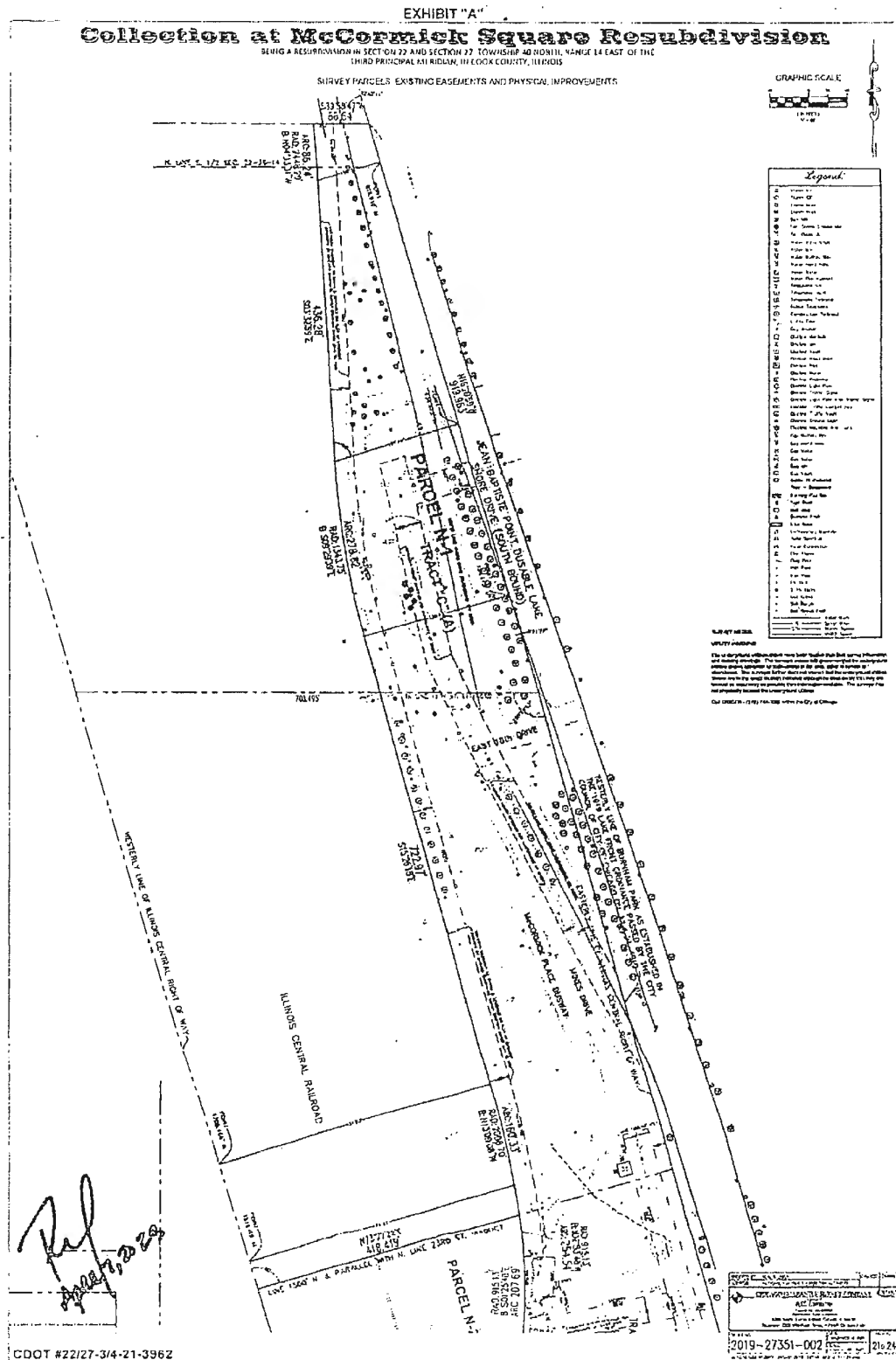


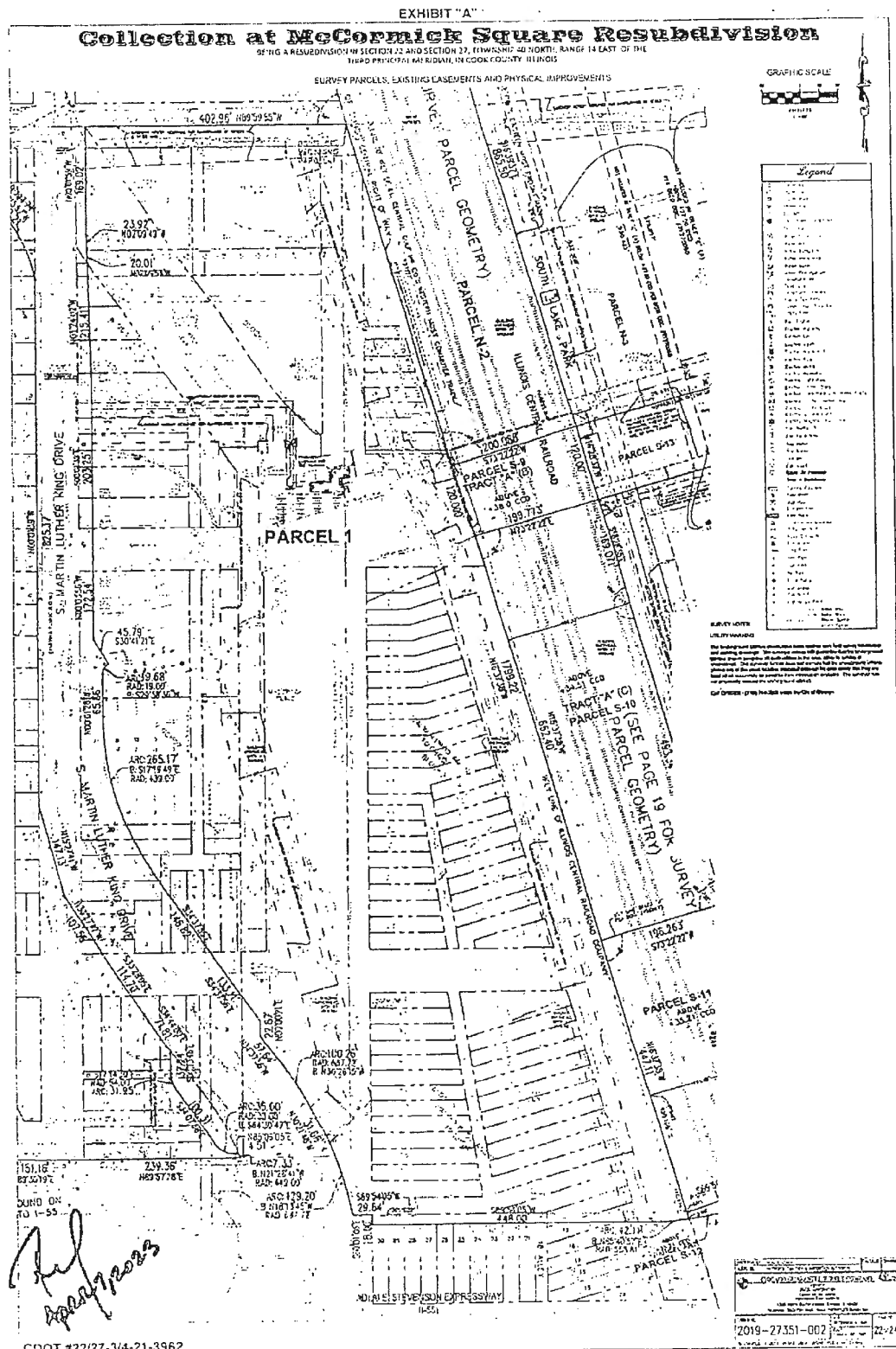


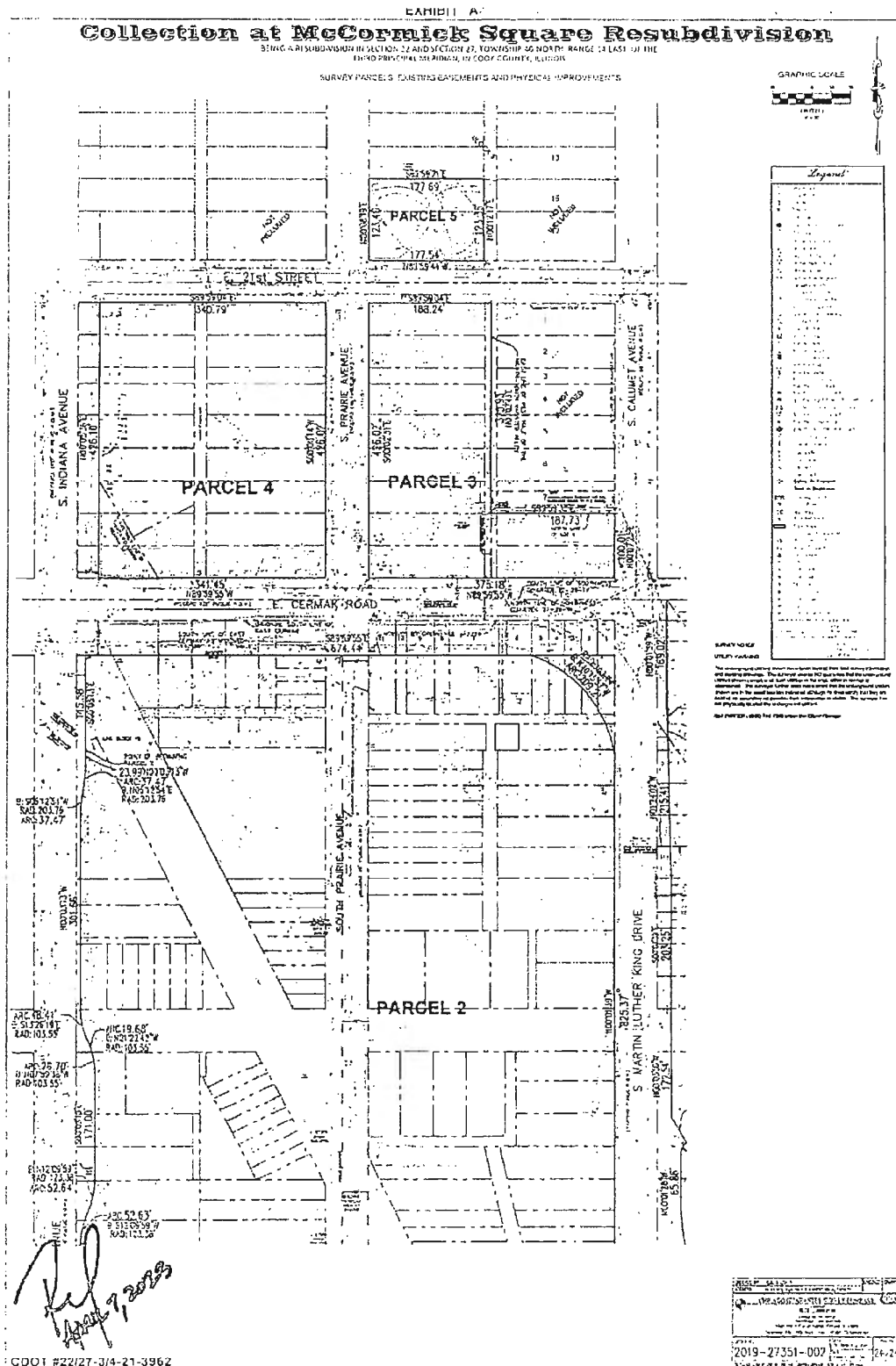












VACATION OF PORTION OF EAST/WEST PUBLIC ALLEY IN AREA BOUNDED BY
S. BRANDON AVE., E. 92ND ST., S. BURLEY AVE. AND E. 93RD ST.

[O2023-1549/O2023-0001701]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a vacation of a portion of an east/west public alley in the area bounded by East 92nd Street, East 93rd Street, South Brandon Avenue and South Burley Avenue located in the 10th Ward. This ordinance was referred to the committee on April 19, 2023.

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

Respectfully submitted,

(Signed) GREG MITCHELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The properties at 3211, 3223 and 3227 East 92nd Street and at 9216, 9220, 9224 and 9238 South Burley Avenue are owned by the City; and

WHEREAS, The City's Community Development Commission, pursuant to Resolution Number 22-CDC-31, approved on July 12, 2022, recommended that the City Council designate SACRED Apartments Developer LLC ("Successor Developer") as the developer of an affordable housing complex on the aforementioned City-owned property and that the City's Department of Planning and Development ("DPD") be authorized to negotiate, execute and deliver on the City's behalf a redevelopment agreement with Successor Developer for such development, so long as no responsive alternative proposals are timely received by the City, or DPD in its sole discretion determines that Successor Developer's proposal is the best proposal; and

WHEREAS, The properties at 3215 -- 3219 and 3229 East 92nd Street and 9234 South Burley Avenue are now owned by County of Cook, Illinois, doing business as the Cook County Land Bank Authority, an Illinois municipal corporation (also known as "Cook County Land Bank Authority"), which approved a resolution on March 20, 2020, authorizing a land banking agreement relating to such property between the Cook County Land Bank Authority and Successor Developer; and

WHEREAS, The City and the Cook County Land Bank Authority propose to assemble their adjacent properties, including the portion of the alley to be vacated, and, pursuant to separate ordinance, convey them to Successor Developer for the development of an affordable housing complex; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of the public alley described below; now, therefore,

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

SECTION 1. Legal Description: the vacation of that part of the east/west 20-foot-wide public alley in Block 87, in South Chicago, a subdivision by the Calumet & Chicago Canal & Dock Company of the east half of the west half and parts of the east fractional half of

Section 6, north of the Indian Boundary Line, and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad, and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, recorded January 17, 1874, per Document Number 145821, and described as follows: beginning at the southeast corner of Lot 1 in South Chicago aforesaid, a point being on the west line of South Burley Avenue and the north line of said east/west alley; thence south 01 degree, 35 minutes, 37 seconds east, 20.00 feet to the northeast corner of Lot 12 in South Chicago aforesaid, a point being on said west line and the south line of said east/west alley; thence south 88 degrees, 23 minutes, 08 seconds west along the north line of said Lot 12, a distance of 130.25 feet to the northwest corner of said Lot 12, being on the west line of adjoining north/south 20-foot-wide public alley; thence north 01 degree, 35 minutes, 41 seconds west along the northerly projection of said north/south alley, 20.00 feet to a point on the south line of Lot 6 in South Chicago aforesaid, also being the north line of the east/west alley; thence north 88 degrees, 23 minutes, 08 seconds east along the south line of Lots 1 through 5 and that part of Lot 6 in South Chicago aforesaid, a distance of 130.25 feet to the point of beginning, in Cook County, Illinois, said above described parcel containing 2,605 square feet or 0.059 acre, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit A, which plat for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, AT&T/SBC, Comcast and their successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over, and along the alley herein vacated, with the right of ingress and egress, until such time as Successor Developer can pay for relocation and be released. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of Commonwealth Edison, AT&T/SBC or Comcast facilities. No construction, buildings, permanent structures, or obstructions shall occur or be placed over the area herein vacated without an express written release of easement by the involved utilities. Any future Successor Developer-prompted relocation of facilities lying within the area being vacated will be accomplished by the involved utility and be done at the expense of Successor Developer and its successors or assigns.

SECTION 3. The vacation herein provided for is made under the express condition that Successor Developer and its successors and assigns shall hold harmless, indemnify, and defend the City of Chicago from all claims related to said vacation.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the City, Cook County Land Bank Authority or Successor Developer shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division, a certified copy of this ordinance, together with the associated full-sized plat as approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication. The vacation shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) Gia Biagi
Commissioner,
Department of Transportation

Introduced By:

(Signed) Susan Sadlowski Garza
Alderpersion, 10th Ward

CDOT File Number:

06-10-23-4035.

[Exhibit "A" referred to in this ordinance
printed on page 1012
of this *Journal*.]

DEDICATION OF PORTION OF W. 77TH ST., BETWEEN S. HOMAN AVE. AND
S. ST. LOUIS AVE.

[O2023-2050/O2023-0001702]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for the street dedication for a portion of West 77th Street, between South Homan Avenue and South St. Louis Avenue located in the 18th Ward. This ordinance was referred to the committee on May 24, 2023.

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

Respectfully submitted,

(Signed) GREG MITCHELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Chicago Department of Transportation, or any of her designees, is each hereby authorized and directed to approve a dedication of land for the creation of the northern portion of West 77th Street laying between South Homan Avenue and South St. Louis Avenue, said land being owned by the Chicago Park District ("Developer"), an Illinois body politic and corporate. This land was to be used for public way

in accordance with the terms of Planned Development 716 approved by the City Council of the City of Chicago on June 9, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 5826 through 5837, and more specifically as shown on page 5834. While already built as public way, the area was not officially dedicated, and is now legally described below and in the attached plat (Exhibit A, CDOT File: 26-18-23-4040) which, for greater certainty, is hereby made a part of this ordinance.

Dedication of the south 33 feet of that part of the south 297 feet of the north half of the east half of the west half of the southeast quarter of Section 26, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at the intersection of the south line of said south 297 feet with the west line of South Homan Avenue, as occupied; thence south 88 degrees, 25 minutes, 58 seconds west along said south line, 599.86 feet to the east line of South St. Louis Avenue; thence north 01 degree, 44 minutes, 21 seconds west along said east line, 33.00 feet to a line 33.00 feet north of and parallel with the south line of said south 297 feet; thence north 88 degrees, 25 minutes, 58 seconds east along said parallel line, 599.86 feet to said west line of South Homan Avenue, as occupied; thence south 01 degree, 44 minutes, 01 second east along said west line, 33.00 feet to the point of beginning, said above described parcel containing 19,795 square feet, or 0.454 acre, more or less.

SECTION 2. The dedication herein provided for is made upon the express condition that within one hundred eighty (180) days of the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division, a certified copy of this ordinance, together with the attached plat approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and approval. The dedication shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Dedication/Opening Approved:

(Signed) Gia Biagi
Commissioner,
Department of Transportation

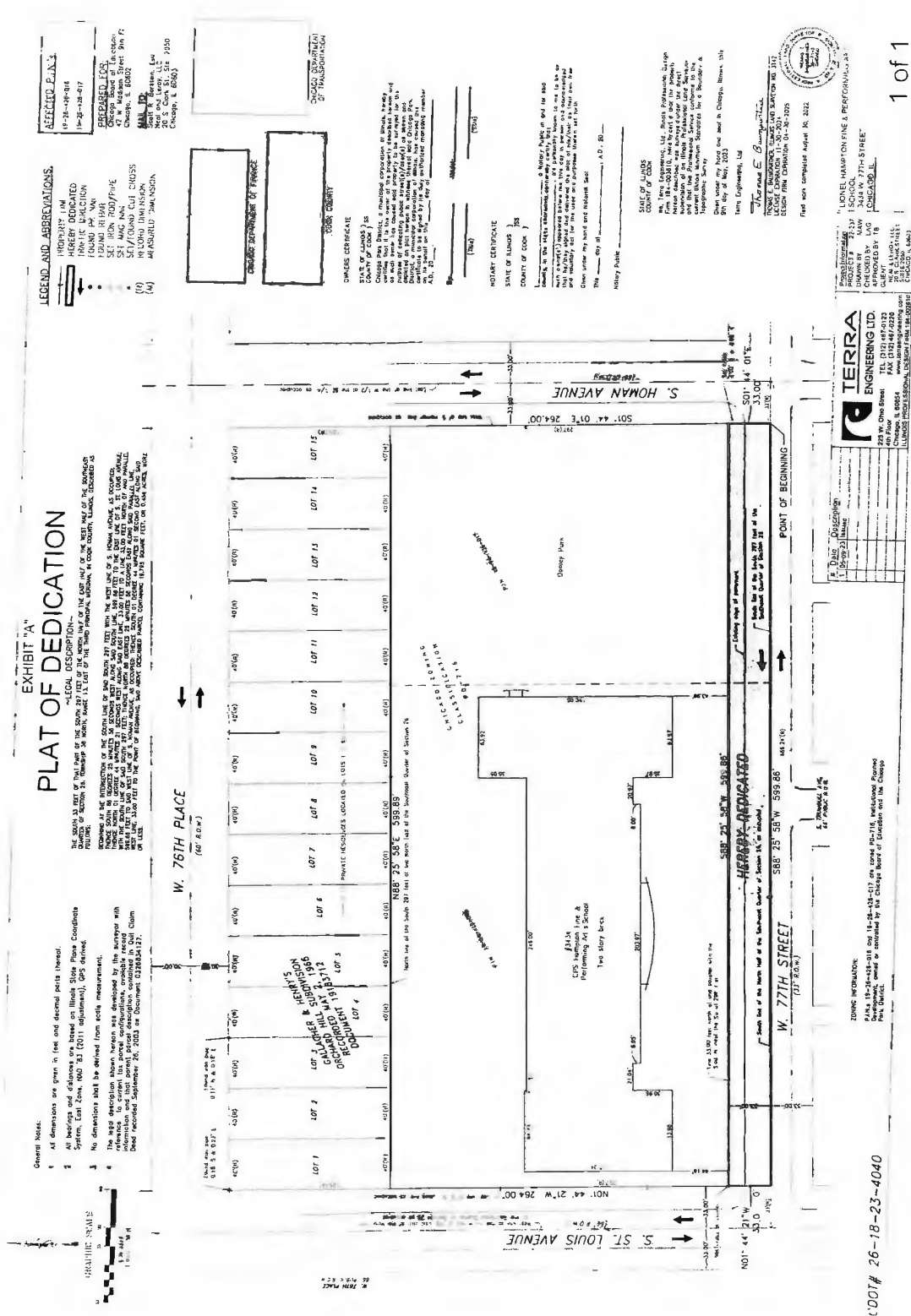
Introduced By:

(Signed) Derrick Curtis
Alderspersion, 18th Ward

CDOT File Number:

26-18-23-4040.

[Exhibit "A" referred to in this ordinance printed on page 1015 of this *Journal*.]



WIDENING OF W. DIVISION ST., BETWEEN N. HALSTED ST. AND NORTH
BRANCH OF CHICAGO RIVER.

[O2023-2053/O2023-0001699]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for the right-of-way opening along West Division Street, between approximately North Halsted Street and North Elston Avenue located in the 27th Ward. This ordinance was referred to the committee on May 24, 2023.

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

Respectfully submitted,

(Signed) GREG MITCHELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City can enhance public access by opening new rights-of-way or widening existing rights-of-way; and

WHEREAS, The City seeks to widen West Division Street by opening additional strips along both the north and south peripheries of the existing right-of-way line between approximately North Halsted Street and the North Branch of the Chicago River (approximately North Elston Avenue) as CDOT File: 4/5-27-23-4033; now, therefore,

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

SECTION 1. The opening of public right-of-way described as follows: (Parcel 1) that part of Lot 25 (except that part of the south 4.30 feet of said Lot 25, lying westerly of a line drawn perpendicularly to the north line of West Division Street, said line being 281.165 feet west of the intersection of the westerly line of North North Branch Street and the north line of West Division Street, as measured on said north line), in Block 51 of Elston's Addition to Chicago (ante-fire), and lying easterly of the dock line established by the City Council of the City of Chicago, per the ordinance passed March, 23, 1904, and plat showing the change in the dock line, recorded May 19, 1904, as Document Number 3540703, in Book 8574 of records at page 309, in the west half of the northeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the southeast corner of said Lot 25, being also the intersection of the westerly line of North North Branch Street and the north line of West Division Street; thence south 88 degrees, 22 minutes, 35 seconds west on the south line of said lot and the north line of West Division Street, 281.17 feet to the east line of the aforementioned exception of that part of the south 4.30 feet of said Lot 25; thence north 01 degree, 37 minutes, 25 seconds west on a line drawn perpendicularly to the last described course, 4.30 feet; thence south 88 degrees, 22 minutes, 35 seconds west parallel with the south line of said lot, 114.43 feet to the easterly dock line as established, aforesaid; thence north 31 degrees, 31 minutes, 25 seconds west on said dock line, 12.34 feet to a point 15.00 feet north of, as measured perpendicularly to said south line of Lot 25 and north line of West Division Street extended westerly; thence north 88 degrees, 22 minutes, 35 seconds east parallel with said south line of Lot 25, a distance of 36.50 feet; thence south 65 degrees, 22 minutes, 48 seconds east, 20.35 feet to a point 6.00 feet north of, as measured perpendicularly to said south line of Lot 25 and north line of West Division Street; thence north 88 degrees, 22 minutes, 35 seconds east parallel with said south line, 317.00 feet to a point 30.00 feet west of said intersection of the westerly line of North North Branch Street and the north line of West Division Street, as measured along said north line; thence north 46 degrees, 27 minutes, 21 seconds east, 23.25 feet to the easterly line of said lot and westerly line of North North Branch Street; thence south 32 degrees, 08 minutes,

54 seconds east on said easterly line of Lot 25 and westerly line of North North Branch Street, 25.00 feet to the point of beginning, said parcel containing 2,465 square feet or 0.057 acre, more or less, together with (Parcel 2) that part of Lot 3 in Franklin Marling's Resubdivision of Lots 3 to 13, inclusive, and vacated alleys lying between said lots (except the northerly 20.0 feet of Lots 1 and 13, heretofore opened for a public alley) in Blocks 66 and 67 of Elston's Addition to Chicago (ante-fire), in the northeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded June 21, 1929 as Document Number 10407212, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the southeast corner of said Lot 3; thence south 88 degrees, 22 minutes, 35 seconds west on the south line of said Lot 3, a distance of 31.76 feet; thence north 52 degrees, 42 minutes, 05 seconds east, 27.47 feet to a point on the easterly line of said Lot 3; thence south 32 degrees, 08 minutes, 24 seconds east on said easterly line, 18.60 feet to the point of beginning, said parcel containing 254 square feet or 0.006 acre, more or less, together with (Parcel 3) that part of Lot 1 in Block 78 of Elston's Addition to Chicago (ante-fire), and that part of the land lying westerly of said Lot 1 and easterly of the easterly dock line of the North Branch of the Chicago River, established per ordinance passed by the City Council of Chicago on March 20, 1911, in the west half of the southeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the northeast corner of said lot; thence south 32 degrees, 16 minutes, 53 seconds east on the east line of said lot, 23.25 feet to a point 20.00 feet south of (as measured at right angles to) the north line of said lot extended easterly; thence north 62 degrees, 09 minutes, 17 seconds west, 36.59 feet to a point 2.00 feet south of (as measured at right angles to) the north line of said lot, said point being also, 20.00 feet west of the northeast corner of said lot, as measured on said north line thereof; thence south 88 degrees, 22 minutes, 35 seconds west parallel with the north line of said lot, 278.88 feet to the south line of West Division Street as described in document recorded October 19, 2016, as Number 1629345052; thence north 85 degrees, 43 minutes, 49 seconds east on said south line of West Division Street, 14.51 feet; thence north 01 degree, 37 minutes, 24 seconds west, 1.33 feet to said north line of Lot 1; thence north 88 degrees, 22 minutes, 35 seconds east on the north line of said lot, 284.39 feet to the point of beginning, said parcel containing 765 square feet or 0.018 acre, more or less, together with (Parcel 4) that part of Lot 33 in Block 77 of Elston's Addition to Chicago (ante-fire), in the west half of the southeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the northeast corner of said Lot 33; thence south 32 degrees, 16 minutes, 17 seconds east on the easterly line of said lot, 8.00 feet; thence north 68 degrees, 26 minutes, 57 seconds west, 17.49 feet to the north line of said lot; thence north 88 degrees, 22 minutes, 35 seconds east on said north line, 12.00 feet to the point of beginning, said parcel containing 41 square feet or 0.001 acre, more or less, together with (Parcel 5) that part of Lot 13 in Owner's Subdivision of all that part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, lying south and west of the

North Branch Canal, north of West Division Street and east of North Cherry Avenue, except Block 69, in Elston's Addition to Chicago (ante-fire), and except West Weed Street and except North Hickory Avenue, and except North Hooker Street from the north line of West Division Street to the north line of Rees Street, and except Rees Street from the west line of North Hooker Street to the east line of North Hickory Avenue, according to the plat thereof recorded April 28, 1892 as Document Number 1653620, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the southwest corner of said Lot 13; thence north 32 degrees, 08 minutes, 24 seconds west on the westerly line of said lot, 9.00 feet; thence south 78 degrees, 51 minutes, 25 seconds east, 16.99 feet to a point 4.00 feet north of (as measured at right angles to) the south line of said Lot 13, said point being also, 12.00 feet east of the southwest corner of said Lot 13, as measured on the south line of said lot; thence north 88 degrees, 22 minutes, 35 seconds east parallel with said south line, 288.94 feet to a point 48.00 feet west of the southeast corner of said Lot 13, as measured on the south line of said lot; thence north 53 degrees, 13 minutes, 47 seconds east, 39.40 feet to the easterly line of said Lot 13; thence south 32 degrees, 14 minutes, 20 seconds east on said easterly line, 31.00 feet to the southeast corner of said Lot 13; thence south 88 degrees, 22 minutes, 35 seconds west on the south line of said lot, 348.93 feet to the point of beginning, said parcel containing 1,940 square feet or 0.045 acre, more or less, together with (Parcel 6) that part of Lot 1 in Block 76 of Elston's Addition to Chicago (ante-fire), in the west half of the southeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the northwest corner of said Lot 1; thence north 88 degrees, 22 minutes, 35 seconds east on the north line of said lot, 5.00 feet; thence south 28 degrees, 03 minutes, 10 seconds west, 4.95 feet to the westerly line of said Lot 1; thence north 32 degrees, 16 minutes, 16 seconds west on said westerly line, 5.00 feet to the point of beginning, said parcel containing 11 square feet or 0.0003 acre, more or less, together with (Parcel 7) that part of Lot 34 in Block 76 of Elston's Addition to Chicago (ante-fire), in the east half of the southeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the northeast corner of said Lot 34; thence south 32 degrees, 14 minutes, 26 seconds east on the east line of said lot, 12.00 feet; thence north 70 degrees, 02 minutes, 48 seconds west, 28.08 feet to the north line of said Lot 34; thence north 88 degrees, 22 minutes, 35 seconds east on said north line, 20.00 feet to the point of beginning, said parcel containing 103 square feet or 0.002 acre, more or less, together with (Parcel 8) that part of Lot 10, Lot 11, Lot 12 and Lot 13, together with part of the north/south alley vacated by ordinance passed March 19, 1906, and recorded on March 29, 1906 as Document Number 3838565, lying between and adjoining said Lot 10 and Lot 11, in Block 69 of Elston's Addition to Chicago (ante-fire), in the east half of the northeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the southwest corner of said Lot 10; thence north 32 degrees, 14 minutes, 20 seconds west on the westerly line of said lot, 16.00 feet; thence

south 75 degrees, 39 minutes, 29 seconds east, 35.52 feet to a point 4.00 feet north of (as measured at right angles to) the south line of said Lot 10, said point being also, 26.00 feet east of the southwest corner of said Lot 10, as measured on the south line of said lot; thence north 88 degrees, 22 minutes, 35 seconds east parallel with the south line of said Lot 10, and the easterly extension thereof, 321.22 feet to the easterly line of said Lot 13; thence south 32 degrees, 17 minutes, 22 seconds east on said easterly line, 4.65 feet to the southeast corner of said Lot 13; thence south 88 degrees, 22 minutes, 35 seconds west on the south line of said Lot 13, and the westerly extension thereof, 349.59 feet to the point of beginning, said parcel containing 1,537 square feet or 0.035 acre, more or less, together with (Parcel 9) that part of Lot 1 in Block 75 of Elston's Addition to Chicago (ante-fire), in the east half of the southeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the northwest corner of said Lot 1; thence north 88 degrees, 22 minutes, 35 seconds east on the north line of said lot, 45.00 feet; thence south 44 degrees, 33 minutes, 42 seconds west, 39.78 feet to the westerly line of said Lot 1; thence north 32 degrees, 14 minutes, 26 seconds west on said westerly line, 32.00 feet to the point of beginning, said parcel containing 620 square feet or 0.014 acre, more or less, together with (Parcel 10) that part of Lot 10 in Owner's Subdivision of all that part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, lying south and west of the North Branch Canal, north of West Division Street and east of North Cherry Avenue, except Block 69, in Elston's Addition to Chicago (ante-fire), and except West Weed Street and except North Hickory Avenue, and except North Hooker Street from the north line of West Division Street to the north line of Rees Street, and except Rees Street from the west line of North Hooker Street to the east line of North Hickory Avenue, according to the plat thereof recorded April 28, 1892 as Document Number 1653620, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the southwest corner of said Lot 10; thence north 32 degrees, 17 minutes, 22 seconds west on the westerly line of said lot, 6.98 feet to a point 6.00 feet north of (as measured at right angles to) the south line of said Lot 10 extended westerly; thence north 88 degrees, 22 minutes, 35 seconds east parallel with said south line, 280.18 feet to the easterly line of said Lot 10; thence south 32 degrees, 17 minutes, 22 seconds east on said easterly line, 6.98 feet to the southeast corner of said Lot 10; thence south 88 degrees, 22 minutes, 35 seconds west on the south line of said Lot 10, a distance of 280.18 feet to the point of beginning, said parcel containing 1,681 square feet or 0.039 acre, more or less, together with (Parcel 11) that part of Lot 15, Lot 16 and Lot 17 in Block 71, in Chicago Land Company's Resubdivision of Blocks 36, 37, 46, 47, 48, 55, 56, 62, 63, 70, 71, 74 and 84, together with Lot 1 in Block 50, all in Elston's Addition to Chicago (ante-fire), together with that part of the North Branch Canal of the Chicago River to the centerline thereof, adjacent and abutting said Lot 15, in the northeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded June 11, 1873, as Document Number 104948, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): beginning at the southeast corner of said Lot 17; thence south 88 degrees, 22 minutes,

35 seconds west on the south line of said Lots 17, 16, 15 and the westerly extension thereof, a distance of 339.28 feet to said centerline of the North Branch Canal of the Chicago River as located per Elston's Addition to Chicago; thence north 32 degrees, 20 minutes, 23 seconds west along said centerline, 6.98 feet to a point 6.00 feet north of (as measured at right angles to) said westerly extension of the south line of Lot 15; thence north 88 degrees, 22 minutes, 35 seconds east parallel with said westerly extension of the south line of Lots 15, 16 and 17, a distance of 320.84 feet to a point 22.00 feet west of the southeast corner of said Lot 17, as measured on the south line of said lot; thence north 44 degrees, 50 minutes, 06 seconds east, 16.24 feet to the easterly line of said Lot 17; thence south 32 degrees, 23 minutes, 11 seconds east on said easterly line, 20.00 feet to the point of beginning, said parcel containing 2,139 square feet or 0.049 acre, more or less, together with (Parcel 12) that part of Lot 1 in Block 73 of Elston's Addition to Chicago (ante-fire), in the east half of the southeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): commencing at the northeast corner of said Lot 1; thence south 88 degrees, 22 minutes, 35 seconds west on the north line of said lot, 239.68 feet to the point of beginning; thence south 01 degree, 37 minutes, 25 seconds east at right angles to the last described course, 13.25 feet; thence south 88 degrees, 22 minutes, 35 seconds west parallel with said north line of Lot 1, a distance of 14.00 feet to the westerly line of said Lot 1; thence north 33 degrees, 45 minutes, 13 seconds west on said westerly line, 15.65 feet to the northwest corner of said Lot 1; thence north 88 degrees, 22 minutes, 35 seconds east on the north line of said lot, 22.32 feet to the point of beginning, said parcel containing 241 square feet or 0.006 acre, more or less, together with (Parcel 13) that part of Lot 1 in Block 86, together with a part of vacated North Kingsbury Street in said Block 86 of Elston's Addition to Chicago (ante-fire), being also a part of former North Ogden Avenue, as opened by order of possession entered by the County Court of Cook County on March 1, 1945, County Court General Number 42162, and vacated by Industrial Street vacation ordinance passed March 6, 1996, recorded May 14, 1996 as Document Number 96363937, in the southwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): commencing at the intersection of the south line of West Division Street extended west and the east line of North Halsted Street extended north per said Elston's Addition to Chicago; thence north 88 degrees, 18 minutes, 55 seconds east on said south line of West Division Street extended west and the north line of said Lot 1, a distance of 30.00 feet to the easterly line of North Halsted Street as widened per document recorded March 10, 2010 as Number 1006110009, and the point of beginning; thence continuing north 88 degrees, 18 minutes, 55 seconds east on said north line, 28.00 feet; thence south 45 degrees, 16 minutes, 20 seconds west, 71.78 feet to said easterly line of North Halsted Street as widened; thence north 02 degrees, 18 minutes, 46 seconds west on said easterly line, 24.00 feet; thence continuing on said easterly line north 43 degrees, 00 minutes, 08 seconds east, 35.16 feet to the point of beginning, said parcel containing 968 square feet or 0.023 acre, more or less, with the total area of all said above parcels described being 12,783 square feet or 0.2953 acre, more or less, as shaded and legally described by the

words "Hereby Opened" on the plat hereto attached as Exhibit A, which plat for greater certainty, is hereby made a part of this ordinance, be and the same is hereby opened to vehicular traffic as the same is intended for public use and the public interest will be subserved by such opening.

SECTION 2. The opening to vehicular traffic herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Department of Transportation shall file or cause to be filed for record in the Office of the Cook County Clerk, Recordings Division, a certified copy of this ordinance, together with the full-sized corresponding plat as approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication. The openings shall take effect upon the recording of the published ordinance and approved plat.

Opening Approved:

(Signed) Gia Biagi
Commissioner,
Department of Transportation

Introduced By:

(Signed) Walter Burnett
Aldersperson, 27th Ward

CDOT File Number:

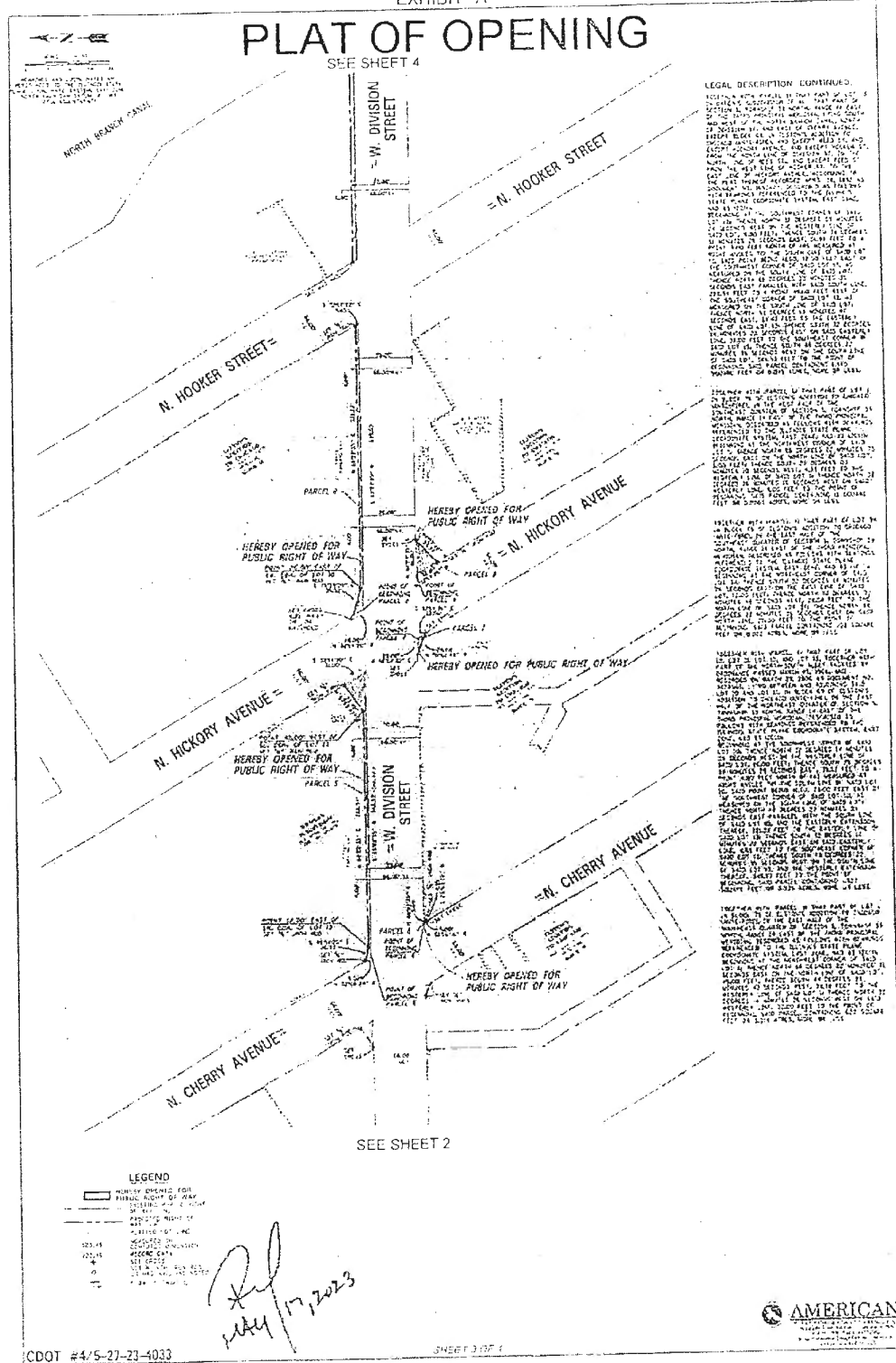
08-27-23-4030.

[Exhibit "A" referred to in this ordinance
printed on pages 1023 through
1026 of this *Journal*.]

EXHIBIT "A"

PLAT OF OPENING

SEE SHEET 4



WIDENING OF W. 38TH ST., BETWEEN S. MAY ST. AND S. MORGAN ST.

[O2023-2092/O2023-0001698]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for the right-of-way opening of the northern half of West 38th Street, between South May Street and South Morgan Street located in the 11th Ward. This ordinance was referred to the committee on May 24, 2023.

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

Respectfully submitted,

(Signed) GREG MITCHELL,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City can enhance public access by opening new rights-of-way or widening existing rights-of-way; and

WHEREAS, The City seeks to widen to standard width West 38th Street by opening the northern half of the street between approximately South May Street and South Morgan Street; now, therefore,

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

SECTION 1. The opening of public right-of-way described as that part of West 38th Street, an east/west 33-foot-wide strip of land being the south 33 feet of the north half of the south half of the west half of the southeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principle Meridian; lying east of and adjoining the east line of South May Street 33-foot-wide right-of-way projected south; and lying west of and adjoining the west right-of-way of South Morgan Street; said east/west 33-foot-wide strip of land as depicted in deed of dedication Document Numbers 94789551, 94789552 and 94789553, recorded on September 9, 1994; all in Cook County, Illinois, said above described parcels containing a total area of 31,583 square feet, or 0.725 acre, more or less, as shaded and legally described by the words "Hereby Opened" on the plat hereto attached as Exhibit A, which plat for greater certainty, is hereby made a part of this ordinance, be and the same is hereby opened to public vehicular traffic as the same is intended for public use and the public interest will be subserved by such opening.

SECTION 2. The opening to vehicular traffic herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Department of Transportation shall file or cause to be filed for record in the Office of the Cook County Clerk, Recordings Division, a certified copy of this ordinance, together with the full-sized corresponding plat as approved by the Chicago Department of Transportation's Superintendent of Maps and Plats.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication. The openings shall take effect upon the recording of the published ordinance and approved plat.

Opening Approved:

(Signed) Gia Biagi
Commissioner,
Department of Transportation

Introduced By:

(Signed) Nicole Lee
Alderspersion, 11th Ward

CDOT File Number:

32-11-23-4043.

[Exhibit "A" referred to in this ordinance printed on
pages 1029 through 1034 of this *Journal*.]

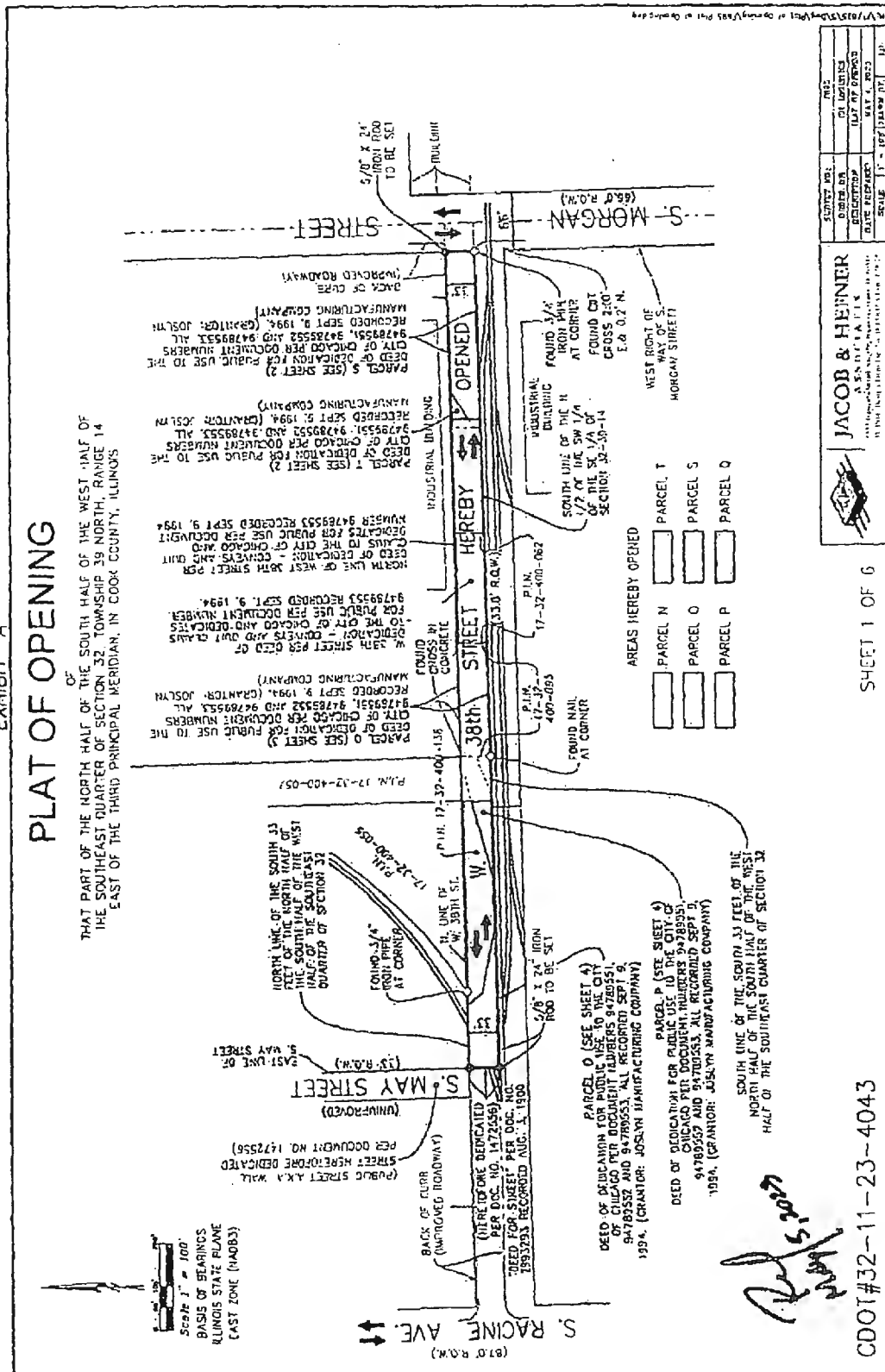


EXHIBIT "A"

PLAT OF OPENING

OF
THAT PART OF THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

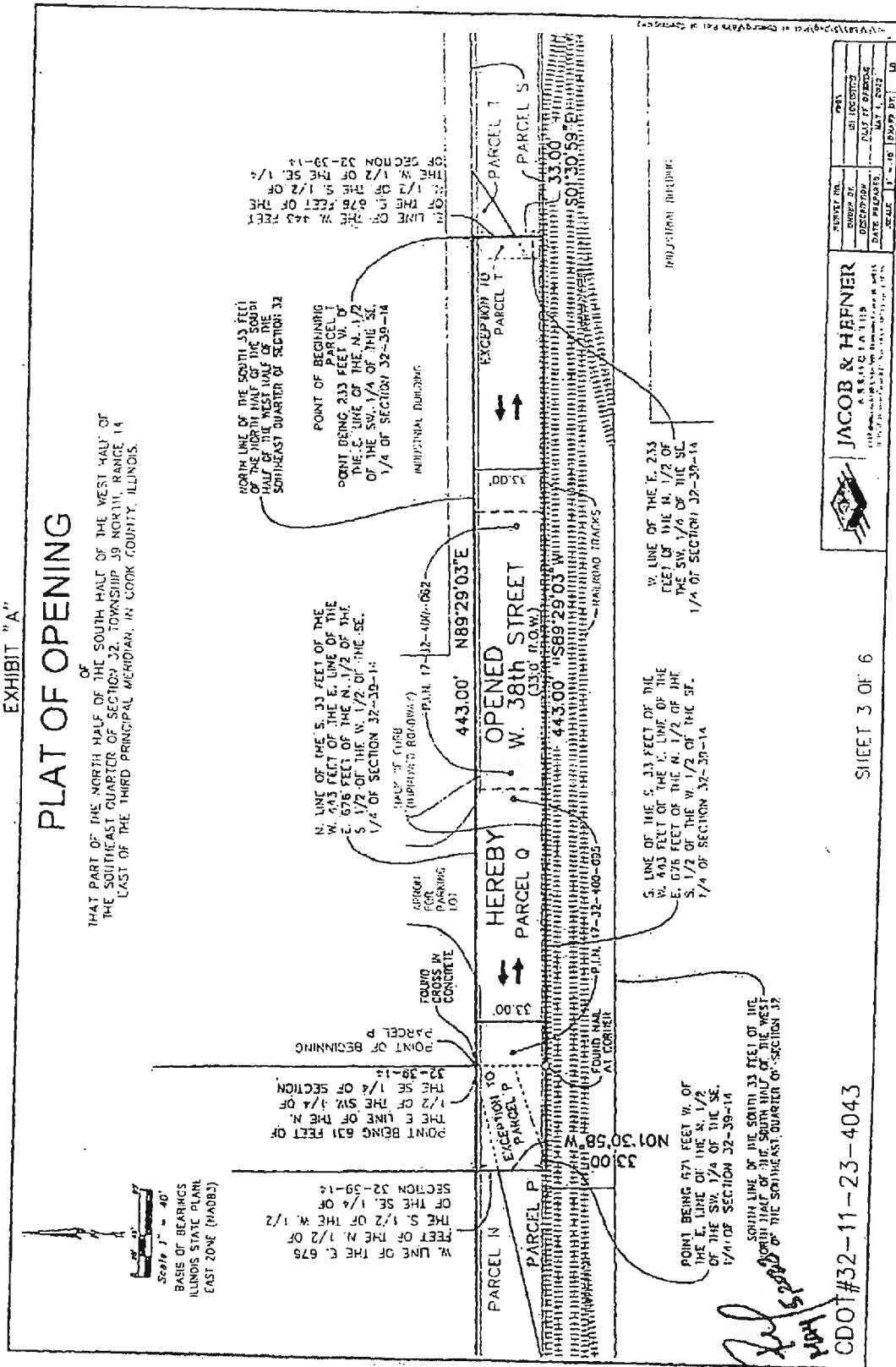


EXHIBIT "A"

PLAT OF OPENING

OF
THAT PART OF THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF
THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

AFFECTED P.I.N.s
17-32-400-062
17-32-400-138
17-32-400-095

CHICAGO DEPARTMENT OF
TRANSPORTATION

COOK COUNTY

CHICAGO DEPARTMENT
OF FINANCE

LEGEND

XXX.XX' MEASURED DIMENSION
(XXX.XX') RECORD DIMENSION
← TRAFFIC FLOW DIRECTION
○ SET 5/8" x 24" IRON ROD WITH CAP AT CORNER
○ FOUND IRON ROD OR IRON PIPE
+ FOUND CROSS IN CONCRETE

----- SECTION/QUARTER SECTION LINE
----- BOUNDARY LINE
----- EASEMENT LINE
----- TAX PARCEL (PIR) LINE
----- RAILROAD TRACK

HEREBY OPENED

CDOT #32-11-23-4043
6/21/2023

SURVEYOR'S NOTES:

- 1) BASIS OF BEARRINGS IS ILLINOIS STATE PLANE EAST ZONE (NAD83).
- 2) DATE OF COMPLETION OF FIELD WORK NOVEMBER 14, 2020.
- 3) NO DIMENSIONS SHOULD BE ASSUMED BY SCALP MEASUREMENTS UPON THE PLAT.
- 4) THE HEREON DESCRIBED LAND AND ADJACENT LANDS ARE SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHICAGO, ILLINOIS, AND IS ZONED "PLANNED MANUFACTURING" PER THE CITY OF CHICAGO ZONING AND LAND USE MAP AS OF MARCH 17, 2021.

PREPARED FOR:

I.O.I. LOGISTICS
9500 W. BRYN MAWR AVENUE
SUITE 140 ROSEMONT, IL 60018

SEND TO:

GREENBERG TRAUBIG, LLP 77 WEST
WACKER DRIVE SUITE 3100
CHICAGO, IL 60601

SHEET 5 OF 6

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNER, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF OPENING LAND FOR A PUBLIC STREET. DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. I HEREBY AUTHORIZED THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF OPENING FOR PUBLIC STREET WITH THE COOK COUNTY RECORDER'S OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS 4TH DAY OF MAY, A.D. 2023



CARI J. COOK

JACOB & HEFFNER ASSOCIATES, INC.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003543

MY LICENSE EXPIRES NOVEMBER 30, 2024

JACOB & HEFFNER		STATE OF ILLINOIS	
SURVEY NO.	DATE PREPARED	DATE OF PLAT	DATE OF RECORD
35-003543	MAY 5, 2023	MAY 5, 2023	MAY 5, 2023

EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Finance to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on April 19 and May 24, 2023.

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

Respectfully submitted,

(Signed) GREG MITCHELL,
Chairman.

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

A-1 Truck & Auto Supply/Steve Schulman.

[O2023-1663/O2023-0001667]

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

SECTION 1. Pursuant of Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt A-1 Truck & Auto Supply (Steve Schulman) from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility at 5165 South Archer Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Aspire Center.

[O2023-2096/O2023-0001676]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Aspire Center of 5500 West Madison Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Chicago Egret Badminton Club.

[O2023-1612/O2023-0001670]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Chicago Egret Badminton Club from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 1936 West 17th Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Cohen Estate LLC.

[O2023-1684/O2023-0001679]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Cohen Estate LLC of 1883 -- 1885 West Fullerton Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

CRM Properties Group.

[O2023-1555/O2023-0001672]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt CRM Properties Group, 1570 North Fremont Street, Chicago, Illinois 60642, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Kendo Dojo.

[O2023-1609/O2023-0001684]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt

Kendo Dojo from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3900 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

The Fetch Club LLC.

[O2023-1464/O2023-0001680]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt The Fetch Club LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 2940 North Campbell Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Gibbons Family Funeral Home.

[O2023-1731/O2023-0001688]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Gibbons Family Funeral Home, 5917 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Grace Manor L.P.

[O2023-1683/O2023-0001669]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Grace Manor L.P., 3413 West Ogden Avenue, Chicago, Illinois 60623, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

Green Star.

[O2023-1463/O2023-0001681]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Green Star from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 3545 North Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

GT Alternatives LLC.

[O2023-2040/O2023-0001696]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt GT Alternatives LLC from the Municipal Code provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking and loading facilities for their property at 7428 North Rogers Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Hester Early Learning/Nadia Hester.

[O2023-2077/O2023-0001693]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Hester Early Learning, Nadia Hester, 4350 -- 4352 North Milwaukee Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to allow exit onto West Pensacola Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

J&A Auto Body, Inc./Mariusz Hill.

[O2023-2091/O2023-0001686]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Mariusz Hill of J&A Auto Body, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 2100 North Marmora Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

J&J Tires & Repairs/Juan And Javier Garcia.

[O2023-1665/O2023-0001668]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt J&J Tires & Repairs (Juan Garcia and Javier Garcia) from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility at 3742 West 59th Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Life Storage.

[O2023-1557/O2023-0001695]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Life Storage, owner of 6331 North Broadway, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be force and after its passage and publication.

Nurturing Niche Lincoln Park, Inc.

[O2023-2072/O2023-0001691]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Nurturing Niche Lincoln Park, Inc. located at 2905 North Halsted Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

One Collision Auto.

[O2023-1465/O2023-0001673]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt One Collision Auto, 400 North Hermitage Avenue, Chicago, Illinois 60622, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Over The Rainbow Association.

[O2023-2073/O2023-0001692]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Over The Rainbow Association located at 835 West Addison Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

SBSS Holdings LLC.

[O2023-1613/O2023-0001671]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt SBSS Holdings LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 1800 -- 1802 West 17th Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

School Street Flats LLC.

[O2023-1461/O2023-0001694]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt School Street Flats LLC of 1607 West Waveland Avenue, Chicago, Illinois 60613, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 1654 West School Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Showtime Audio, Inc.

[O2023-1733/O2023-0001689]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Showtime Audio, Inc., 4422 North Elston Avenue, Chicago, Illinois 60630, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Squark Ventures LLC.

[O2023-1466/O2023-0001674]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Squark Ventures LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 1144 West Washington Boulevard.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Teloloapan Tire Shop.

[O2023-1611/O2023-0001666]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Teloloapan Tire Shop, 3339 West Cermak Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Wash Out Inn No. 4 LLC.

[O2023-1560/O2023-0001682]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Wash Out Inn Number 4 LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 3459 -- 3461 West Montrose Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

Wiggly World LLC.

[O2023-1462/O2023-0001683]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Wiggly World LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 3918 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

XA3 LLC/Cliff Avril.

[O2023-1664/O2023-0001661]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Cliff Avril, XA3 LLC, 7430 -- 7436 South Kenwood Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

31st Auto Repair.

[O2023-1682/O2023-0001662]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 31st Auto Repair of 1327 -- 1329 West 31st Street, Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

37 Investment LLC.

[O2023-1487/O2023-0001677]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 37 Investment LLC, 3704 -- 3710 North Cicero Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

773 Auto Sales, Inc./Agustin O. Perez.

[O2023-2090/O2023-0001685]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Agustin O. Perez of 773 Auto Sales, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 1914 -- 1916 North Cicero Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

3140 Clybourn Owner LLC.

[O2023-1410/O2023-0001678]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt 3140 Clybourn Owner LLC of 3132 -- 3142 North Clybourn Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

3701 West Devon Congregation/Kollel Zichron Eliyahu.

[O2023-1586/O2023-0001697]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 3701 West Devon Congregation/Kollel Zichron Eliyahu from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

3737 North Clark Street LLC.

[O2023-2074/O2023-0001690]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt 3737 North Clark Street LLC located at 3735 -- 3737 North Clark Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

EXEMPTION OF APPLICANTS FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGES IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Department of Transportation to exempt applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities if capacity of lot or garage exceeds six spaces. These ordinances were referred to the committee on April 19 and May 24, 2023.

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

Respectfully submitted,

(Signed) GREG MITCHELL,
Chairman.

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Chicago Kidz Klub.

[O2023-1553/O2023-0001339]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Chicago Kidz Klub, 4344 South Wentworth Avenue, Chicago, Illinois 60609, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4344 South Wentworth Avenue, Chicago, Illinois 60609, to allow the access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

South Loop Auto Sales, Inc.

[O2023-2042/O2023-0001655]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt South Loop Auto Sales, Inc., 2711 South State Street, Chicago, Illinois 60618, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2711 South State Street, Chicago, Illinois 60618, to allow the access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Tess M. McKenzie Early Learning Center.

[O2023-1552/O2023-0001656]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Tess M. McKenzie Early Learning Center,

4301 South Wabash Avenue, Chicago, Illinois 60653, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4301 South Wabash Avenue, Chicago, Illinois 60653, to allow the access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

United Strategic Emergence Engineer Development (United S.E.E.D.) LLC.
[O2023-1459/O2023-0001658]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt United Strategic Emergence Engineer Development (United S.E.E.D.) LLC, 3911 South Vincennes Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address and to allow alley access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

5114 South Kenwood LLC.
[O2023-1554/O2023-0001657]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 5114 South Kenwood LLC, 5114 South Kenwood Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address and to allow alley access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and a substitute ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances and a substitute ordinance were referred to the committee on April 19 and May 24 and 31, 2023.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREG MITCHELL,
Chairman.

On motion of Alderperson Mitchell, the said proposed ordinances and a substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

W. Berteau Ave., Between N. LeClaire Ave. And N. Dickinson Ave., To Be Known As "Honorary Larry Chase Way".

[SO2023-2041/SO2023-0001717]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of West Berteau Avenue, between North LeClaire Avenue and North Dickinson Avenue, as "Honorary Larry Chase Way".

SECTION 2. This substitute ordinance shall take effect upon its passage and publication.

N. Central Ave., Between W. Fulton St. And W. Corcoran Pl., To Be Known As "James W. Cole Way".

[O2023-2094/O2023-0001675]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of North Central Avenue, between West Fulton Street and West Corcoran Place, as "James W. Cole Way" (300 -- 400 North Central Avenue).

SECTION 2. This ordinance shall take effect upon its passage and publication.

E. 63rd St., Between S. Stony Island Ave. And S. Blackstone Ave., To Be Known As "Reverend Dr. Leon D. Finney, Jr. Way".

[O2023-1582/O2023-0001659]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of East 63rd Street, between South Stony Island Avenue and to South Blackstone Avenue, as "Reverend Dr. Leon D. Finney, Jr. Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

S. Millard Ave., From W. 28th St. To W. 30th St., To Be Known As "Carmen V. Gaspar Way".

[O2023-2183/O2023-0001664]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which permits the erection of honorary street-name designations, the Commissioner of Transportation shall take all necessary action for the standardization of South Millard Avenue, from West 28th Street to West 30th Street, as "Carmen V. Gaspar Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

—

S. Meade Ave., From 5600 To 5700, To Be Known As "Terry Miller Way".

[O2023-2049/O2023-0001663]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Meade Avenue, from 5600 to 5700, as "Terry Miller Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

—

S. Komensky Ave., From W. 31st St. To W. 32nd St., To Be Known As "Lola Navarro Way".

[O2023-1610/O2023-0001665]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which permits the erection of honorary street-name designations, the Commissioner of Transportation

shall take all necessary action for the standardization of South Komensky Avenue, from West 31st Street to West 32nd Street, as "Lola Navarro Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

S. Bennett Ave., From E. 71st St. To E. 72nd St., To Be Known As "Honorary Rockymore Way".

[O2023-2047/O2023-0001660]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That an ordinance heretofore passed by the City Council, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Bennett Avenue, from East 71st Street to East 72nd Street, to be known as "Honorary Rockymore Way".

SECTION 2. This ordinance shall take effect and be in full force hereinafter its passage and publication.

W. Jarvis Ave., Between N. Greenview Ave. And N. Sheridan Rd., To Be Known As "Honorary Don Selle Way".

[O2023-2046/O2023-0001390]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 2-80-040 of the Municipal Code of Chicago, which allows for erection of honorary street designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of West Jarvis Avenue, between North Greenview Avenue and North Sheridan Road, as "Honorary Don Selle Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

COMMITTEE ON WORKFORCE DEVELOPMENT.

INTERGOVERNMENTAL AGREEMENT WITH FOREST PRESERVE OF COOK COUNTY TO UTILIZE PAID SERVICES OF GREENCORPS CHICAGO CREWS WITH INDEMNIFICATION CLAUSE FOR ANY LOSS AT VARIOUS PROJECT SITES.

[O2023-1591/O2023-0001749]

The Committee on Workforce Development submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Your Committee on Workforce Development, having had under consideration a communication recommending a proposed ordinance regarding the authority to enter into and execute an intergovernmental agreement with the Forest Preserve District of Cook County for land management services provided through Greencorps Chicago, under which the Forest Preserve will pay the City \$1,350,000 for services rendered at various project sites throughout the City under Greencorps Chicago (O2023-1591), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on Workforce Development, with no dissenting votes at the committee meeting on June 12, 2023.

Respectfully submitted,

(Signed) MICHAEL D. RODRIGUEZ,
Chairman.

On motion of Alderperson Rodriguez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Aldersperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Forest Preserve District of Cook County (the "Forest Preserve") is a body politic and corporate of the State of Illinois; and

WHEREAS, The City, through its Department of Transportation ("CDOT") manages a green industry job training program called Greencorps Chicago; and

WHEREAS, Greencorps Chicago provides re-entry opportunities and skills to unemployed individuals in landscaping and horticulture, tree care, ecological restoration, chainsaw operation and safety, herbicide application, seed collection, plant identification, regional ecology, and prescription burn training, among other things; and

WHEREAS, Greencorps Chicago trainees learn through both classroom training and hands-on-field experience; and

WHEREAS, The Forest Preserve owns and manages a system of over 69,000 acres of natural habitats and other lands capable of being restored to a natural condition, pursuant to the powers granted in the Cook County Forest Preserve Act, 70 ILCS 810/0.01, et seq.; and

WHEREAS, The Forest Preserve desires to utilize Greencorps Chicago crews in undertaking certain ecological restoration and habitat enhancement projects, general grounds maintenance (e.g., mowing, weeding, mulching, tree care and litter pickup) and other land management projects on Forest Preserve lands; and

WHEREAS, The City desires to assist the Forest Preserve in the management of these lands through its Greencorps Chicago program to provide training opportunities to its trainees; and

WHEREAS, The City has previously entered into intergovernmental agreements with the Forest Preserve, under which the Forest Preserve has paid the City for services to be

rendered by the City at various project sites throughout the City under Greencorps Chicago; and

WHEREAS, The City anticipates to execute an intergovernmental agreement with the Forest Preserve, under which the Forest Preserve will pay the City approximately \$1,350,000 for services to be rendered by the City at various project sites throughout the City pursuant to Greencorps Chicago; and

WHEREAS, The City anticipates to execute a second intergovernmental agreement with the Forest Preserve, if awarded a contract for a to be determined amount pursuant to the Forest Preserves competitive process in 2023 for services to be rendered by the City at various project sites throughout the City pursuant to Greencorps Chicago; and

WHEREAS, The Forest Preserve now requires the City to indemnify the Forest Preserve in case of any loss suffered by the Forest Preserve by the provision of services by the City; and

WHEREAS, The Commissioner of CDOT (the "Commissioner") is authorized under Section 2-102-030(t) of the Municipal Code to enter agreements with governmental entities such as the Forest Preserve to implement urban forestry and beautification programs such as Greencorps Chicago; and

WHEREAS, The City has determined that it is desirable and in the public interest to enter into the two aforementioned intergovernmental agreements with the Forest Preserve (the "Agreements") in order to set forth the City's and the Forest Preserve's respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to participation in Greencorps Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein by this reference.

SECTION 2. Subject to the approval of the Corporation Counsel of the City, the Commissioner and a designee thereof are each hereby authorized to execute and deliver the Agreements (and such other documents as are necessary or appropriate) between the City and the Forest Preserve for Greencorps Chicago, which may include language providing indemnification to the Forest Preserve and to perform any and all acts as shall be necessary or advisable in connection with the Agreements. The Agreements shall contain such other terms as the Commissioner deems necessary or appropriate.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance takes effect upon its passage and approval.

**COMMITTEE ON ZONING, LANDMARKS
AND BUILDING STANDARDS.**

**APPOINTMENT OF MAYOR BRANDON JOHNSON AS MEMBER OF PUBLIC
BUILDING COMMISSION.**

[A2023-47/A2023-0001864]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on June 20, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number A2023-47 for the appointment of Mayor Brandon Johnson as a member of the Public Building Commission.

Page 1 also contains Document Number O2023-2000 for historical landmark designation of Epworth Church located at 5253 North Kenmore Avenue in the 48th Ward.

Page 1 further contains the historical landmark designation of The Warehouse located at 206 South Jefferson Street in the 34th Ward.

Page 1 further contains the application for an administrative adjustment for the Friendly Tavern LLC located at 6124 West Gunnison Street in the 45th Ward.

Pages 1 through 16 contain various map amendments in the 1st, 2nd, 3rd, 11th, 15th, 16th, 18th, 19th, 20th, 21st, 24th, 27th, 28th, 29th, 30th, 32nd, 34th, 36th, 37th, 40th, 41st, 42nd, 44th, 45th, 47th, 48th and 49th Wards.

Lastly, pages 16 and 17 contain various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 3rd, 8th, 10th, 11th, 27th, 28th, 32nd, 34th, 40th, 41st and 42nd Wards.

I hereby move for approval of the appointment of the Honorable Mayor Brandon Johnson as a member of the Public Building Commission.

Respectfully submitted,

(Signed) CARLOS RAMIREZ-ROSA,
Chair.

On motion of Alderperson Ramirez-Rosa, the committee's recommendation was *Concurred In* and the said proposed appointment of Mayor Brandon Johnson as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 21, 2023.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on June 20, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number A2023-47 for the appointment of Mayor Brandon Johnson as a member of the Public Building Commission.

Page 1 also contains Document Number O2023-2000 for historical landmark designation of Epworth Church located at 5253 North Kenmore Avenue in the 48th Ward.

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Pages 1 through 16 contain various map amendments in the 1st, 2nd, 3rd, 11th, 15th, 16th, 18th, 19th, 20th, 21st, 24th, 27th, 28th, 29th, 30th, 32nd, 34th, 36th, 37th, 40th, 41st, 42nd, 44th, 45th, 47th, 48th and 49th Wards.

Lastly, pages 16 and 17 contain various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 3rd, 8th, 10th, 11th, 27th, 28th, 32nd, 34th, 40th, 41st and 42nd Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) CARLOS RAMIREZ-ROSA,
Chair.

On motion of Alderperson Ramirez-Rosa, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 1-F.

(As Amended)

(Application No. 22104)

(Common Address: 320 N. Jefferson St., 650 W. Wayman St.,
740 W. Fulton Market And 331 N. Halsted St.)

[O2023-1231/SO2023-0001871]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Residential-Commercial Planned Development Number 643 ("P.D. 643") District symbols and indications as shown on Map Number 1-F in the area generally bounded by:

a line 287.46 feet south of and parallel to West Kinzie Street; a line 25 feet east of North Halsted Street; the south line of the RTA/Metra railroad right-of-way; North Jefferson Street; West Wayman Street; a line 90.51 feet east of North Halsted Street; West Fulton Market Street; and North Halsted Street,

to the designation of Residential-Commercial Planned Development Number 643, as amended, subject to the use and bulk regulations set forth in the Plan of Development attached hereto and made a part hereof.

SECTION 2. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Commercial Planned Development No. 643, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Residential-Commercial Planned Development Number 643, as amended (the "Planned Development") consists of approximately one hundred ninety-one thousand five hundred fourteen (191,514) square feet, or approximately 4.39 acres (net site area) of property which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map (the "Property") and is owned or controlled by 740 Fulton LLC (the "Applicant"), CMC Heartland Partners, Kinzie Station Condominium Association, RTA/Metra and Chicago Self Storage II LLC. The purpose of this amendment is to remove Subarea E from the Planned Development. Subarea E is owned and controlled by Onni 357 North Green LLC.

2. The Applicant shall obtain all necessary official reviews, approvals or permits. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) is made or authorized by the Applicant or any homeowner's association or similar property owner's association which is formed to succeed the Applicant.
4. This plan of development consists of seventeen (17) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map all prepared by Fitzgerald Associates Architects, dated July 18, 2002; a Site Plan for Subareas A -- D prepared by Pappageorge Haymes Ltd. and dated January 25, 2001; a Landscape Plan for Subareas A -- D prepared by Pappageorge Haymes Ltd. and dated January 25, 2001; and Building Elevations for Subareas A -- D prepared by Pappageorge Haymes Ltd. and dated January 25, 2001; a Site/Landscape Plan for Subarea D and Building Elevations for Subarea D prepared by Fitzgerald Associates Architects, dated July 18, 2002. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The Property within the Planned Development is divided into four (4) lettered Subareas (A -- D) as indicated on the Subarea Boundary Map. Subject to the Bulk Regulations and Data Table, the following uses are permitted on the Property under this Planned Development:

Any portion of the Property may be utilized on an interim basis for construction staging, the storage of construction materials and non-accessory parking for the various phases of development of the Property.

Subarea A:

Townhouses and multi-family residential units and accessory uses.

Subarea B:

Multi-family residential units and accessory uses. In addition, all permitted uses in the B4-5 Restricted Service District and ground floor residential uses shall be allowed; provided, however, that non-residential uses shall be limited to levels one (1) through four (4) above the West Wayman Street and North Desplaines Street levels, or the top floor of any high-rise structure.

Subarea C:

Public park and related uses.

Subarea D:

Multi-family residential units (including ground floor residential uses) and accessory uses; accessory parking; off-site accessory parking; non-accessory parking; and related uses. Further, all uses permitted in the M2-4 District shall be permitted in that portion of Subarea D currently used as a railroad right-of-way.

6. Temporary signs such as construction and marketing signs shall be permitted subject to the review and approval of the Department of Planning and Development. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
7. Off-street parking shall be provided in compliance with this Planned Development subject to the review and approval of the Departments of Transportation and Planning and Development. Except as specifically permitted in Subarea D, at no time shall parking spaces be sold or rented to persons not residing within the Planned Development boundaries. With respect to all residential units west of North Desplaines Street, a minimum of one (1) parking space shall be deeded along with each dwelling unit sold, with the exception of the twenty (20) affordable units sold under the City's CPAN program.
8. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in

- effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development. In Subarea D, each unit purchaser, except the purchasers of any dwelling set aside by the Applicant as an affordable unit, shall be required to purchase a minimum of one (1) parking space.
9. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.
 10. The improvements on the Property, the landscaping along adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site Plan, Landscape Plan and Building Elevations.
 11. The Applicant acknowledges that there is a lack of improved public open space in the immediate area and that the proposed development will create demand for new neighborhood parks and recreational facilities. The Applicant will therefore voluntarily donate to the City of Chicago a parcel of land containing approximately eleven thousand six hundred seven (11,607) square feet (zero and twenty-seven hundredths (0.27) acre), located generally at the northwest corner of North Union Avenue and West Wayman Street, for use as a public park. The donation of said parcel of land shall be made at the time the City vacates or otherwise closes to traffic that part of North Union Avenue adjacent to said parcel of land.
 12. For purposes of maximum floor area ratio ("FAR") calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining FAR permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment in excess of five thousand (5,000) square feet in a single location, regardless of placement in the building, shall be excluded.
 13. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements by the Commissioner of the Department of Planning and Development

shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers and the Illuminating Engineering Society.
15. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office of People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the director of MOPD has approved detailed construction drawings for each building or improvement.
16. In order to ensure that the Property is adequately served with school, library, police, fire and emergency services and facilities as it develops, the Applicant shall cooperate with the City in providing such information and documentation, from time to time upon the City's request, with regard to completed and anticipated development as may be appropriate to assist the City and other governmental bodies in assessing the need for such additional services and facilities.
17. With respect to Subarea D, unless substantial construction of the improvements contemplated by this amendment to RBPD Number 643 have commenced within six (6) years of the date of City Council approval of the amendment to RBPD Number 643, then the zoning of the Property within said Subarea D shall automatically revert to the former C3-5 Commercial-Manufacturing Zoning District. With respect to Subareas A, B and C, the provisions of Statement Number 17 of RBPD Number 643, as approved on March 7, 2001, shall apply.

[Existing Zoning Map; General Land-Use Map; and
Boundary and Property Line Map referred to in
these Plan of Development Statements
printed on pages 1067 through
1069 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads follows:

Residential-Commercial Planned Development No. 643, As Amended.

Bulk Regulations And Data Table.

Gross Site Area, 267,146 square feet (6.13 acres) = Net Site Area, 191,514 square feet (4.39 acres) + Area Remaining in Public Right-of-Way, 75,632 square feet (1.73 acres).

Maximum Permitted Floor Area Ratio:

Subarea A:	1.58
Subarea B:	8.21
Subarea C:	1.00
Subarea D:	2.50

Maximum Number of Dwelling Units:

Subarea A:	29
Subarea B:	421
Subarea C:	Not applicable
Subarea D:	132
Total:	582

Minimum Setbacks: In accordance with the Site Plan

Maximum Site Coverage: In accordance with the Site Plan

Minimum Number of Off-Street
Parking Spaces:

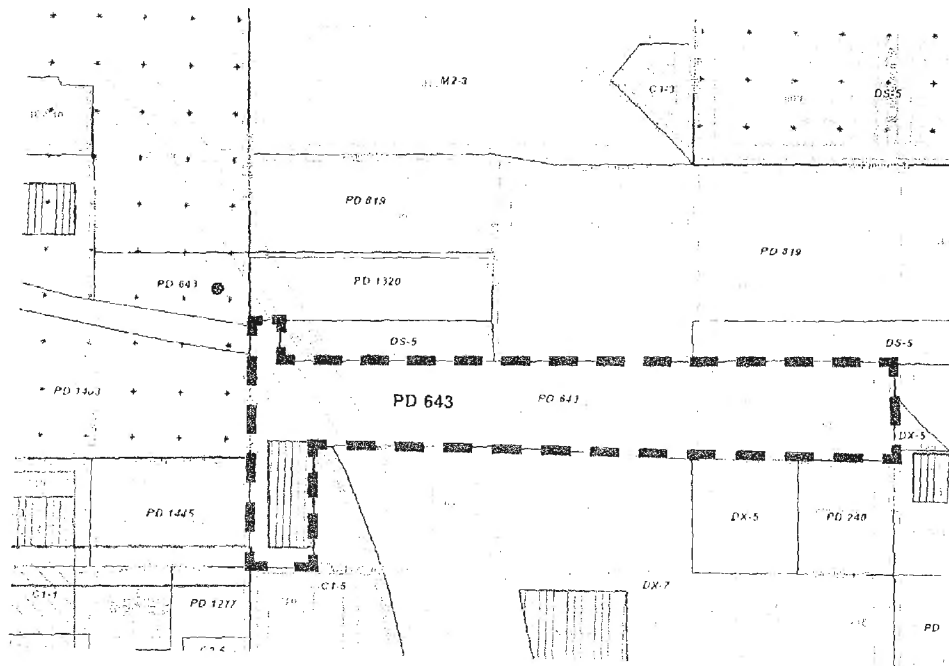
Subareas A and B:	Parking shall be provided at a minimum ratio of 1.15 parking spaces per dwelling unit
Subarea C:	None
Subarea D:	208 plus 20 tandem parking spaces total
	65 surface parking spaces to serve 126 North Desplaines Street
	142 + 20 tandem parking spaces within 740 West Fulton Market Building
	31 parking spaces shall be non-accessory
	In the event fewer units are constructed, fewer parking spaces shall be required, however, a minimum 1:1 parking ratio to each dwelling unit shall be maintained

Maximum Number of Off-Street
Loading Spaces:

Subarea A:	0
Subarea B:	2
Subarea C:	Not applicable
Subarea D:	1
Total:	3

Maximum Building Height: In accordance with the Building Elevations

**FINAL FOR
PUBLICATION**

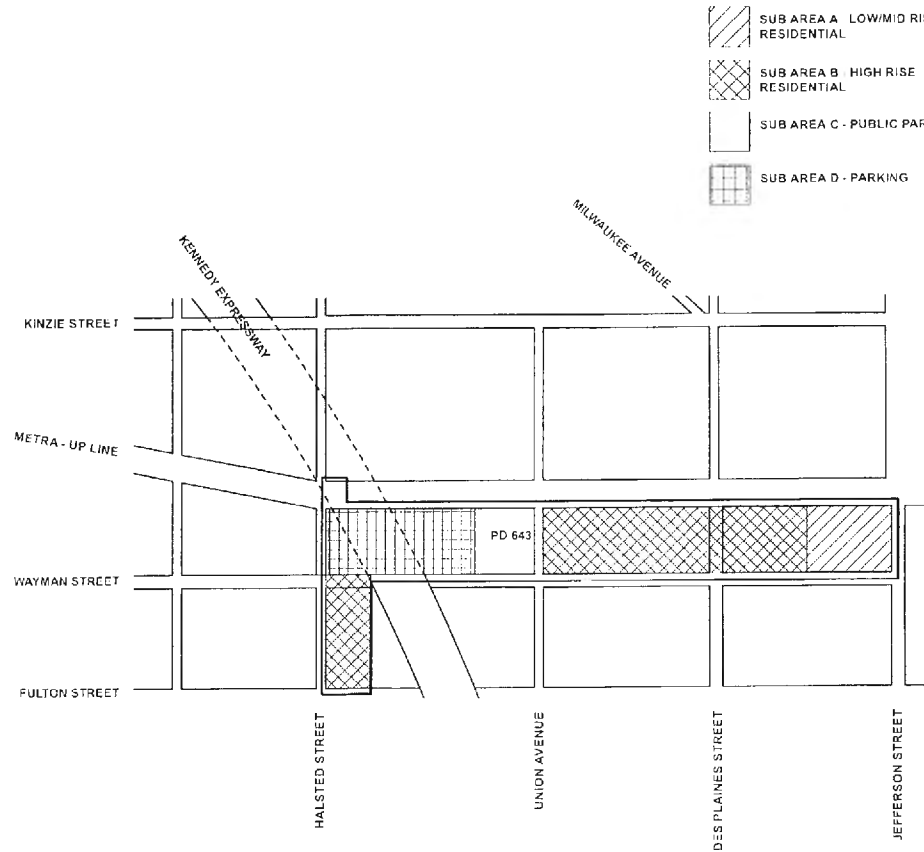


EXISTING ZONING MAP

Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023

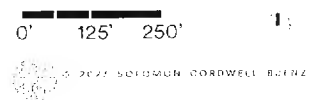
0' 125' 250'
 D. 2022 SOLOMON CORDWELL SUENZ

FINAL FOR PUBLICATION

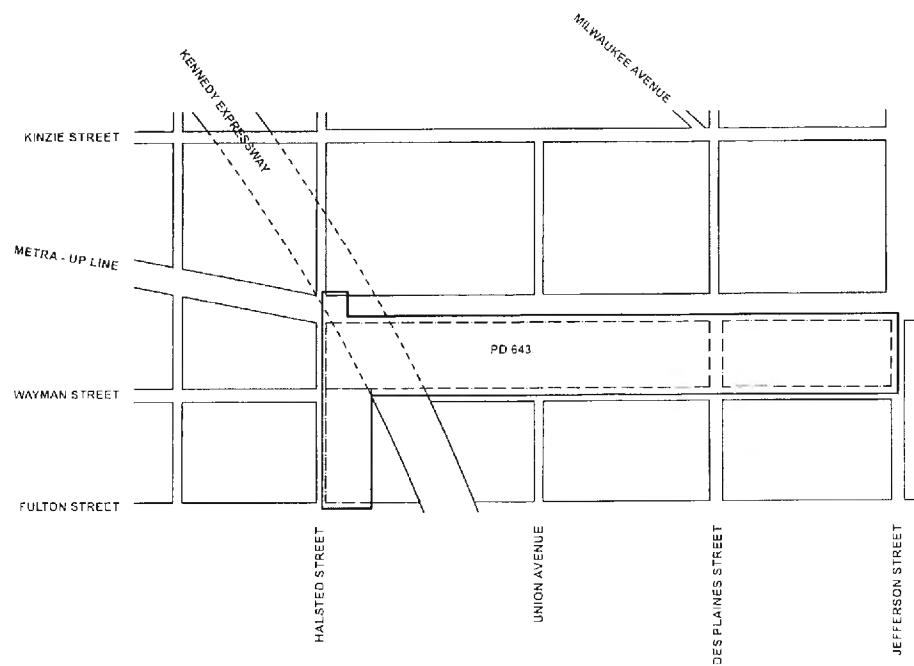


GENERAL LAND USE PLAN

Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023



FINAL FOR PUBLICATION



PD BOUNDARY AND PROPERTY LINE MAP

Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023

0' 125' 250'



© 2023 SOLOMON CORDEWELL BREVET

Reclassification Of Area Shown On Map No. 1-G.

(As Amended)

(Application No. 20866)

(Common Address: 1300 W. Carroll Ave.)

[O2023-5097/SO2023-0001865]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M2-3 Light Industry District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Carroll Avenue; North Ada Street; a line 189.00 feet north of and parallel to West Carroll Avenue; North Elizabeth Street; a line 177.70 feet north of and parallel to West Carroll Avenue; the 15-foot public alley east of and parallel to North Elizabeth Street; the 15-foot public alley north of and parallel to West Carroll Avenue; and a line 28.75 feet east of and parallel to North Elizabeth Street,

to those of a DX-7 Downtown Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Carroll Avenue; North Ada Street; a line 189.00 feet north of and parallel to West Carroll Avenue; North Elizabeth Street; a line 177.70 feet north of and parallel to West Carroll Avenue; the 15-foot public alley east of and parallel to North Elizabeth Street; the 15-foot public alley north of and parallel to West Carroll Avenue; and a line 28.75 feet east of and parallel to North Elizabeth Street,

to those of a Residential-Business Planned Development, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Planned Development Number (to be determined) ("Planned Development") consists of approximately 95,508 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). 1300 West Carroll Owner LLC is the owner of the Property and the "Applicant" for this Planned Development.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide

improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

Finally, the Applicant commits to fund the installation of one Divvy bike share station with no less than 19 docks.

4. This plan of development consists of nineteen (19) Statements; a Bulk Regulations Table; an Existing Land-Use Map; an Existing Zoning Map; a P.D. Boundary and Property Line Map; a Subarea Map; a Site/Landscape Plan; Subarea A Building Elevations (East, South, West, North); and Subarea A Facades (Residential Entrance, Parking, Office, Residential, Crown) prepared by Skidmore, Owings & Merrill and dated May 18, 2023 submitted herein. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as Planned Development Number _____:

residential above the ground floor; vacation rental; shared housing; animal services (excluding overnight boarding and kennels); office; hotel; daycare; business equipment sales and service; business support services; urban farm (rooftop operation); communication service establishments; eating and drinking establishments (all, including taverns); entertainment and spectator sports (excluding inter-track wagering facilities); indoor special events including incidental liquor sales; financial services (excluding payday loans and pawn shops); food and beverage retail sales; medical services; personal service; general retail sales; participant sports and recreation; limited and artisan manufacturing, production and industrial services; co-located wireless communication facilities, accessory parking and incidental and accessory uses.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 95,508 square feet and a base FAR of 7.0.

The Applicant acknowledges that the project has received a bonus FAR of 3.0, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 10.0. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the

Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

The Applicant or its successors or assignees shall, at its own cost, construct the proposed open space improvements depicted on the attached Landscape Plan (hereinafter, the "Open Space"). The Applicant, its successors or assigns, shall be responsible for maintaining, repairing, replacing, and managing the Open Space, including ensuring that the landscaping is well maintained, that the vegetation and plantings are kept in healthy condition and that the Open Space is clean, well lit, litter free and clear of snow (hardscaped areas) and debris. The Applicant shall provide sufficient liability insurance coverage for the operation of the Open Space for public use. Subject to periodic limited closures, the Open Space shall be open to the public, free of charge, during normal park hours from 6:00 A.M. to 11:00 P.M. every day of the year, and the Applicant shall post a sign at all entries visible from the public right-of-way stating the same. Further, the Applicant shall cause a mural to be painted on the west facade of the Subarea A parking garage and native grasses to be planted on the area identified as the Phase 2/Subarea B Plaza if construction of Phase 2 has not commenced within two years of issuance of the final certificate of occupancy for Phase 1/Subarea A.

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. Prior to the Part II approval (Section 17-13-0610 of the Chicago Zoning Ordinance) for any building in Subarea B, the Applicant shall submit a site plan, landscape plan and building elevations for the specific subarea for review and approval in accordance with the Site Plan Review provisions of Section 17-13-0800 of the Chicago Zoning Ordinance. Review and approval by Department of Planning and Development (DPD) and review by the Chicago Plan Commission for a courtesy presentation and comment is intended to assure that specific development components substantially conform with the Planned Development (P.D.) and to assist the City in monitoring ongoing development. Subarea Site Plan Approval Submittals (Section 17-13-0800) need only include that portion of the Property for which approval is being sought by the Applicant. If the Applicant is seeking approval for a portion of the Property that represents less than an entire subarea, the Applicant shall also include a site plan for that area of the Property which is bounded on all sides by either public rights-of-way or the boundary of the nearest subarea. The site plan provided shall include all dimensioned and planned street rights-of-way.

No Part II approval for any portion of Subarea B shall be granted until Site Plan approval has been granted. Following approval by DPD, the approved Subarea Site Plan Approval Submittals, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the P.D.

Provided the Site Plan Submittal required hereunder is in general conformance with this Planned Development and the Design Guidelines, and provided Applicant has timely provided all Site Plan Submittals, the Commissioner of DPD (the "Commissioner") shall issue such site plan approval and the Plan Commission shall conduct its review hearing of the Site Plan Submittal. Following approval of a Site Plan Submittal by the Commissioner, the approved plan shall be kept on permanent file with

the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development.

After approval of the Subarea Site Plan, changes or modifications may be made pursuant to the provisions of Statement 12. In the event of any inconsistency between approved plans and the terms of the P.D., the terms of the P.D. shall govern. Any Subarea Site Plan Approval Submittals shall, at a minimum, provide the following information:

- fully-dimensioned site plan (including a footprint of the proposed improvements);
- location and dimensions of all parking spaces and loading berths;
- fully-dimensioned building elevations;
- building sections of the improvements;
- building materials list;
- fully-dimensioned landscape plan(s);
- statistical information applicable to the subject subarea, including floor area, the applicable floor area ratio, uses to be established, floor area devoted to all uses; building heights and setbacks;
- if requested by DPD, a School Impact Study may be required with a future site plan submittal; and
- an approved Site Plan by CDOT, Fire Prevention Bureau, Mayor's Office for People with Disabilities, and the Building Department's Division of Stormwater Management.

Subarea Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the P.D.

16. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development

approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and *(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

17. The Applicant acknowledges and agrees that the rezoning of the Property from an M2-3 Neighborhood Commercial District to a DX-7 Downtown Mixed-Use District, and then to this Residential-Business Planned Development ("P.D.") is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "downtown district" within the meaning of the ARO and permits the construction of 361 dwelling units in Subarea A and 380 dwelling units in Subarea B. The Applicant intends to construct a 361-unit rental residential development in Subarea A (the "Project"). This statement addresses ARO compliance for the Project. Compliance with the ARO for Subarea B will be determined in the future if a residential development project is proposed, subject to Site Plan Approval as set forth in Statement 15.

* Editor's Note: numbering sequence error; (i) missing in original document.

Developers of rental projects in downtown districts with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant for Subarea A has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation for Subarea A is 72.2 affordable units (20 percent of 361) and half of those affordable units are Required Units. Pursuant to subsection (T) of the ARO, the Applicant must either pay a fractional in lieu fee or provide an additional unit on-site or off-site to satisfy the fractional obligation. The Applicant for Subarea A has agreed to satisfy its affordable housing obligation by providing 72 affordable units in the rental building in Subarea A and paying an in-lieu fee for the fractional (0.2) unit, as set forth in the Affordable Housing Profile ("AHP") attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that: (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI, (y) at least one-third (or 24 units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 4 of the 24 units) must be affordable to households at or below 40 percent of the AMI, and (z) all income levels must be multiples of 10 percent of the AMI.

This P.D. is located in the Fulton Market Innovation District (the "FMID"). The Chicago Plan Commission adopted a plan for the FMID in July 2014, and approved an update to the plan (the "FMID Plan Update") in February 2021. The FMID Plan Update allows residential uses north of Lake Street in the FMID and establishes a 30 percent affordability goal for new residential projects in that area. In order to achieve that goal, the City's Department of Housing ("DOH") is committed to offering developers a menu of public assistance. The Applicant for subarea agrees to collaborate with DOH to provide an additional 36.1 affordable units (10 percent of 361) either on-site or in an off-site location within the boundaries of the FMID, in accordance with the FMID Plan Update (the "FMID Units"). Specifically, the Applicant for Subarea A and DOH will collaborate to establish the additional cost associated with the construction of the

FMID Units, including review of a detailed budget and proforma. The Applicant for Subarea A will work with DOH to identify public financial assistance to fund the FMID Units, whether on-site or off-site through a potential partnership with an affordable housing developer. To that end, the Applicant: (a) has submitted an intake form to initiate the process required to apply for financial assistance from the City, including, but not limited to, 4 percent Low-Income Housing Tax Credits (the "FMID Financial Assistance"); and (b) has agreed to collaborate with DOH to explore partnerships with affordable housing developers to provide the FMID Units. If the Applicant is not awarded FMID Financial Assistance or is unable to form a partnership with an affordable housing developer on terms that will fully fund the cost of the FMID Units to meet the 30 percent affordability goal, the Applicant may proceed with the development of the Project without providing the unfunded FMID Units, provided, however, the Applicant must notify DOH of its determination that providing all of the FMID Units is not feasible at least 6 months prior to the issuance of the first vertical improvements permit for any residential building in the P.D. by providing to DOH a written explanation therefor and, at DOH's request, the Applicant must provide an informational presentation to the Plan Commission on such determination prior to the issuance of such permit. Notwithstanding the foregoing, if DOH is unable to award the Applicant any FMID Financial Assistance, such presentation will not be requested.

If the Applicant for Subarea A requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to the Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D. and will constitute a lien against such property. If the IHA is executed before the Applicant and DOH complete negotiations regarding the FMID Units, the Applicant agrees to update, amend, and re-record the IHA as necessary to incorporate any additional FMID affordability requirements. The Commissioner of DOH may enforce remedies for any breach of this Statement 17, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

18. The Applicant acknowledges that the Property is located in the Kinzie Industrial Corridor Conversion Area and has undergone a "rezoning" within the meaning of

Chapter 16-8 of the Municipal Code (the "Industrial Corridor System Fund Ordinance"). As a result of this rezoning, the Planned Development is subject to the conversion fee provisions of the Industrial Corridor System Fund Ordinance. The purpose of the conversion fee is to mitigate the loss of industrial land and facilities in conversion areas by generating funds for investment in receiving industrial corridors in order to preserve and enhance the city's industrial base, support new and expanding industrial uses, and ensure a stable future for manufacturing and industrial employment in Chicago. The Applicant is required to pay the conversion fee in full prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the conversion fee may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The amount of the conversion fee due prior to the issuance of a building permit shall be calculated based on the fee rate in effect at the time of payment.

19. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to the DX-7 Downtown Mixed-Use District.

[Unit Distribution Floor Plans; Existing Land-Use Plan; Existing Zoning Map; Boundary and Property Line Map; Subarea Map; Site/Landscape Plan; Subarea A -- North, South, East and West Building Elevations; and Residential Entrance, Parking, Office, Residential and Crown Facades referred to in these Plan of Development Statements printed on pages 1085 through 1100 of this *Journal*.]

Bulk Regulations and Data Table, ARO Affordable Housing Profile Form (AHP) and ARO Web Form referred to in these Plan of Development Statements read as follows:

Residential Business Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area (square feet):	134,845
Area of Public Rights-of-Way (square feet):	39,337
Net Site Area (square feet):	95,508
Subarea A:	65,297

Subarea B:	30,211
Maximum Floor Area Ratio:	10.0
Subarea A:	9.4
Subarea B:	11.3
Maximum Permitted Dwelling Units:	741
Subarea A:	361
Subarea B:	380
Minimum Off-Street Parking Spaces:	405
Subarea A:	249
Subarea B:	156
Minimum Bicycle Parking Spaces:	
Subarea A:	190
Subarea B:	1 per 2 auto spaces
Minimum Off-Street Loading Berths:	
Subarea A:	3 (10 feet by 25 feet)
Subarea B:	2 (10 feet by 25 feet)
Maximum Building Height:	
Subarea A:	515 feet, 0 inches
Subarea B:	418 feet, 0 inches
Minimum Setbacks:	In accordance with plans

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ARO Affordable Housing Profile Form (AHP)

Submit this form for projects that are subject to the ARO. More information is online at www.cityofchicago.org/ARO.

This completed form should be returned to the Department of Housing (DOH), 121 N LaSalle Street, 10th Floor, Chicago, IL 60602. E-mail: ARO@cityofchicago.org

Date: 3/20/23

DEVELOPMENT INFORMATION

Development Name: 1300 W Carroll

Development Address: 1300 W Carroll, Chicago, IL 60607

Zoning Application Number, if applicable: 20866

Ward: 27th

If you are working with a Planner at the City, what is his/her name?

Fernando Espinoza

Type of City Involvement

check all that apply

☐ City Land

☒ Planned Development (PD)

☐ Financial Assistance

☐ Transit Served Location (TSL) project

☒ Zoning increase

REQUIRED ATTACHMENTS: the AHP will not be reviewed until all required docs are received

- ☒ ARO Web Form completed and attached - or submitted online on
- ☒ ARO "Affordable Unit Details and Square Footage" worksheet completed and attached (*Excel*)
- ☒ If ARO units proposed, Dimensioned Floor Plans with affordable units highlighted are attached (*pdf*)
- ☐ If ARO units proposed are off-site, required attachments are included (see next page)
- ☐ If ARO units are CHA/Authorized Agency units, signed acceptance letter is attached (*pdf*)

DEVELOPER INFORMATION

Developer Name: 1300 W. Carroll Owner, LLC

Developer Contact: Brian Bezanis

Developer Address: 333 N Green, Suite 1100, Chicago, IL 60607

Email: bbezanis@sterlingbay.com

Developer Phone: 312-566-4937

Attorney Name: Katie Jahnke Dale

Attorney Phone: 312-368-2153

TIMING

Estimated date marketing will begin: Q4 2025

Estimated date of building permit*: Q1 2024

Estimated date ARO units will be complete: Q1 2026

*the in-lieu fee, recorded covenant and \$5,000 per unit administration fee (for off-site units) are required prior to the issuance of any building permits, including the foundation permit.

PROPOSED UNITS MEET REQUIREMENTS (to be executed by Developer & ARO Project Manager)

Developer or their agent

5/11/2023

Date

ARO Project Manager

5/17/2023

Date



AFFORDABLE REQUIREMENTS ORDINANCE



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ARO Web Form

Applicant Contact Information

Name: 1300 W Carroll Owner, LLC

Email: bbezanis@sterlingbay.com

Development Information**Address****Submitted Date: 03/20/2023**

Number From: 1300

Number To: N/A

Direction: W

Street Name: Carroll

Postal Code: 60607

Development Name

1300 W Carroll

Are you rezoning to downtown?: Yes

Is your project subject to the ARO Pilots?: 2021 ARO Applies

Information

Ward: 27

ARO Zone: Downtown

Details

ARO Trigger: Downtown Planned Development

Total Units: 361

Development Type: Rent

Date Submitted: 11/17/2021

Requirements

ARO Units: 72.2 (20% of 361 total dwelling units)

How do you intend to meet your ARO obligation?

On-Site: 72

Off-Site: 0

On-Site to CHA or Authorized agency: 0

Off-Site to CHA or Authorized agency: 0

Total Units: 72 on-site units + \$42,526.00 in-lieu of 0.2 ARO Units (0.2 x \$212,630).

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Project Name: 1300 West Carroll St
 Zoning Application number, if applicable: 18777

Address: 1300 W Carroll Street
 Is this a For-Sale or Rental Project? Rental
 Anticipated average psf rent/price?*

Total Units in Project: 361
 Total Affordable units: 72

*If this is a for-sale project, please submit a current Appraisal or CMA for the market rate units in the development.

unit type	Summary					affordable v. market square footage*	
	how many?	market rate % of total footage	how many?*	% of total footage	avg. square footage		
studio	65	22%	422	16	22%	41.7	95%
convertible	43	15%	503	11	15%	562	93%
one-bed	134	46%	502	33	46%	778	86%
two-bed	47	16%	1,252	12	17%	1,171	93%
N/A	0	0%	-	0	0%	-	-

*ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios).

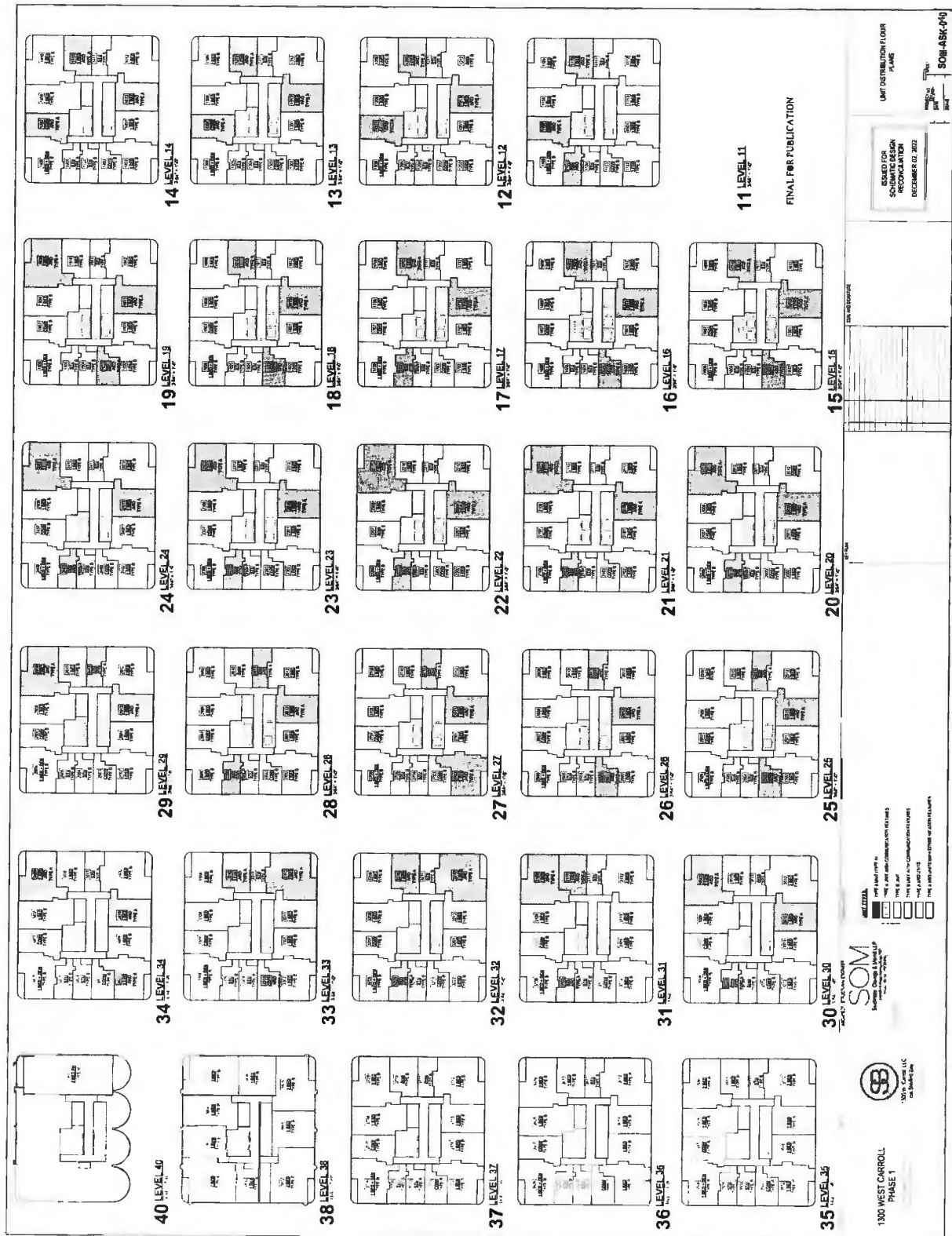
**the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines

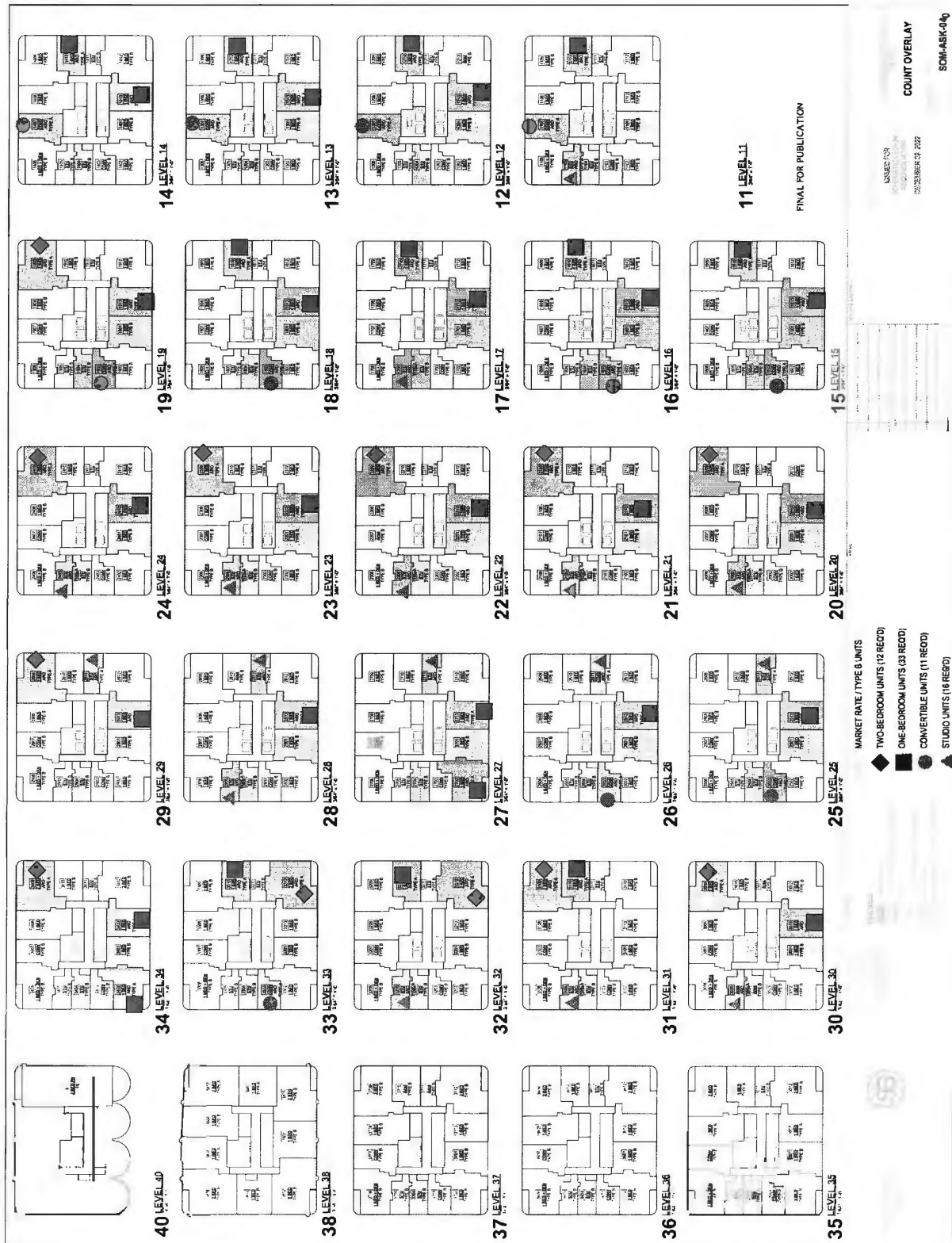
All projects with proposed ARO units must complete this tab

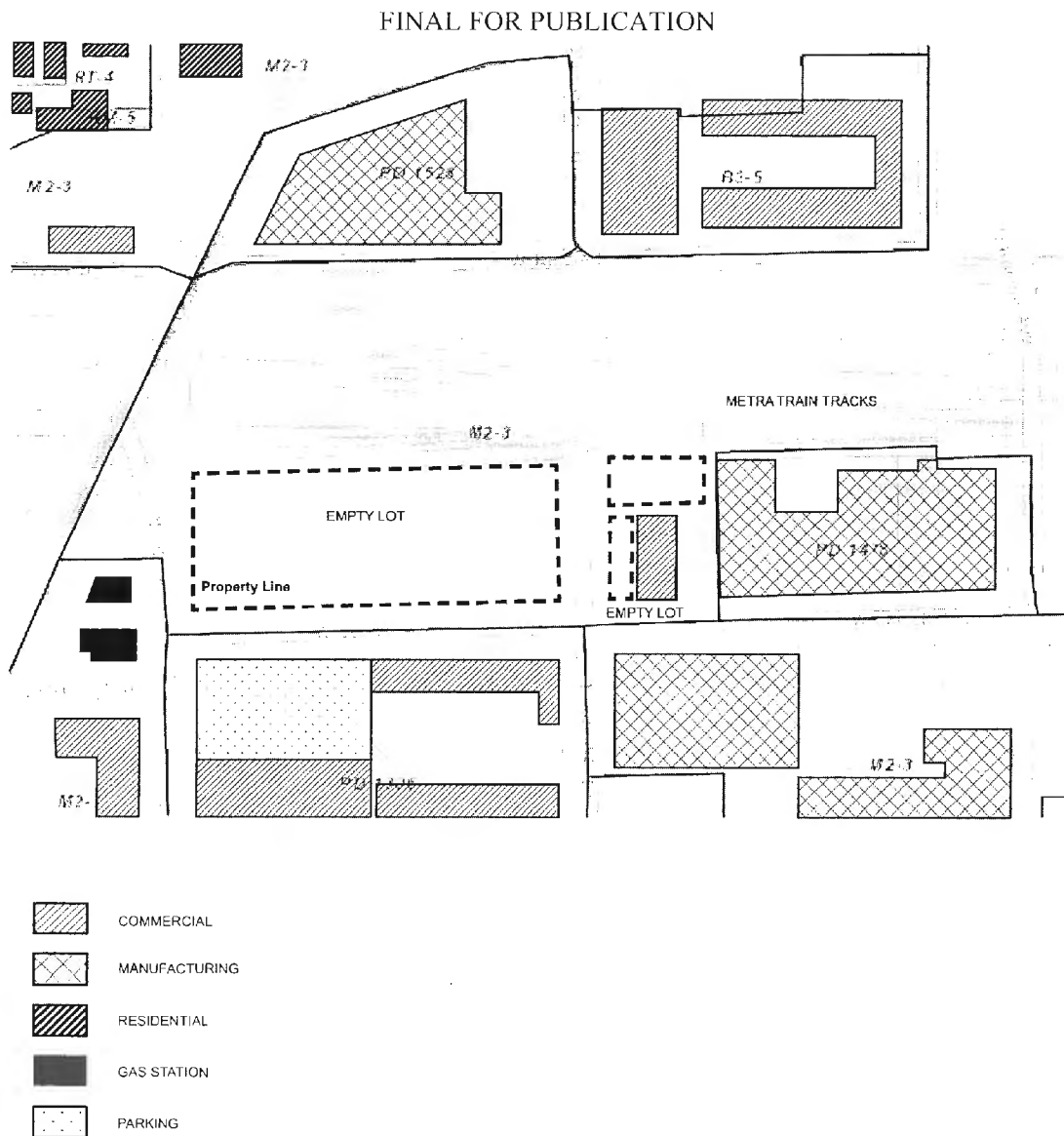
	Market Rate Units		Affordable Units	
	Parking spaces within building	In Unit	Parking spaces within building	In Unit
Parking				
Laundry				
Appliances				
Refrigerator	Age/Finish/Make/Model/Color	New, Finish and Manufacturer TBD	New, Finish and Manufacturer TBD	
Dishwasher	Age/Finish/Make/Model/Color	New, Finish and Manufacturer TBD	New, Finish and Manufacturer TBD	
Stove/Oven	Age/Finish/Make/Model/Color	New, Finish and Manufacturer TBD	New, Finish and Manufacturer TBD	
Microwave	Age/Finish/Make/Model/Color	New, Finish and Manufacturer TBD	New, Finish and Manufacturer TBD	
Bathroom(s)				
How many?	Yes, minimum 1 per unit	Yes, minimum 1 per unit	Yes, minimum 1 per unit	
Hall bath? Full bath?				
Kitchen countertops	Material	New, material type TBD	New, material type TBD	
Flooring	Material	Composite material	Composite material	
HVAC	Water Source Heat Pump	Water Source Heat Pump	Water Source Heat Pump	
Other	TBD	TBD	TBD	

	Affordable Unit Mix by AMI Level						Total ARO Units by Type
	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI		
Studio	3	2	6	3	2		16
Conv	1	3	3	1	3		11
1-BED	6	5	10	6	6		33
2-BED	3	2	3	2	2		12
	13	12	22	12	13		72

***THIS IS A PRELIMINARILY APPROVED AHP. THE AHP WILL NEED TO BE REVISED TO CORRECT FLOOR PLANS AS FOLLOWS: ARO UNIT 2611 ON FLOOR PLANS IS LABELED AS A CONVERTIBLE UNIT; IT WOULD NEED TO BE RELABELED TO A STUDIO. UNIT NUMBERS ON LEVEL 1S AND LEVEL 16 NEED TO BE REVISED. ***



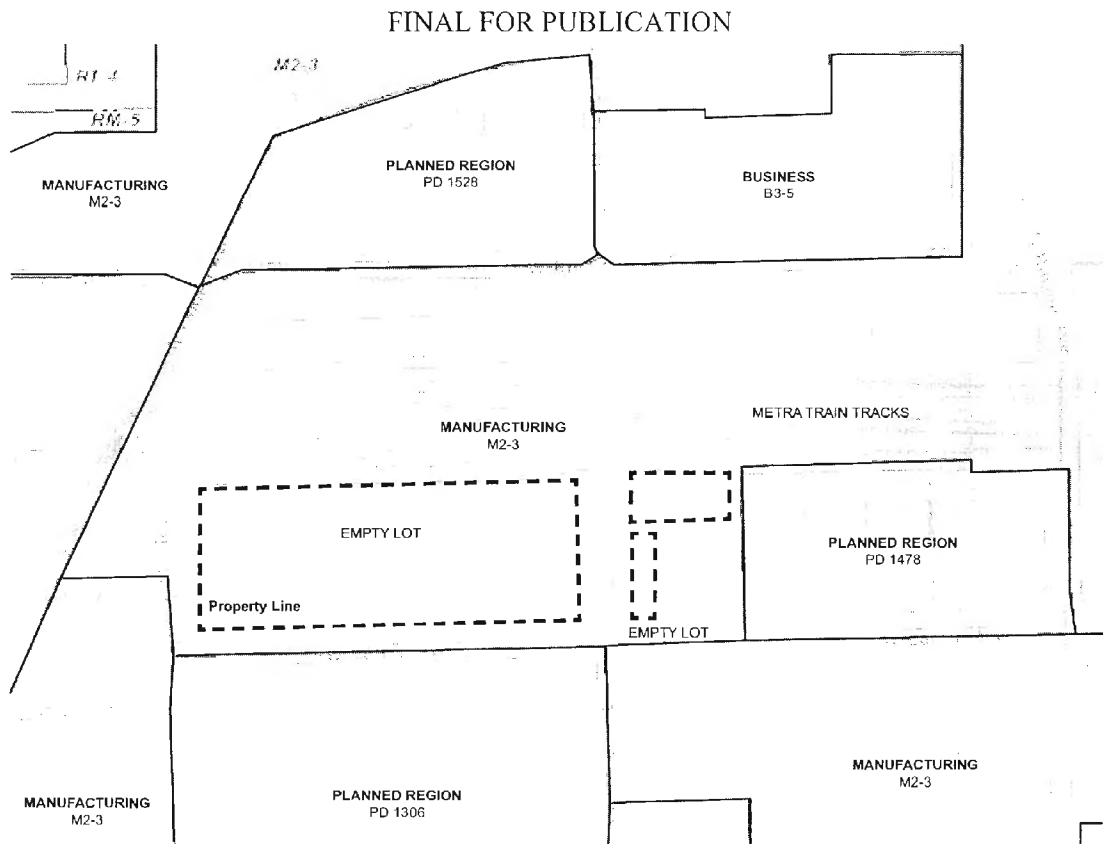




Applicant
Address
Introduced
Plan Commission

1300 W. Carroll Owner, LLC
1300 W. Carroll, Chicago, IL 60607
November 17, 2021
May 18, 2023





EXISTING ZONING MAP

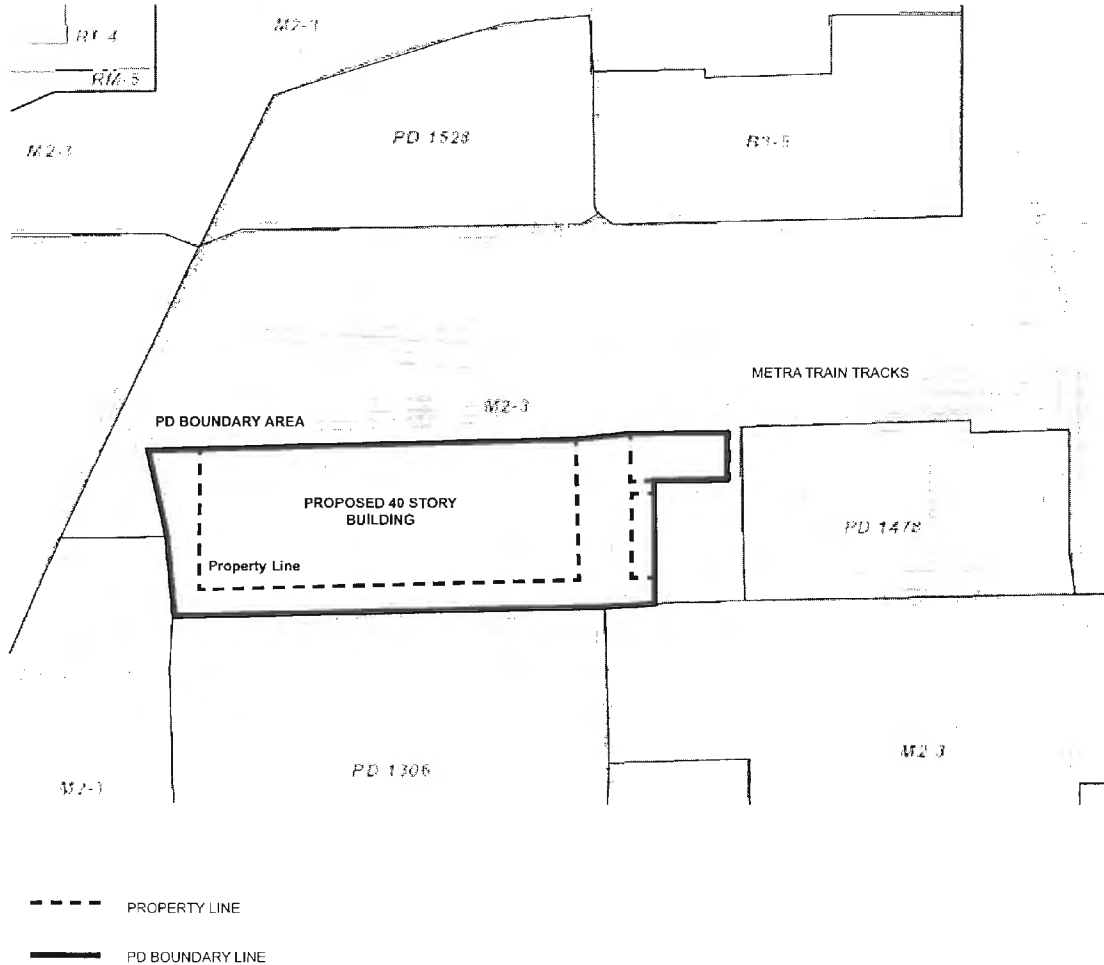


Applicant
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1300 W. Carroll Owner, LLC
1300 W. Carroll, Chicago, IL 60607
November 17, 2021
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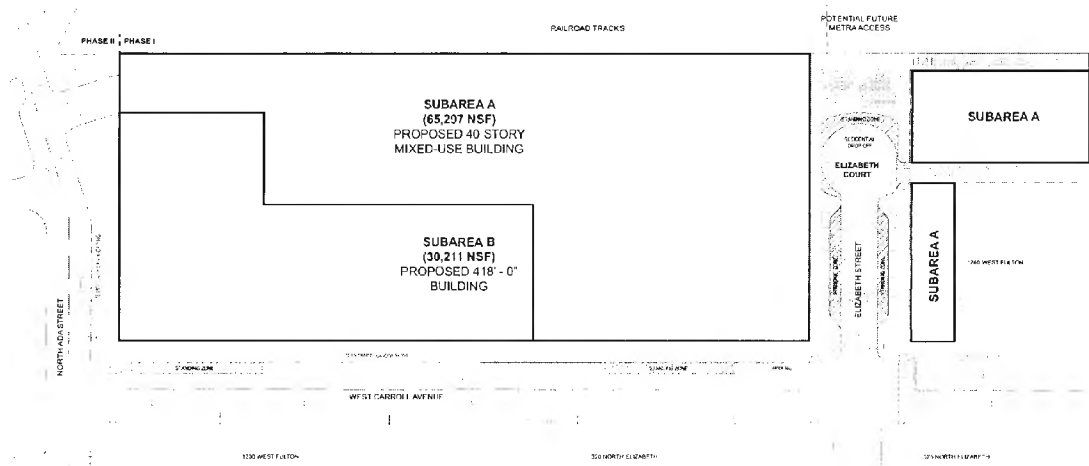
AREA OF PUBLIC RIGHTS-OF-WAY	39,337 SF
GROSS SITE AREA	134,845 SF
NET SITE AREA	95,508 SF

PD BOUNDARY AND PROPERTY LINE

Applicant	1300 W. Carroll Owner, LLC
Address	1300 W. Carroll, Chicago, IL 60607
Introduced	November 17, 2021
Plan Commission	May 18, 2023

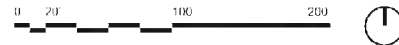


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AREA OF PUBLIC RIGHTS-OF-WAY	39,337 SF
GROSS SITE AREA	134,845 SF
NET SITE AREA	95,508 SF

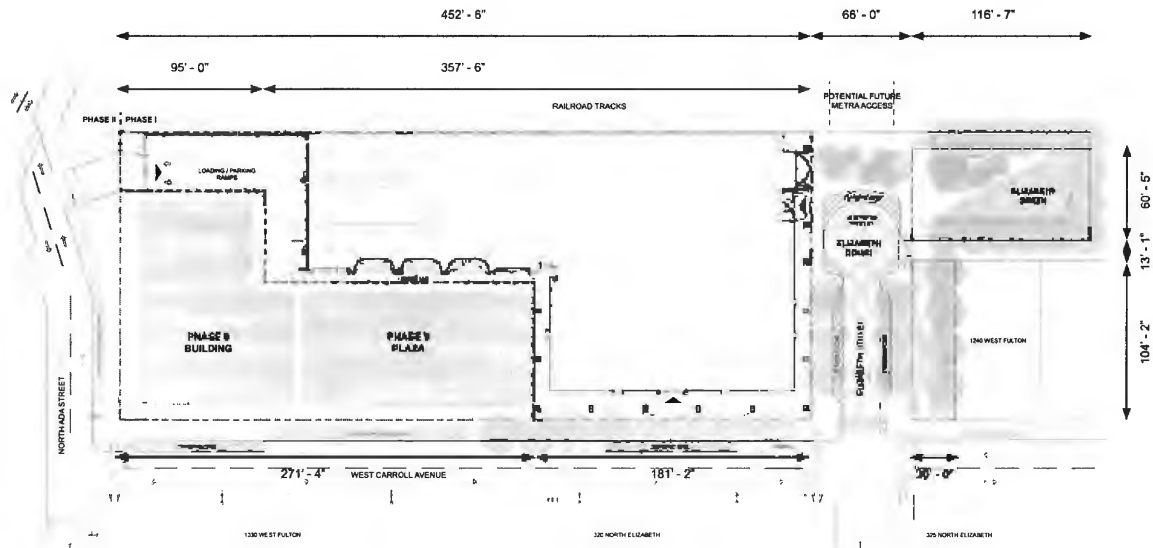
SUBAREA MAP



Applicant 1300 W. Carroll Owner, LLC
 Address 1300 W. Carroll, Chicago, IL 60607
 Introduced November 17, 2021
 Plan Commission May 18, 2023

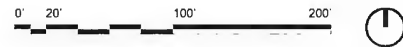


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OPEN SPACE (PHASE I) 17,160 SF

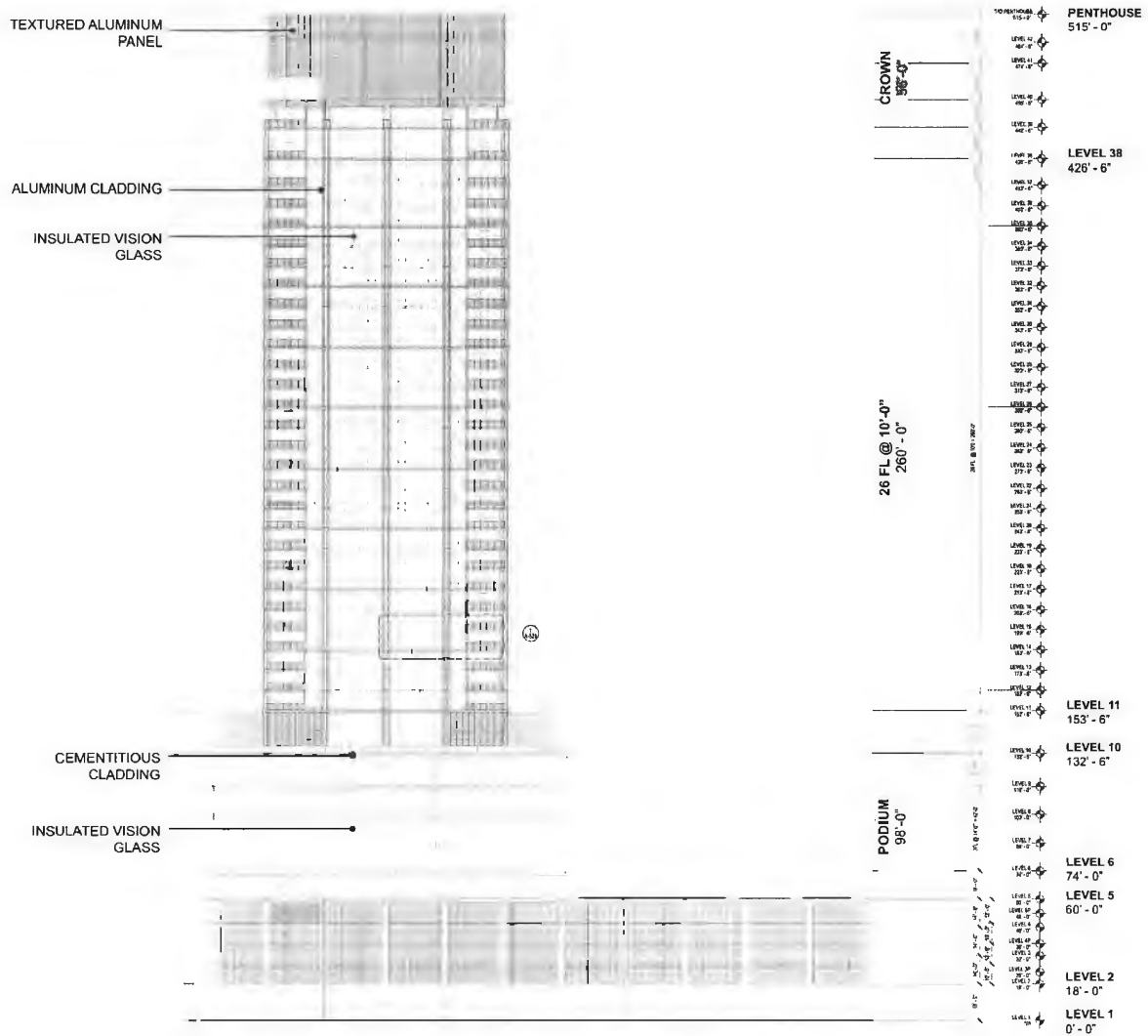
SITE / LANDSCAPE PLAN



Applicant 1300 W. Carroll Owner, LLC
 Address 1300 W. Carroll, Chicago, IL 60607
 Introduced November 17, 2021
 Plan Commission May 18, 2023



FINAL FOR PUBLICATION

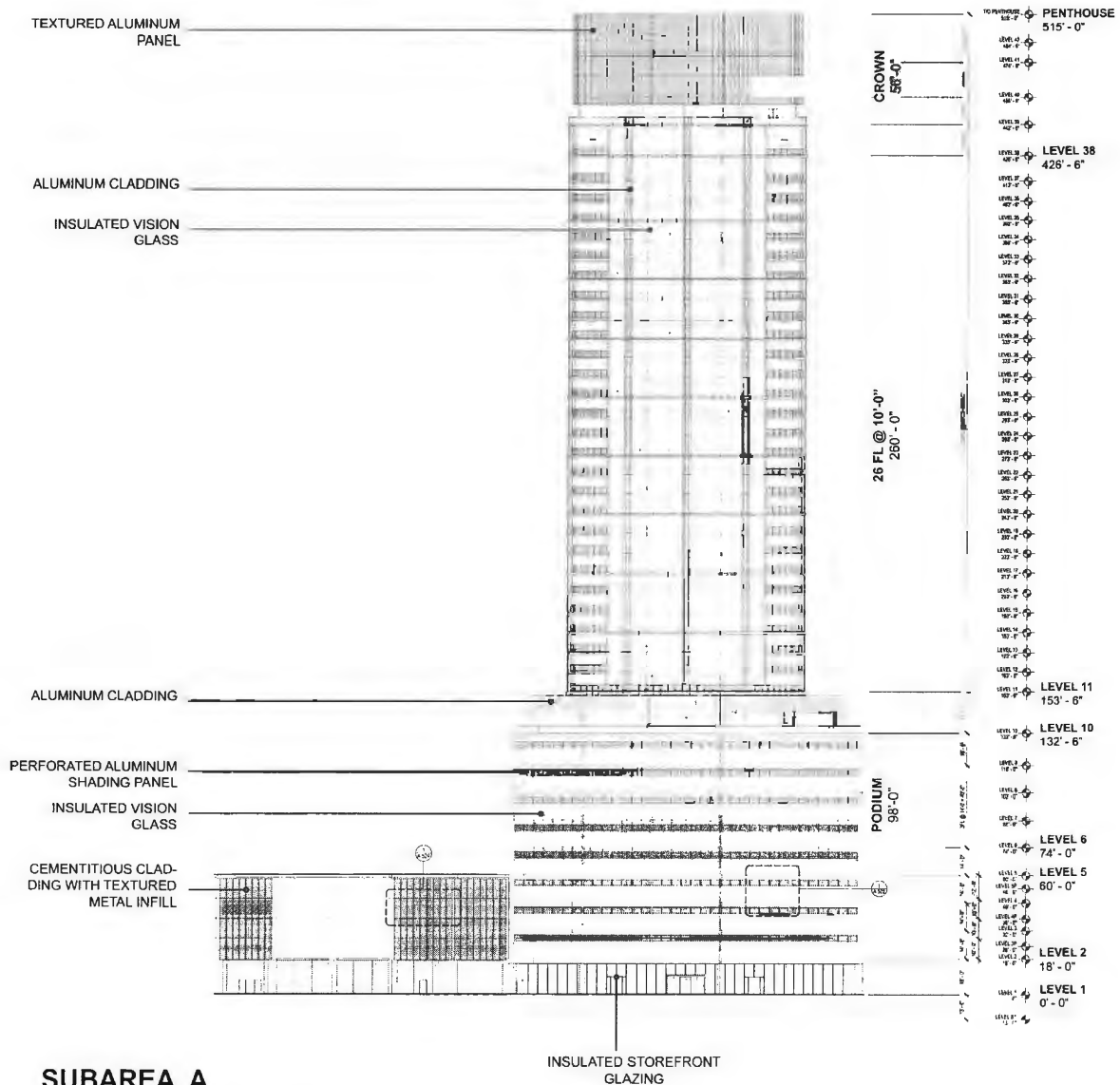


SUBAREA A NORTH ELEVATION

Applicant 1300 W. Carroll Owner, LLC
 Address 1300 W. Carroll, Chicago, IL 60607
 Introduced November 17, 2021
 Plan Commission May 18, 2023



FINAL FOR PUBLICATION



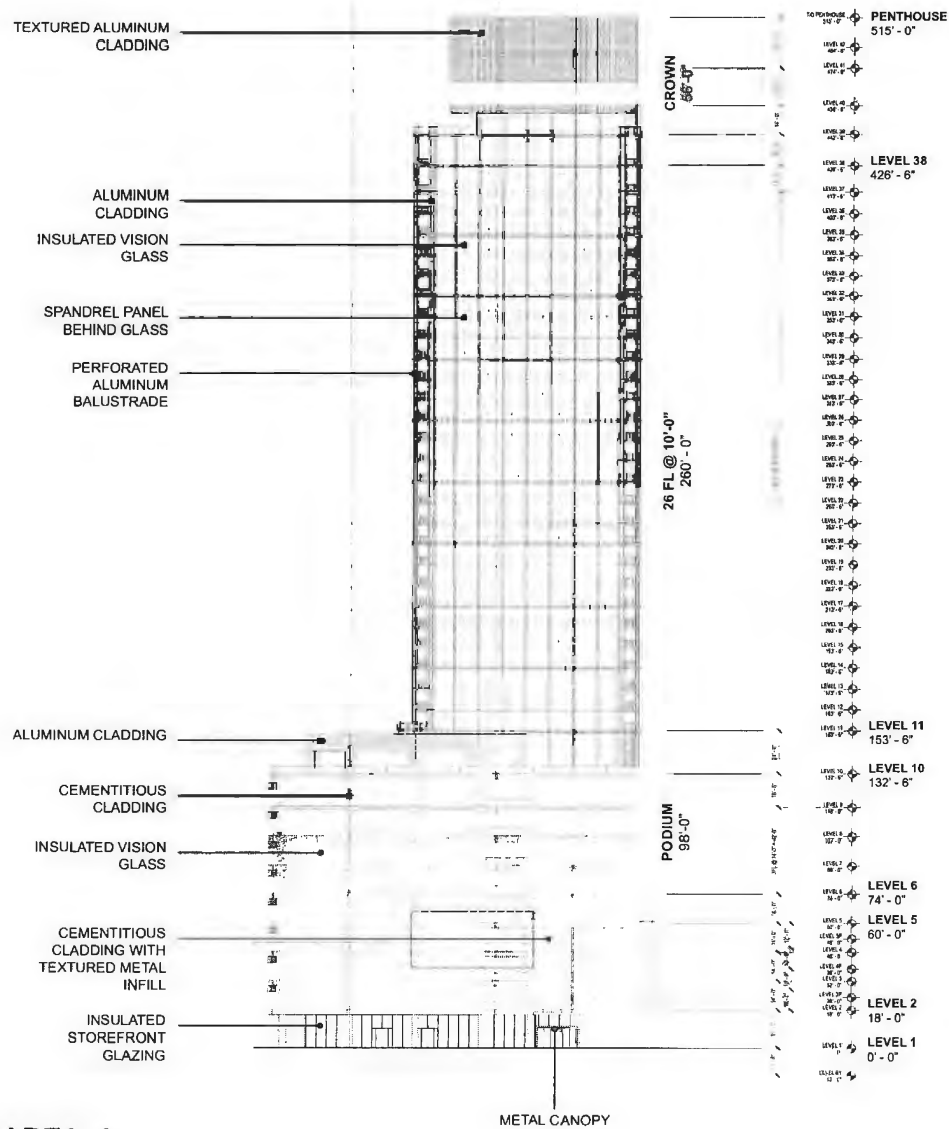
SUBAREA A SOUTH ELEVATION

Applicant
Address
Introduced
Plan Commission

1300 W. Carroll Owner, LLC
1300 W. Carroll, Chicago, IL 60607
November 17, 2021
May 18, 2023



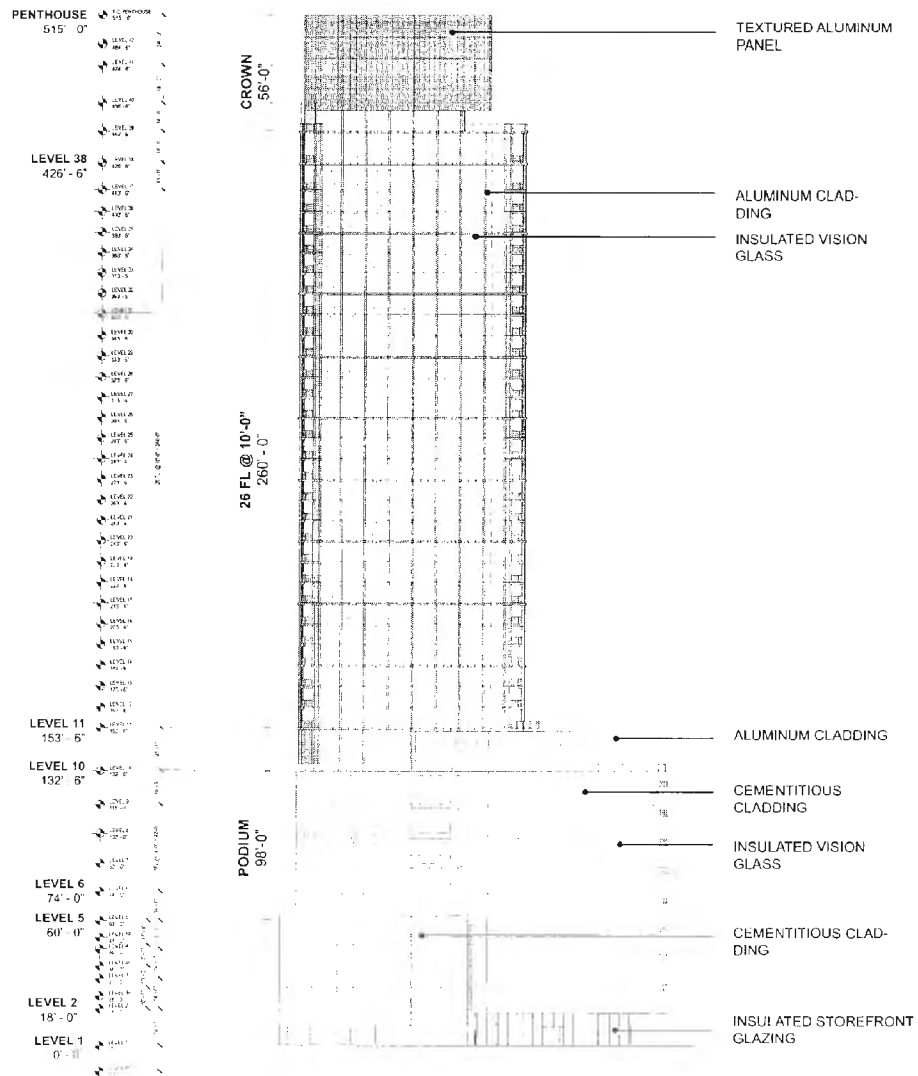
FINAL FOR PUBLICATION

SUBAREA A
EAST ELEVATION

Applicant 1300 W. Carroll Owner, LLC
 Address 1300 W. Carroll, Chicago, IL 60607
 Introduced November 17, 2021
 Plan Commission May 18, 2023



FINAL FOR PUBLICATION



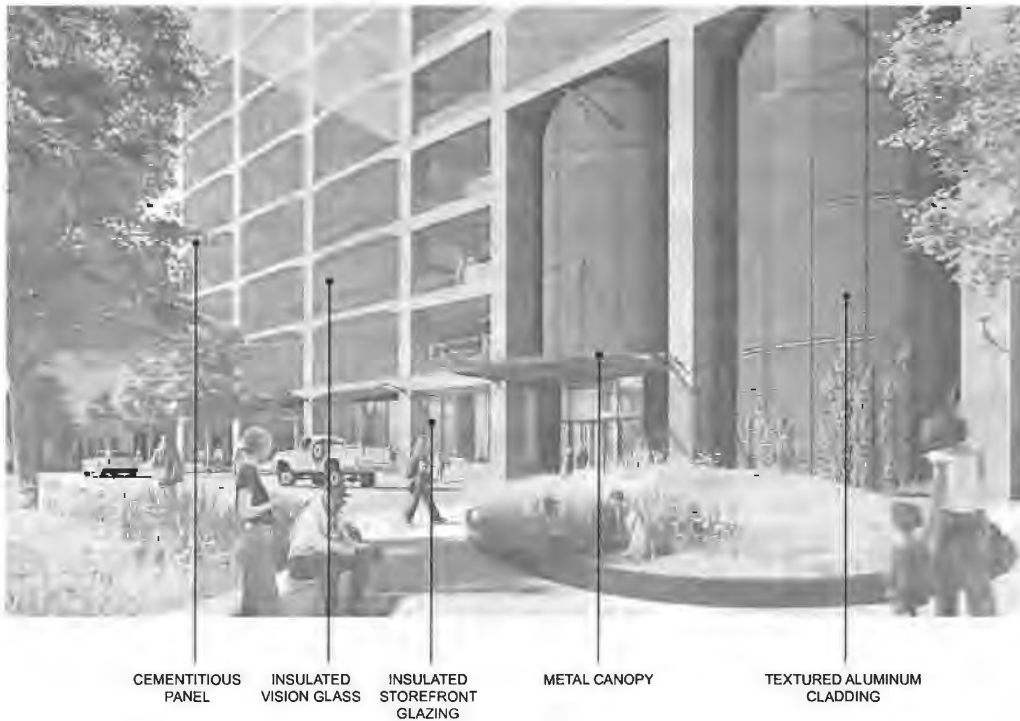
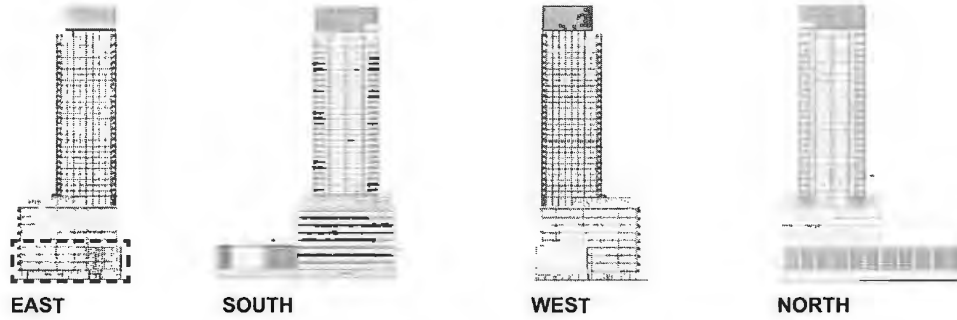
SUBAREA A

WEST ELEVATION

Applicant 1300 W. Carroll Owner, LLC
 Address 1300 W. Carroll, Chicago, IL 60607
 Introduced November 17, 2021
 Plan Commission May 18, 2023



FINAL FOR PUBLICATION



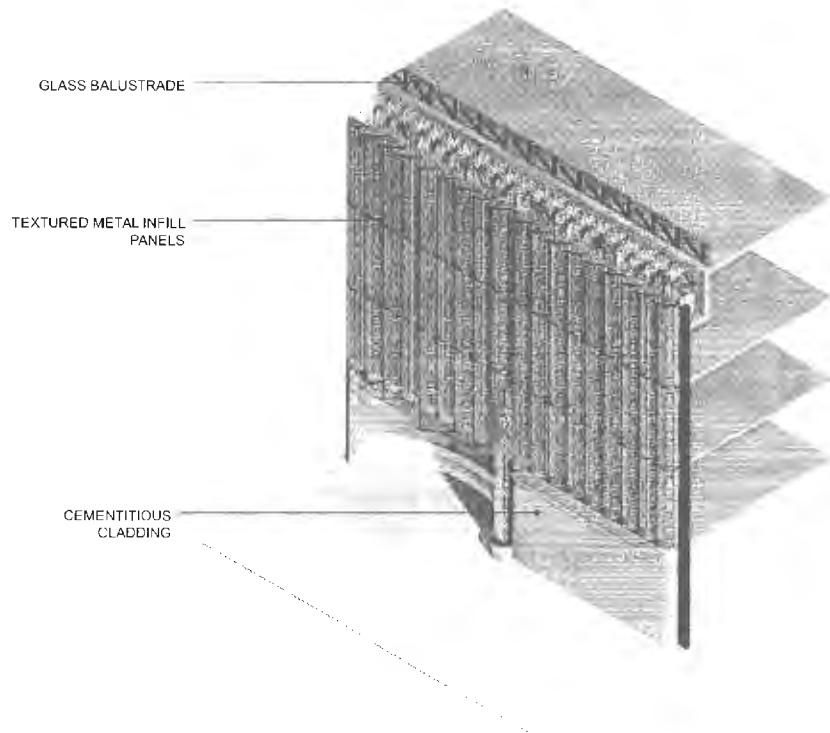
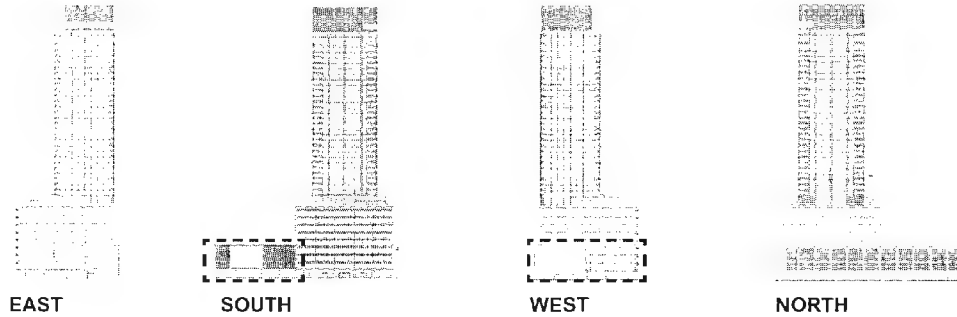
RESIDENTIAL ENTRANCE FACADE

Applicant
Address
Introduced
Plan Commission

1300 W. Carroll Owner, LLC
1300 W. Carroll, Chicago, IL 60607
November 17, 2021
May 18, 2023



FINAL FOR PUBLICATION



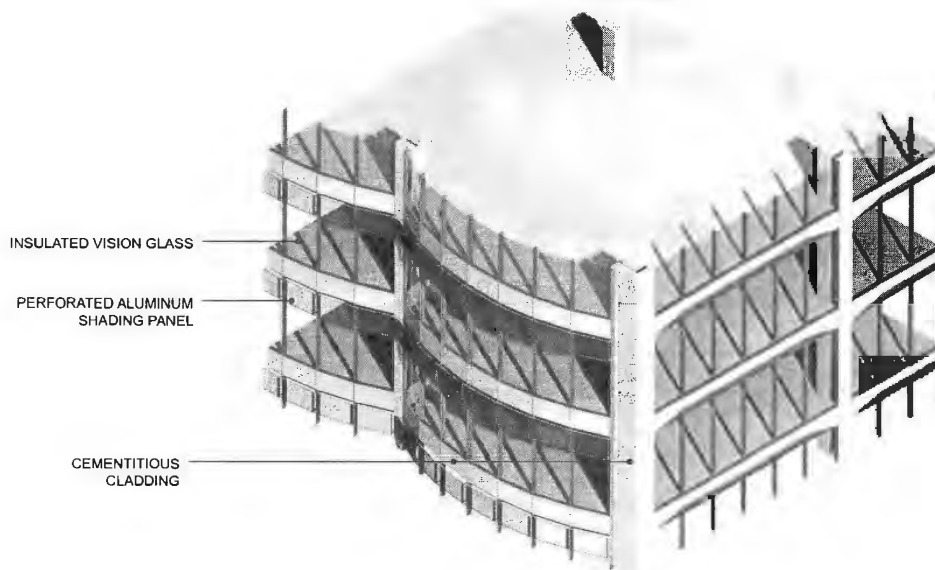
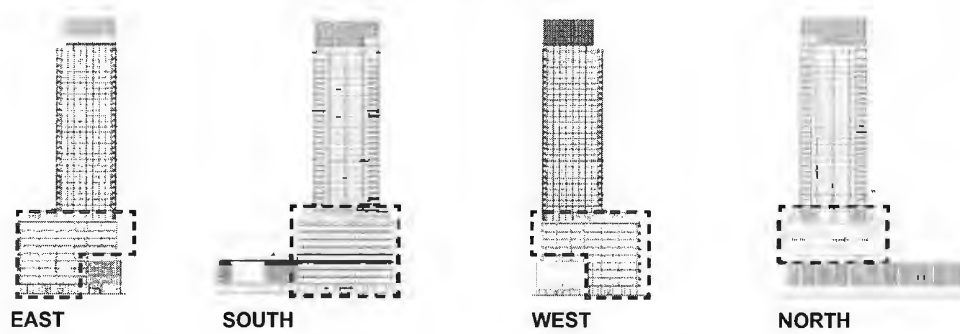
PARKING FACADE

Applicant
Address
Introduced
Plan Commission

1300 W. Carroll Owner, LLC
1300 W. Carroll, Chicago, IL 60607
November 17, 2021
May 18, 2023



FINAL FOR PUBLICATION

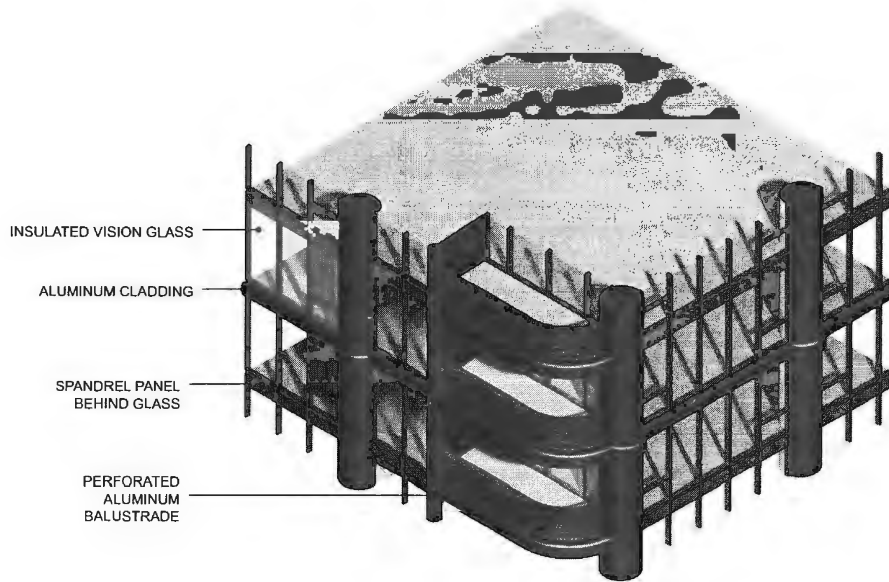
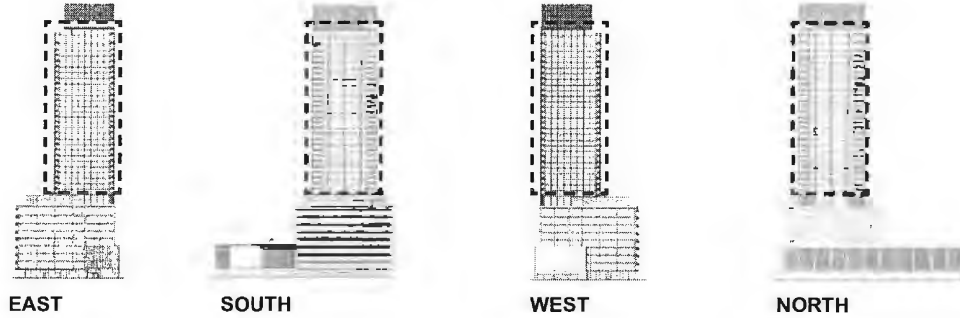


OFFICE FACADE

Applicant 1300 W. Carroll Owner, LLC
 Address 1300 W. Carroll, Chicago, IL 60607
 Introduced November 17, 2021
 Plan Commission May 18, 2023



FINAL FOR PUBLICATION

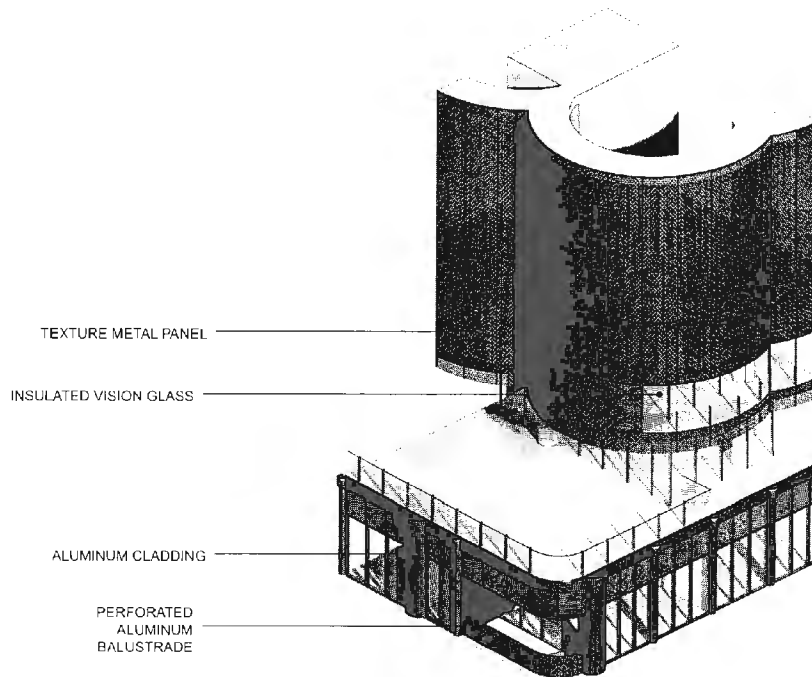
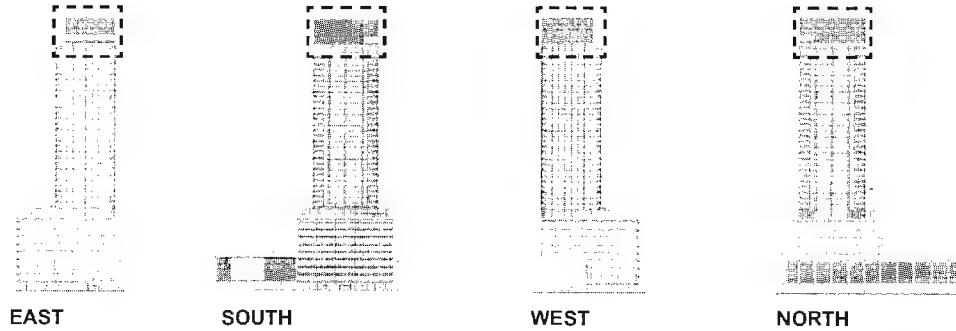


RESIDENTIAL FACADE

Applicant	1300 W. Carroll Owner, LLC
Address	1300 W. Carroll, Chicago, IL 60607
Introduced	November 17, 2021
Plan Commission	May 18, 2023



FINAL FOR PUBLICATION



CROWN FACADE

Applicant
Address
Introduced
Plan Commission

1300 W. Carroll Owner, LLC
1300 W. Carroll, Chicago, IL 60607
November 17, 2021
May 18, 2023



Reclassification Of Area Shown On Map No. 1-G.

(As Amended)

(Application No. 22103)

(Common Address: 357 -- 359 N. Green St.)

[O2023-1201/SO2023-0001870]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M2-3 Light Industry District and Residential-Commercial Planned Development Number 643 symbols and indications as shown on Map Number 1-G in the area generally bounded by:

West Kinzie Street; a line 126.12 feet west of and parallel to North Halsted Street; a line 50.12 feet south of and parallel to West Kinzie Street; North Halsted Street; a line 137.09 feet south of and parallel to West Kinzie Street; and North Green Street,

to the designation of a DX-7 Downtown Mixed-Use District.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-G in the area generally bounded by:

West Kinzie Street; a line 126.12 feet west of and parallel to North Halsted Street; a line 50.12 feet south of and parallel to West Kinzie Street; North Halsted Street; the north line of the Metra Railroad right-of-way; and North Green Street,

to the designation of Business Planned Development Number _____, subject to such use and bulk regulations set forth in the Plan of Development attached hereto and made a part hereof.

SECTION 3. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Industrial Planned Development Number _____ ("Planned Development") consists of approximately 60,055 square feet of property

which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is under the designated control of the Applicant, Onni 357 North Green LLC.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings

- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

The Applicant shall contribute \$250,000 to CDOT towards the cost of the railroad crossing upgrades and signal improvements prior to the issuance of a certificate of occupancy; provided, however, that any documented conveyance of property interests to Metra or other agreement providing payment by Applicant to Metra shall be the basis for a credit against such amount due.

4. This plan of development consists of 18 Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; Site Plan; Floor Plans; Landscape Plan; and Building Elevations prepared by Solomon Cordwell & Benz, dated June 15, 2023, submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.
5. The following uses are permitted in the area delineated herein as a Planned Development: office; retail; daycare, provided the Applicant submits for Site Plan Approval; eating and drinking establishments, including taverns; outdoor patio; financial services (excluding payday loan shops; title loan shops; and pawnshops); medical services; personal services; accessory and incidental uses; and accessory parking. Pursuant to Section 17-10-0503 of the Chicago Zoning Ordinance, up to

45 percent of the total number of parking spaces may be leased out to the general public if reviewed and approved as a Minor Change in accordance with Section 17-13-0611 of the Chicago Zoning Ordinance.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 60,055 square feet and a base FAR of 7.0.

The Applicant acknowledges that the project has received a bonus FAR of 4.5, pursuant to Section 17-4-1000 of the Chicago Zoning Ordinance. With this bonus FAR, the total overall FAR for the Planned Development is 11.5. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based upon changes in median land values in accordance with Section 17-4-1003-C(3).

The bonus payment will be split between three separate funds as follows: 80 percent the Neighborhoods Opportunity Fund; 10 percent to the Citywide Adopt-a-Landmark Fund; and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; or (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and

must be paid to the Department of Revenue prior to the issuance of any Part II approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must

identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Applicant acknowledges that a portion of the Property is located in the Kinzie Industrial Corridor Conversion Area and has undergone a "rezoning" within the meaning of Chapter 16-8 of the Municipal Code (the "Industrial Corridor System Fund Ordinance"). As a result of this rezoning, the Planned Development is subject to the conversion fee provisions of the Industrial Corridor System Fund Ordinance. The purpose of the conversion fee is to mitigate the loss of industrial land and facilities in conversion areas by generating funds for investment in receiving industrial corridors in order to preserve and enhance the City's industrial base, support new and expanding industrial uses, and ensure a stable future for manufacturing and industrial employment in Chicago. The Applicant is required to pay the conversion fee in full prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the conversion fee may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The amount of the conversion fee due prior to the issuance of a building permit shall be calculated based on the fee rate in effect at the time of payment. The Applicant shall record a notice

against the Property to ensure that the requirements of the Industrial Corridor System Fund Ordinance are enforced in accordance with Section 16-8-100.

17. Prior to issuance of building permits, the Applicant will enter into a development and maintenance agreement ("DEMA") with the City for the construction, maintenance, and management of approximately 7,313.24 square feet of plaza space as depicted on the Plans. The DEMA obligations shall be binding on the Applicant, its successors and assigns. The Commissioner is hereby authorized to enter into a DEMA and all other documents contemplated by this Statement 17 and, in his/her sole discretion, may modify by minor change the foregoing requirements, without further City Council approval of the DEMA, so as to permit alternate forms of achieving compliance with the Applicant's construction, maintenance and management obligations, including but not limited to, a restrictive covenant or owner's reciprocal easement and operation agreement in form and substance acceptable to the City which expressly grant the City necessary enforcement, self-help, and lien rights as may be necessary to assure compliance with this statement.

The Applicant or its successors or assigns, shall be responsible for maintaining, repairing, replacing, and managing the plaza space as depicted on the plans. The plaza space shall be for public use, and shall be open to the public, free of charge, during normal park hours from 6:00 A.M. to 11:00 P.M. every day of the year.

18. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development Ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to DX-7 Downtown Mixed-Use District.

[Existing Zoning Map; Boundary and Property Line Map; Existing Land-Use Plan;
General Land-Use Plan; Landscape Site Plan; Landscape Roof Plan;
Landscape Sections and Details; Planting Palette; Ground Plan;
Open Plaza Area; Level 2 Plan; Typical Parking Level Plan;
Low Rise Office Plan; High Rise Office Plan; Site Plan;
and Northwest, Northeast, Southeast and Southwest
Building Elevations referred to in these Plan
of Development Statements printed on
pages 1109 through 1130
of this *Journal*.]

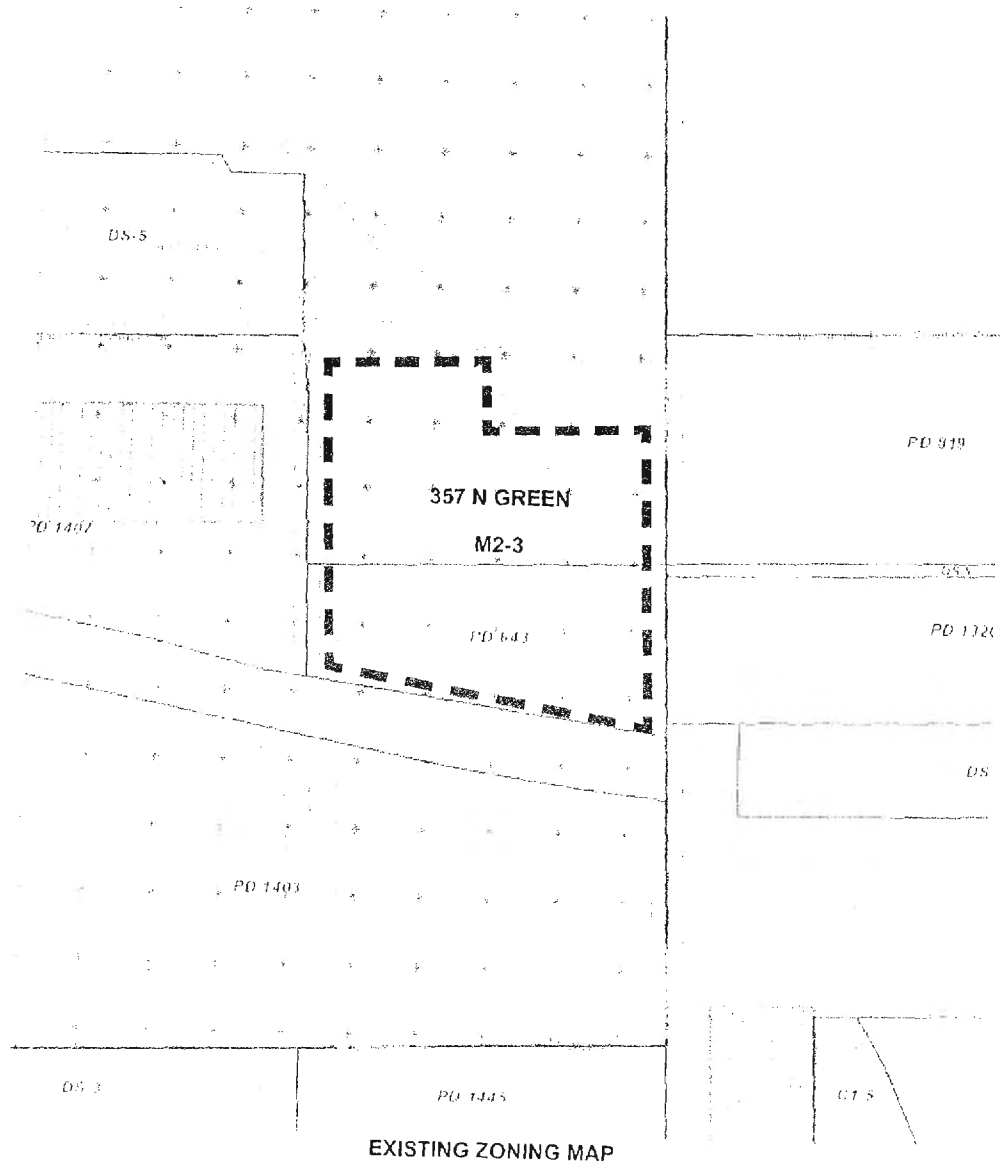
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area:	83,598 square feet
Area of Public Rights-of-Way:	23,543 square feet
Net Site Area:	60,055 square feet
Maximum Floor Area Ratio:	11.5
Base Floor Area Ratio:	7.0
Bonus Floor Area Ratio:	4.5
Maximum Number of Off-Street Parking Spaces:	319
	329 (if restaurant use)
Minimum Loading Berths:	3 (10 feet by 25 feet)
Maximum Building Height:	495 feet
Minimum Setbacks:	In accordance with plans
Bicycle Parking Spaces:	50+/-
Public Plaza Open Space:	7,313.24 square feet +/-

FINAL FOR PUBLICATION



Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023

0' 50' 100'



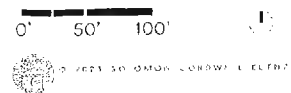
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**FINAL FOR
PUBLICATION**

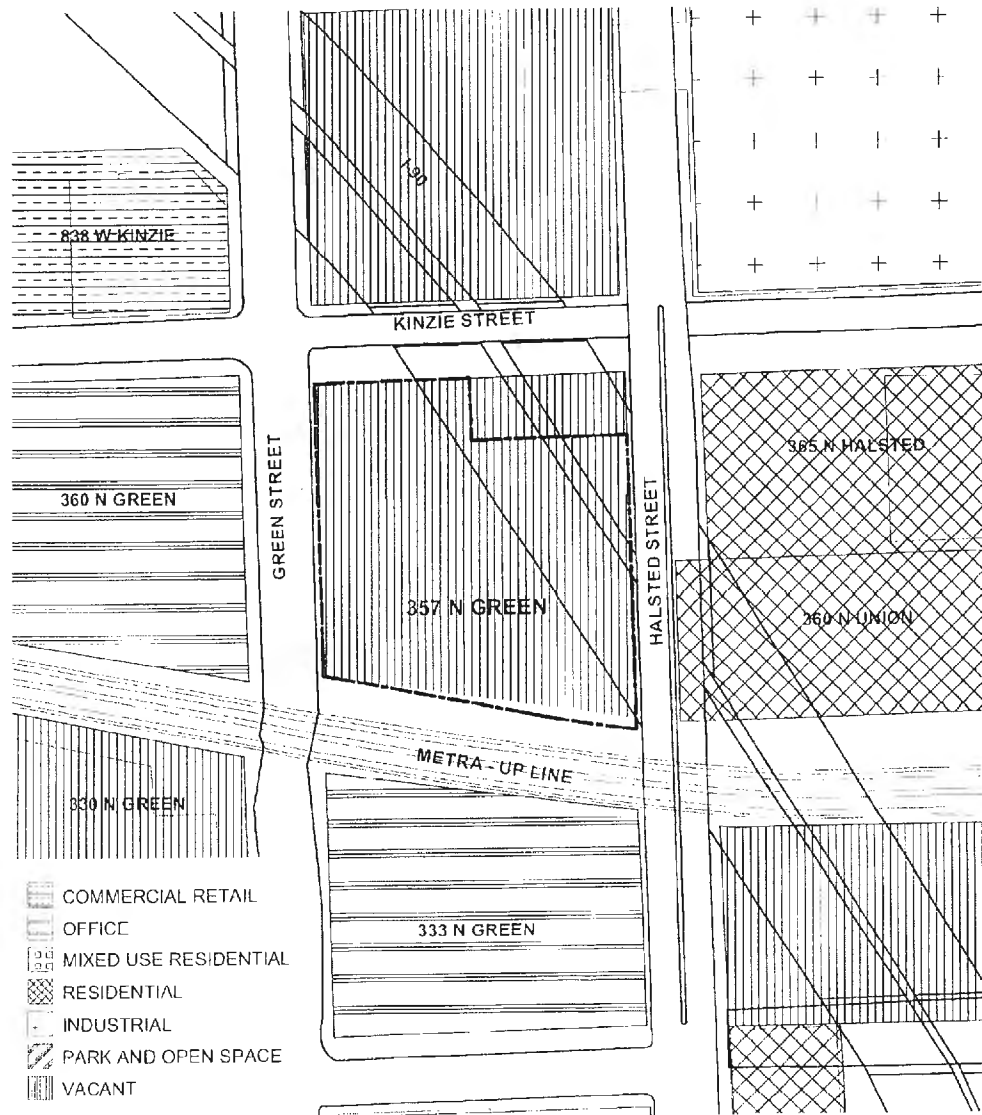


PD BOUNDARY AND PROPERTY LINE MAP

Applicant: ONNI 357 NORTH GREEN, LLC.
Address: 357-359 NORTH GREEN STREET
Introduced: **March 15, 2023**
Plan Commission: **JUNE 15, 2023**

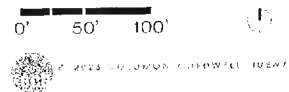


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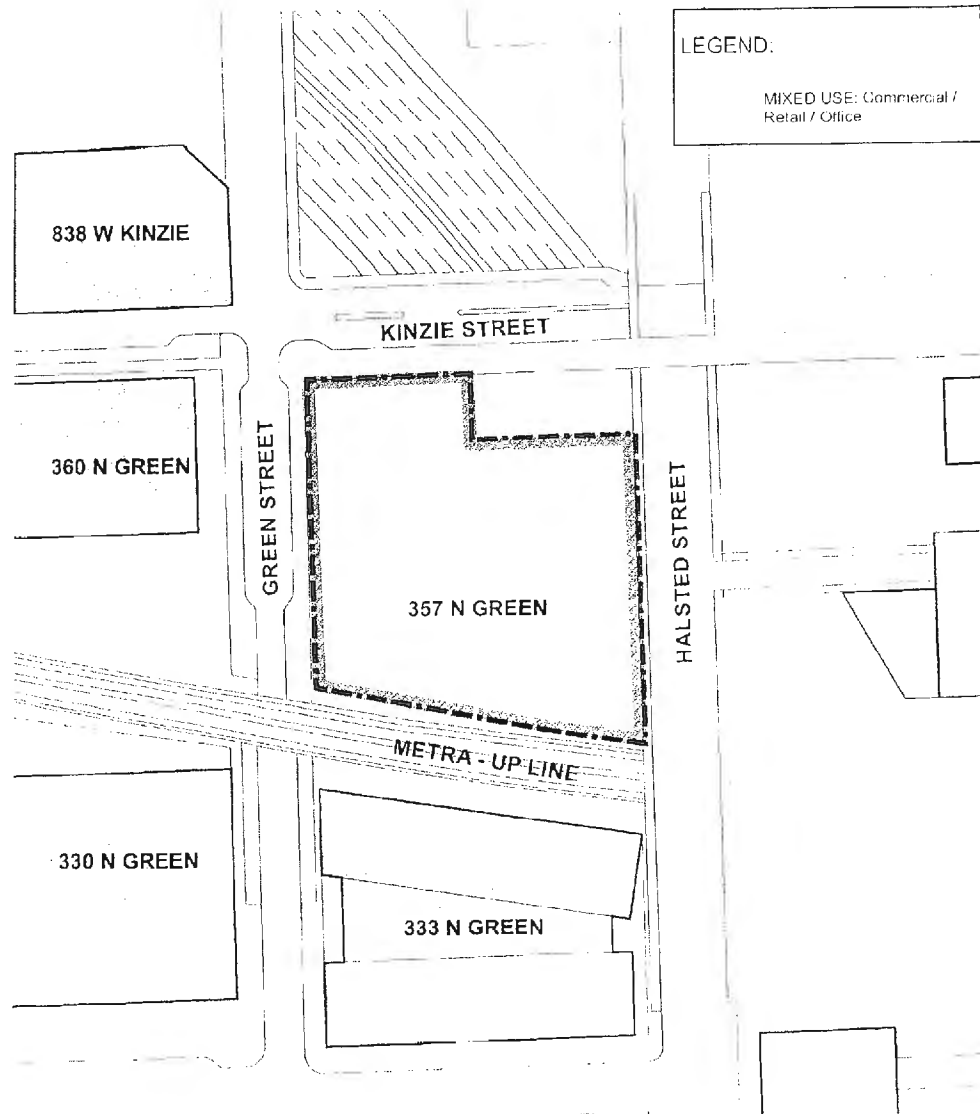


EXISTING LAND USE PLAN

Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357 359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023

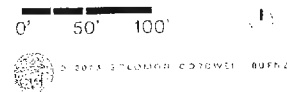


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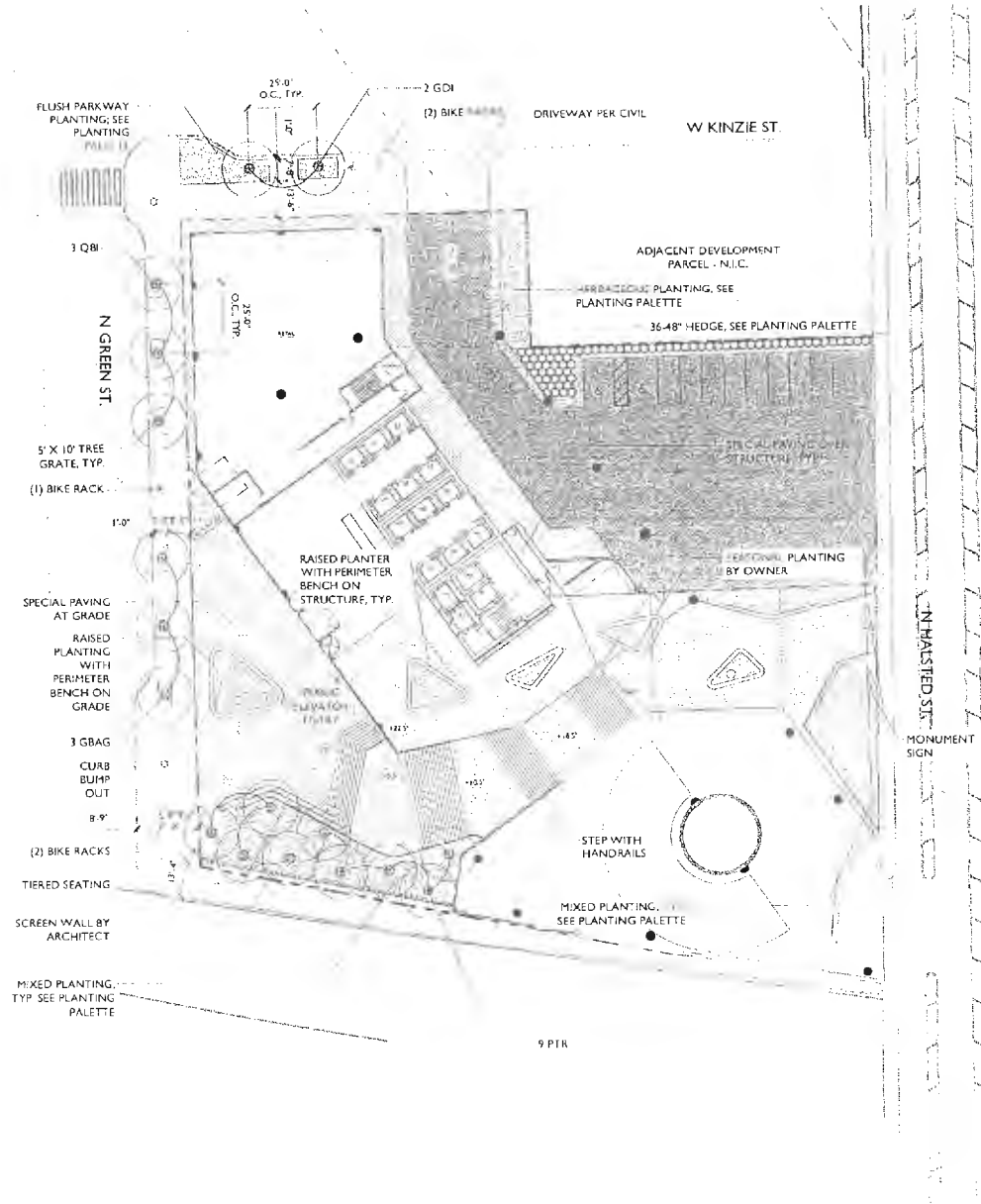


GENERAL LAND USE PLAN

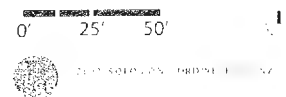
Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023



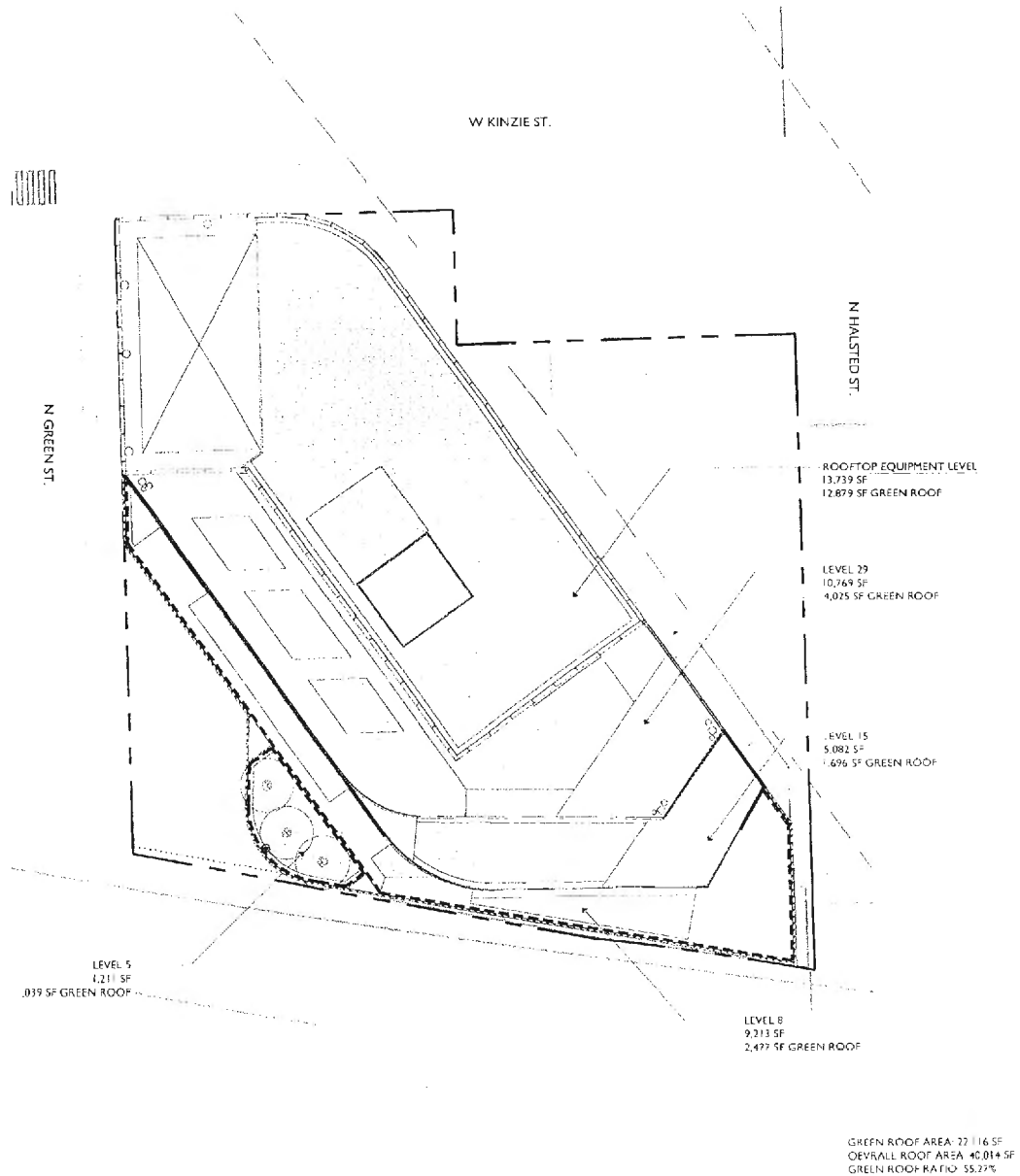
**FINAL FOR
PUBLICATION**



APPLICANT: ONNI 357 NORTH GREEN LLC
ADDRESS: 357-359 NORTH GREEN STREET
DATE OF: 06/05/2023 June 5, 2023
PLAN COMMISSION: TBD

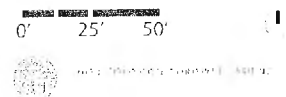


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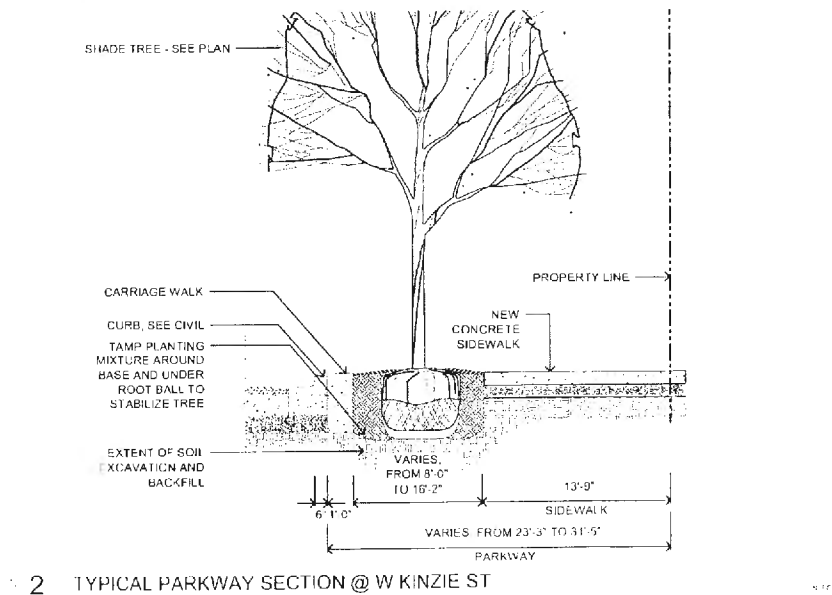
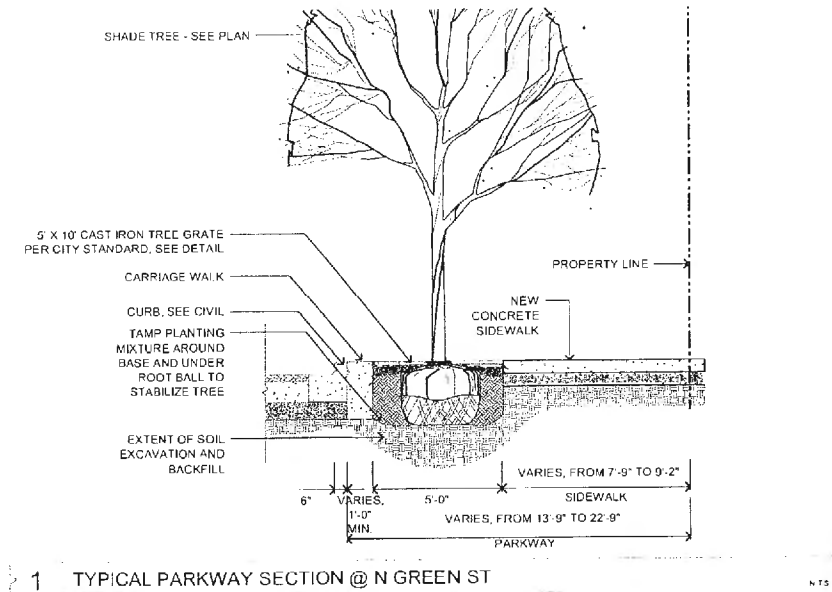


LANDSCAPE ROOF PLAN

APPLICANT: ONNI 357 NORTH GREEN LLC
 ADDRESS: 357-359 NORTH GREEN STREET
 DATE OF INTRODUCTION: June 5, 2023
 PLAN COMMISSION: TRD



FINAL FOR PUBLICATION



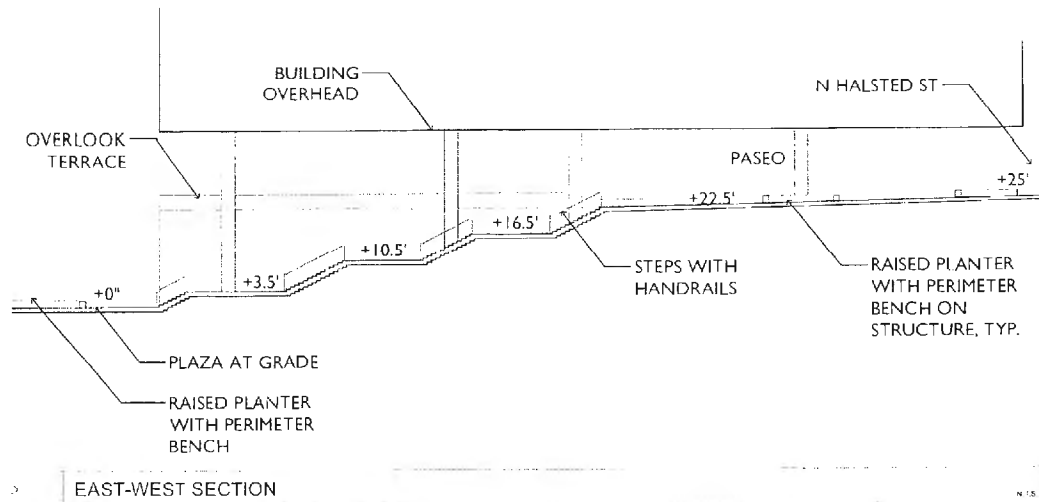
LANDSCAPE SECTIONS

APPLICANT: ONNI 357 NORTH GREEN LLC
 ADDRESS: 357 359 NORTH GREEN STREET
 DATE OF INTRODUCTION: June 15, 2023
 PLAN COMMISSION: TBD



OFFICE OF THE CITY COMMISSIONER

FINAL FOR PUBLICATION



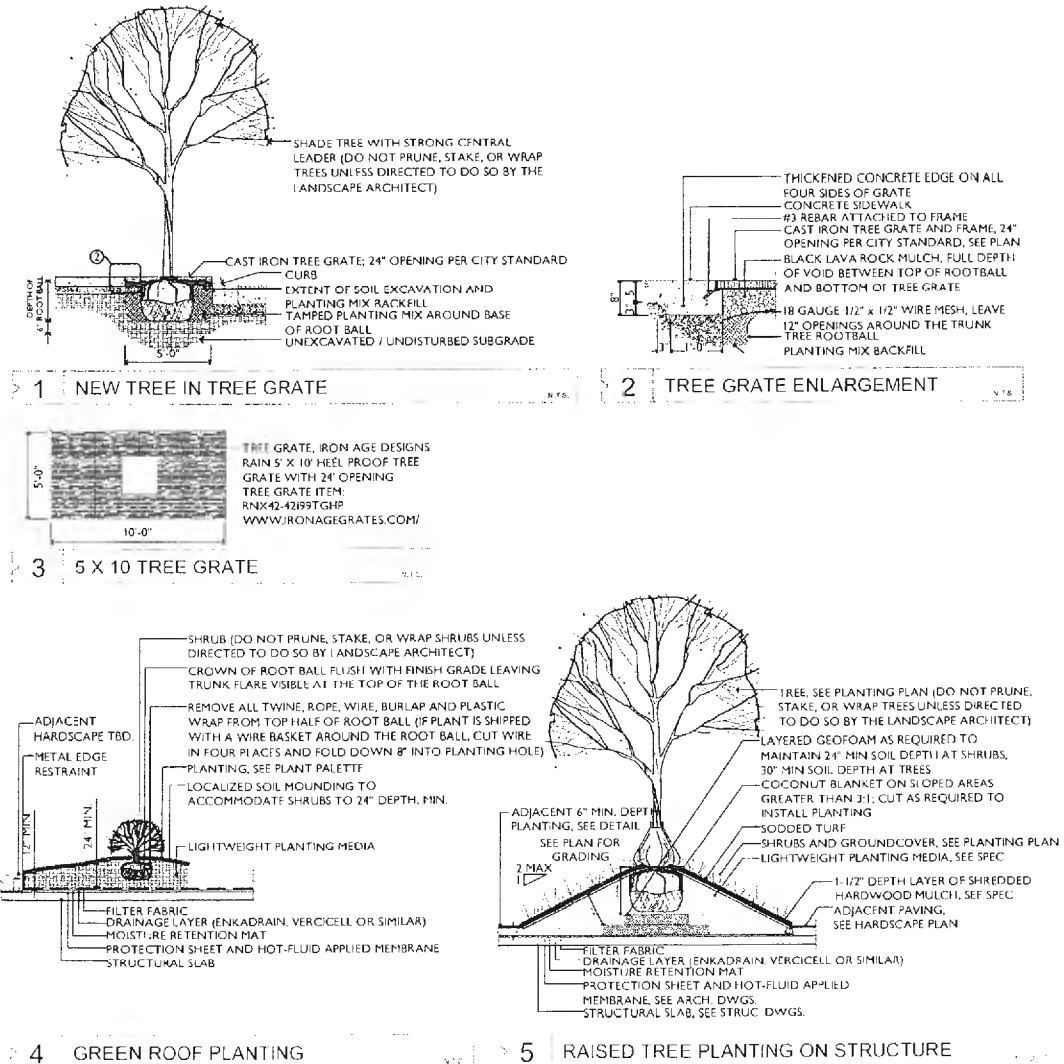
LANDSCAPE SECTIONS

APPLICANT: ONNI 357 NORTH GREEN LLC
 ADDRESS: 357-359 NORTH GREEN STREET
 DATE OF INTRODUCTION: June 15, 2023
 PLAN COMMISSION: TBD



OFFICE OF THE CITY CLERK

FINAL FOR PUBLICATION

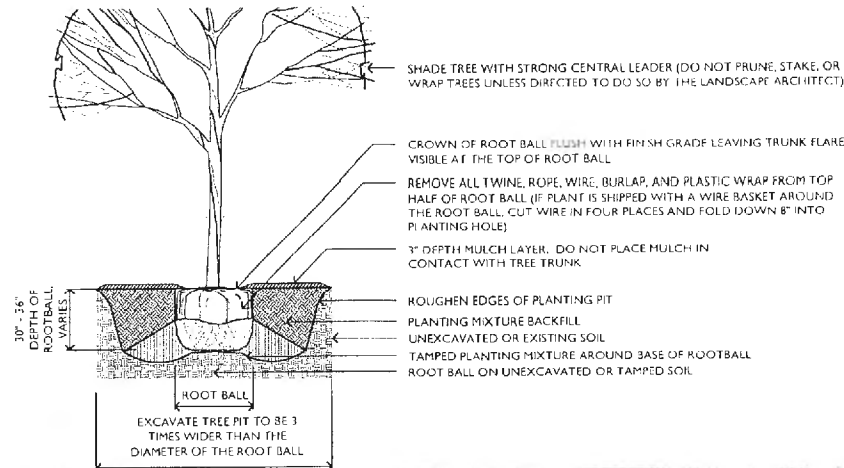


LANDSCAPE DETAILS

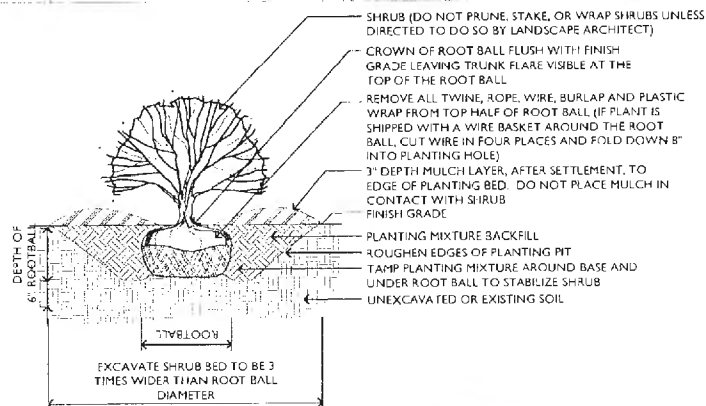
APPLICANT: ONNI 357 NORTH GREEN LLC
 ADDRESS: 357-359 NORTH GREEN STREET
 DATE OF INTRODUCTION: June 15, 2023
 PLAN COMMISSION: TBD

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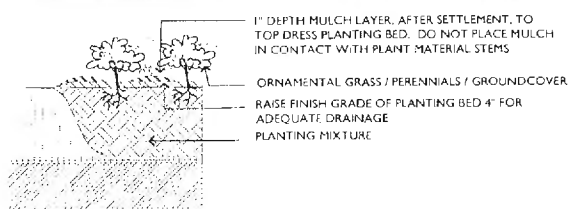
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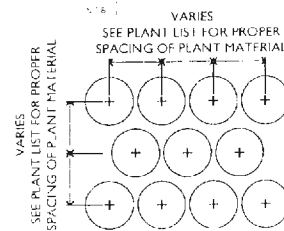
1 NEW TREE IN MULCH PLANTER DETAIL



2 SHRUB INSTALLATION DETAIL



3 PERENNIALS INSTALLATION



LANDSCAPE DETAILS

APPLICANT: ONNI 357 NORTH GREEN LLC
 ADDRESS: 357-359 NORTH GREEN STREET
 DATE OF INTRODUCTION: June 15, 2023
 PLAN COMMISSION: TBD



OFFICE OF THE CITY CLERK

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	CODE	BOTANICAL NAME	COMMON NAME	QTY	CAL	HT.	SPRD	ROOT	REMARKS
A	PARKWAY TREES								
	QDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEE TREE	2	4"			DAB	SINGLE TRUNK, 7' HEIGHT TO CANOPY
	QBI	QUERCUS BICOLOR	SWAMP WHITE OAK	3	4"			BAB	SINGLE TRUNK, 7' HEIGHT TO CANOPY
	GRAL	GINKGO BICOLOR AUTUMN GOLD	AUTUMN GOLD GINKGO	3	4"			BAB	SINGLE TRUNK, 7' HEIGHT TO CANOPY
B	TREES - WITHIN PROPERTY LINE BOUNDARY								
	PTL	POPULUS TREMULOIDES	QUAKING ASPEN	9		10-12'		DAB	MULTITRUNK, 3-5 TRUNKS
C	SHRUBS								
	RGV	BUXUS 'GREEN VELVET'	'GREEN VELVET' BOXWOOD					JS	2'-6" ON CENTER
	HFL	HYDRANGEA PANICULATA 'LITTLE LIME'	'LITTLE LIME' PANICLE HYDRANGEA					JS	2'-6" ON CENTER
	DKO	DIERYLLA 'KODIAK ORANGE'	KODIAK ORANGE BUSH HONEYSUCKLE	73				JS	2'-6" ON CENTER
	RACL	RHUS ANONYFICA 'CRO-TOW'	'CRO-TOW' PRAGRANT SUMAC					JS	2'-6" ON CENTER
	SCH	SYMPHORICARPOS CHENAUULTII 'HANOCK'	'HANOCK' SNOWBERRY					JS	2'-6" ON CENTER
D	GRASSES								
	SPO	SPOROBOLUS HETEROLEPSIS	RAIRIE ORCPSERO					RI	1'-6" ON CENTER, TRIANGULAR SPACING
	PVC	PANICUM VIRGATUM 'CHEYENNE SKY'	CHEYENNE SKY SWITCHGRASS					RI	1'-6" ON CENTER, TRIANGULAR SPACING
	CAA	CALAMAGROSTIS ACUTIFLORA	ORCHARD FEATHER REED GRASS	214				RI	1'-6" ON CENTER, TRIANGULAR SPACING
	DEC	DESCHAMPSIA CESPITOSA	TUFTED HAREGRASS	52				RI	1'-6" ON CENTER, TRIANGULAR SPACING
E	PERENNIALS AND GROUND COVER								
	PDT	PENSTEMON 'DARK TOWERS'	DARK TOWER PENSTEMON					RI	1'-3" ON CENTER, TRIANGULAR SPACING
	LSK	LIATRIS SPICATA 'KOBOLD'	KOBOLD GAYFEATHER					RI	1'-3" ON CENTER, TRIANGULAR SPACING
	ASB	ALLIUM 'SUMMER BEAUTY'	SUMMER BEAUTY ALLIUM					RI	1'-3" ON CENTER, TRIANGULAR SPACING
	EPKH	ECHEVERIA PURPUREA 'MIS KNEE HIGH'	PURPLE CROWNFLOWER					RI	1'-3" ON CENTER, TRIANGULAR SPACING
	MBR	MONARDA BRADBURYANA	BRADBURY BEE BALM					RI	1'-3" ON CENTER, TRIANGULAR SPACING
	PT	PACHYSANDRA TERMINALIS	JAPANESE PACHYSANDRA					QT	6" ON CENTER, TRIANGULAR SPACING
	VM	VINCA MINOR	COMMON PERIWINKLE					QT	6" ON CENTER, TRIANGULAR SPACING
F	BULBS								
	APS	ALLIUM PURPLE SENSATION	GIANT ALLIUM					BULB	1'-3" ON CENTER, TRIANGULAR SPACING
	NAT	NARCISSUS THALIA	THE ORCHID NARCISSUS					BULB	1'-3" ON CENTER, TRIANGULAR SPACING
	ALG	ALLIUM GLOBEMASTER	ALLIUM GLOBEMASTER					BULB	1'-3" ON CENTER, TRIANGULAR SPACING

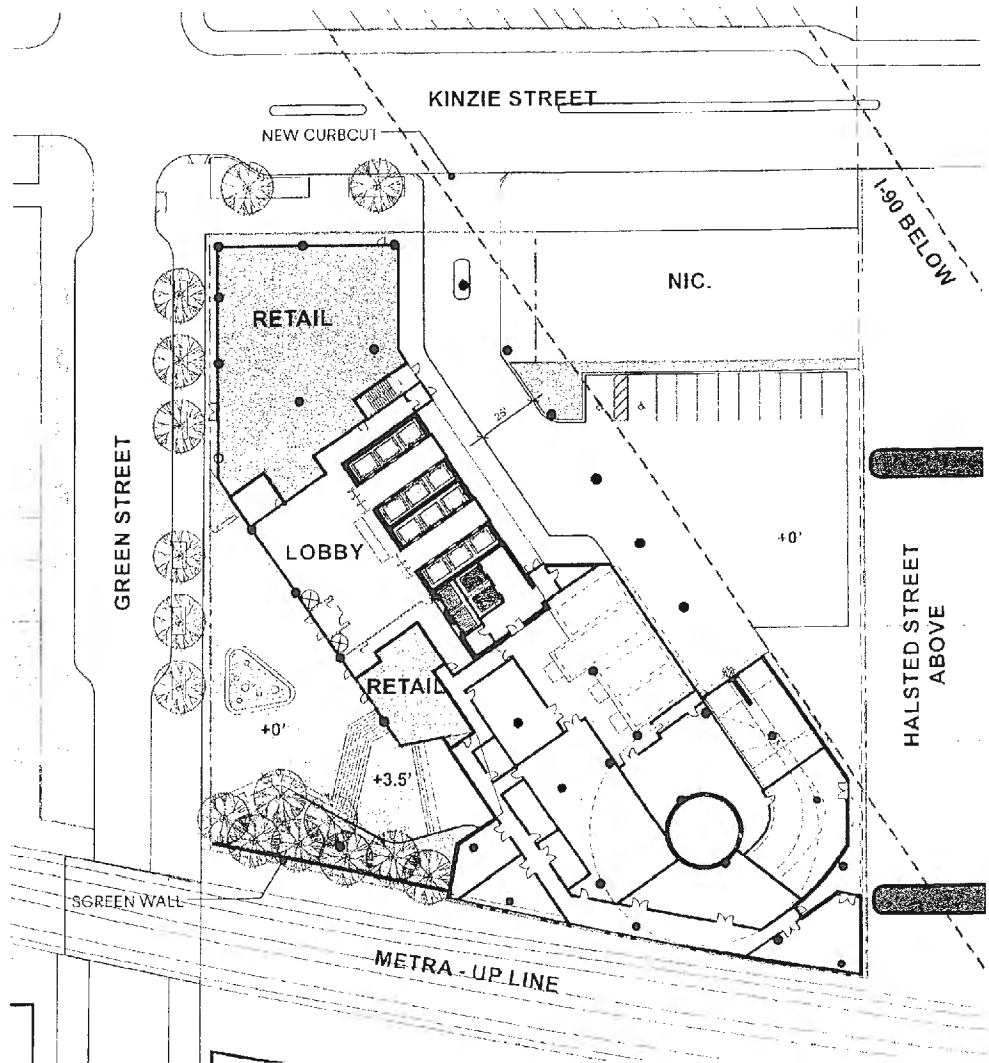
PLANTING PALETTE

APPLICANT: ONNI 357 NORTH GREEN LLC
 ADDRESS: 357 359 NORTH GREEN STREET
 DATE OF INTRODUCTION: June 15, 2023
 PLAK COMMISSION: TBD



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

FINAL FOR PUBLICATION



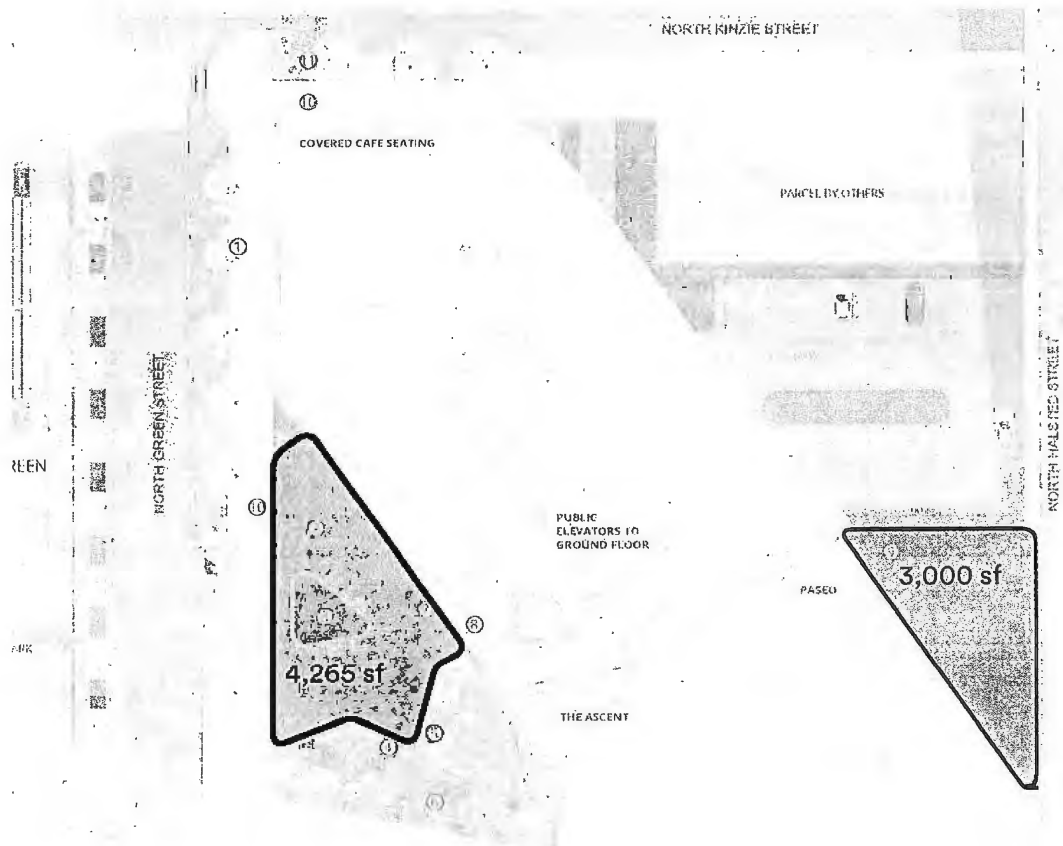
GROUND PLAN

Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023

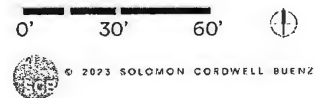
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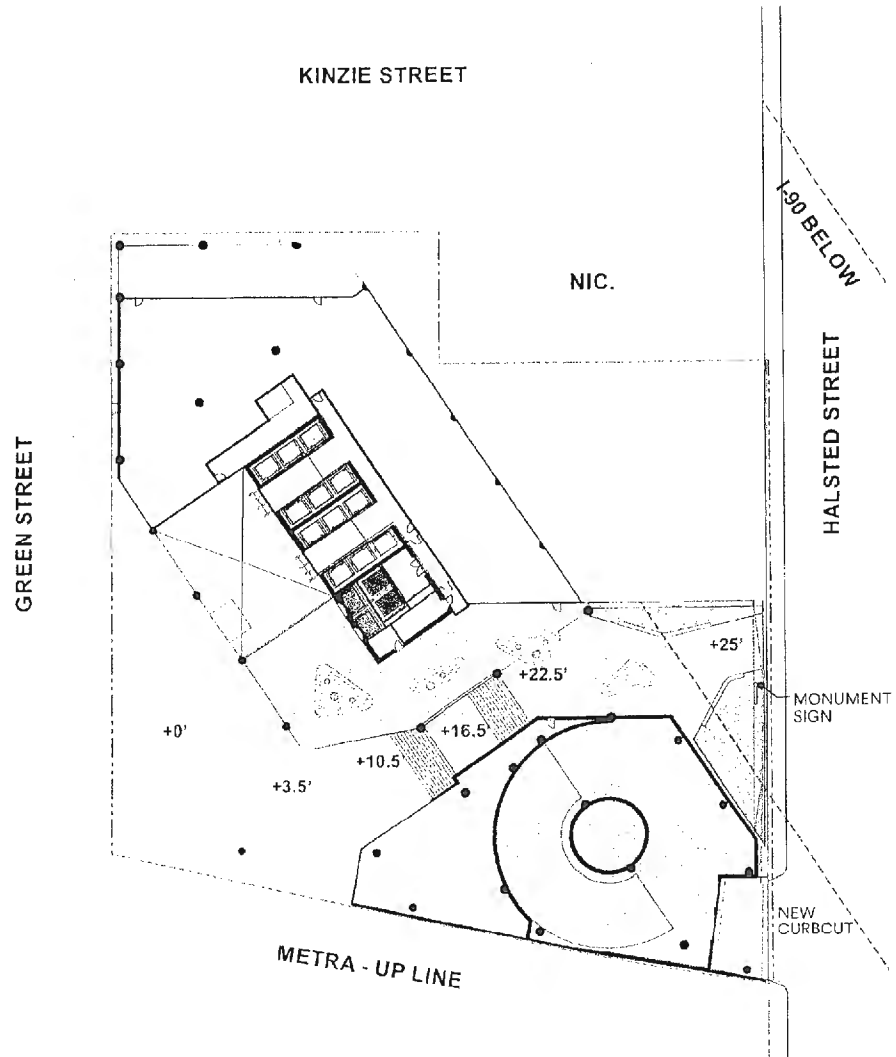
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**FINAL FOR
PUBLICATION****OPEN PLAZA AREA**

Applicant: ONNI 357 NORTH GREEN, LLC.
Address: 357-359 NORTH GREEN STREET
Introduced: March 15, 2023
Plan Commission: JUNE 15, 2023

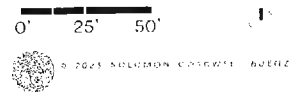


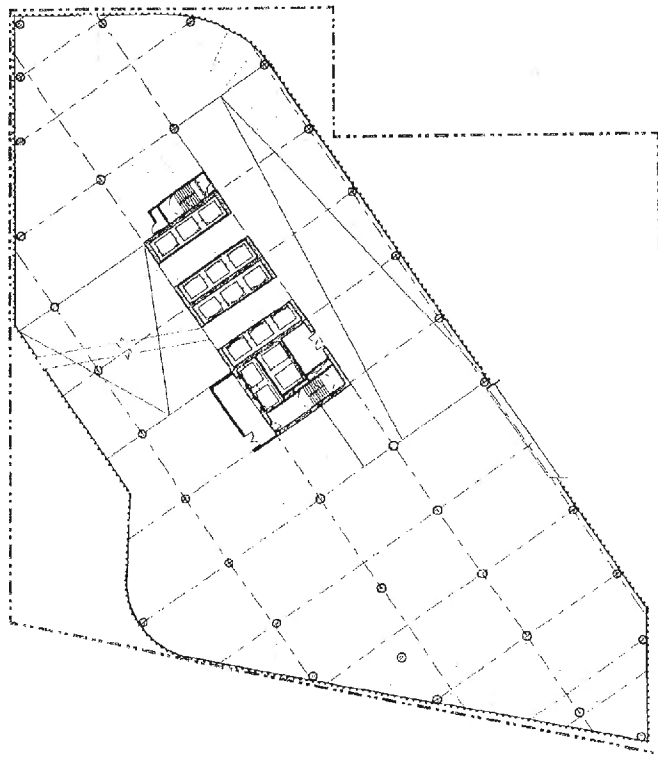
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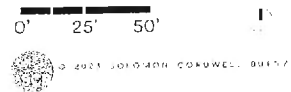
LEVEL 2 PLAN

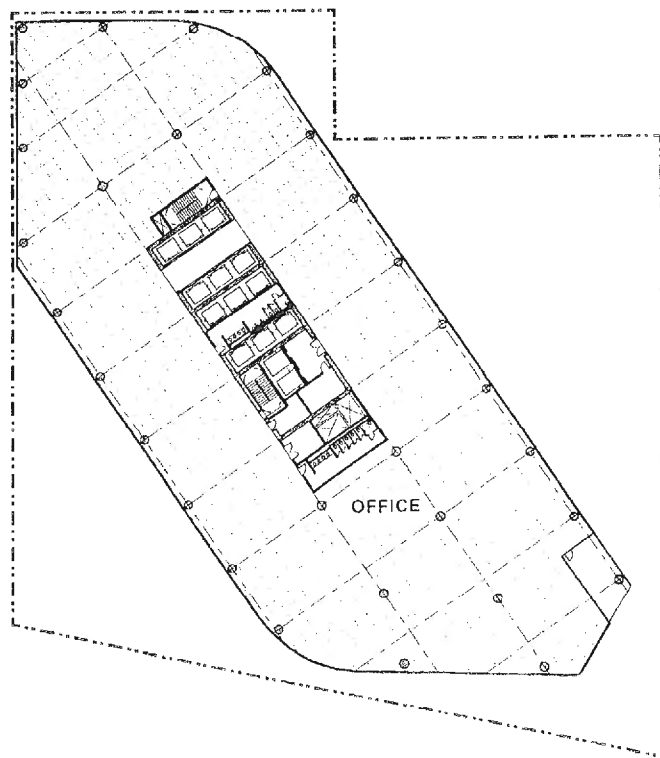
Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-369 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023



**FINAL FOR
PUBLICATION****TYPICAL PARKING LEVEL PLAN**

Applicant: ONNI 357 NORTH GREEN, LLC.
Address: 357-369 NORTH GREEN STREET
Introduced: March 15, 2023
Plan Commission: JUNE 15, 2023



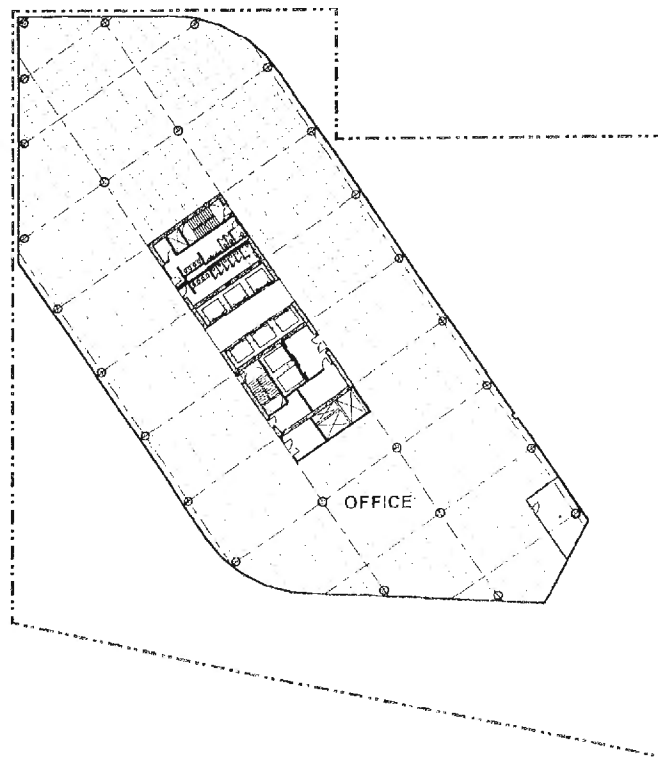
**FINAL FOR
PUBLICATION****LOW RISE OFFICE PLAN**

Applicant: ONNI 357 NORTH GREEN, LLC.
Address: 357 359 NORTH GREEN STREET
Introduced: March 15, 2023
Plan Commission: JUNE 15, 2023

0' 25' 50'



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**FINAL FOR
PUBLICATION****HIGH RISE OFFICE PLAN**

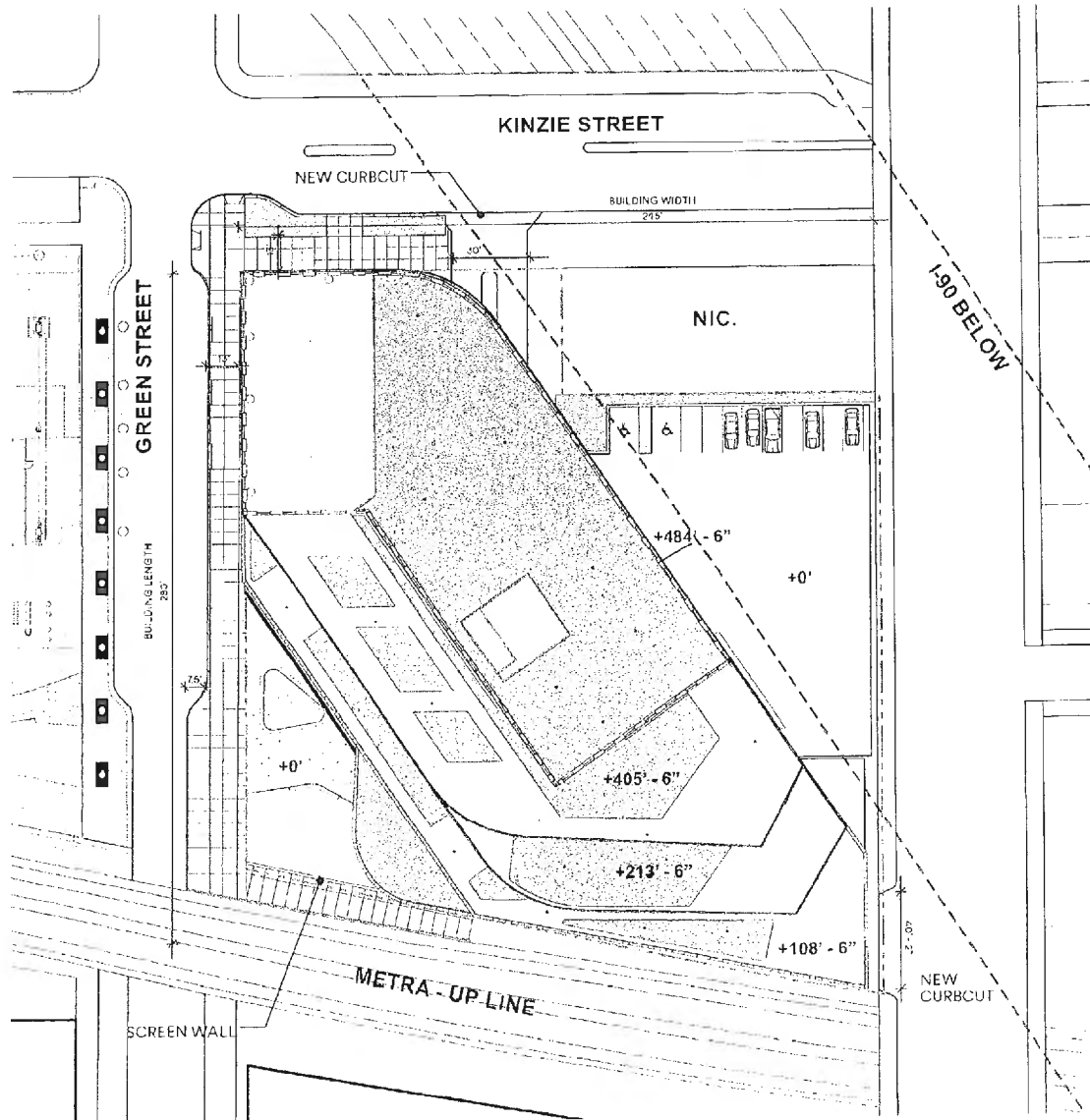
Applicant: ONNI 357 NORTH GREEN, LLC
Address: 357 359 NORTH GREEN STREET
Introduced: March 15, 2023
Plan Commission: JUNE 15, 2023

0' 25' 50'



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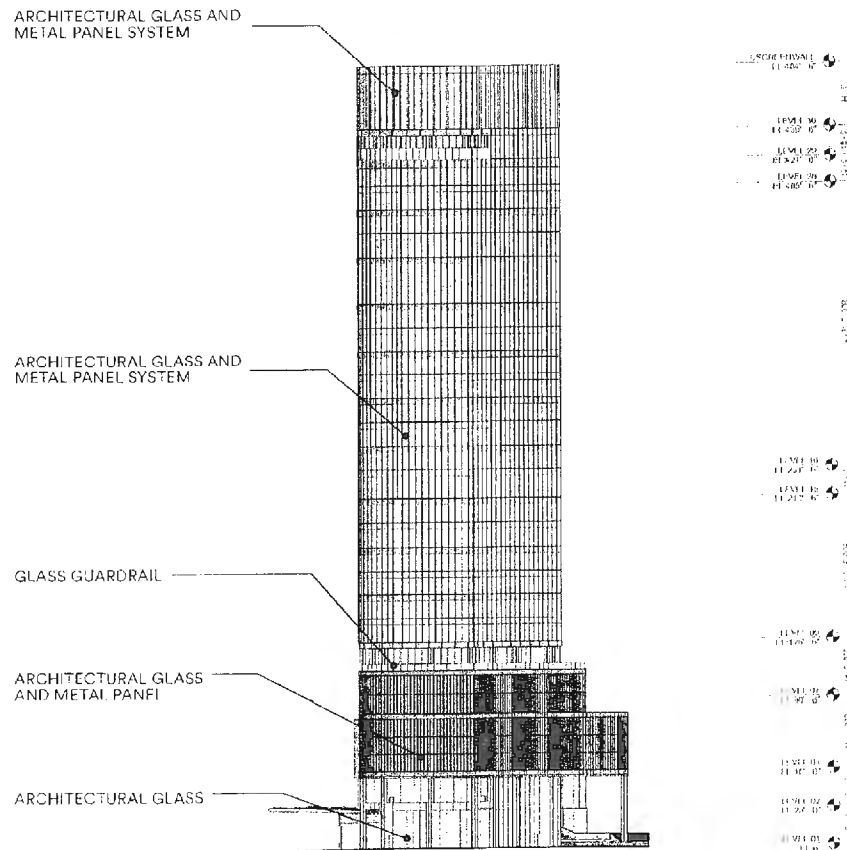
SITE PLAN

Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023

0' 25' 50'

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NORTHWEST ELEVATION

Applicant: ONNI 357 NORTH GREEN, LLC
 Address: 357-369 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023

0' 40' 80'



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ARCHITECTURAL GLASS AND
METAL PANEL SYSTEM

ARCHITECTURAL GLASS AND
METAL PANEL SYSTEM

GLASS GUARDRAIL

ARCHITECTURAL
GLASS AND METAL
PANEL

ARCHITECTURAL
GLASS

ARCHITECTURAL
GLASS AND METAL
PANEL SYSTEM

LEVEL 30
11,457' 0"

LEVEL 29
11,421' 0"

LEVEL 28
11,385' 0"

LEVEL 27
11,350' 0"

LEVEL 26
11,314' 0"

LEVEL 25
11,279' 0"

LEVEL 24
11,243' 0"

LEVEL 23
11,208' 0"

LEVEL 22
11,172' 0"

LEVEL 21
11,137' 0"

LEVEL 20
11,101' 0"

LEVEL 19
11,066' 0"

LEVEL 18
11,030' 0"

LEVEL 17
10,995' 0"

LEVEL 16
10,959' 0"

LEVEL 15
10,924' 0"

LEVEL 14
10,888' 0"

LEVEL 13
10,853' 0"

LEVEL 12
10,817' 0"

LEVEL 11
10,782' 0"

LEVEL 10
10,746' 0"

LEVEL 9
10,711' 0"

LEVEL 8
10,675' 0"

LEVEL 7
10,640' 0"

LEVEL 6
10,604' 0"

LEVEL 5
10,569' 0"

LEVEL 4
10,533' 0"

LEVEL 3
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LEVEL 2
10,462' 0"

LEVEL 1
10,427' 0"

LEVEL 0
10,391' 0"

NORTHEAST ELEVATION

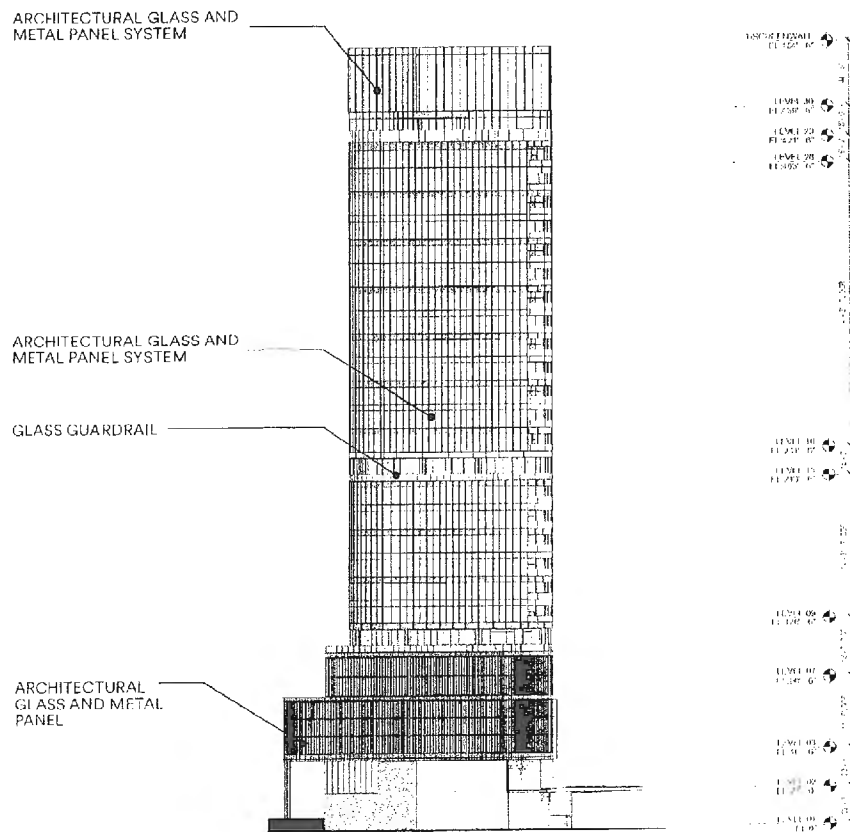
Applicant: ONNI 357 NORTH GREEN, LLC.
Address: 357-359 NORTH GREEN STREET
Introduced: March 15, 2023
Plan Commission: JUNE 15, 2023

0' 40' 80'



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FINAL FOR PUBLICATION



SOUTHEAST ELEVATION

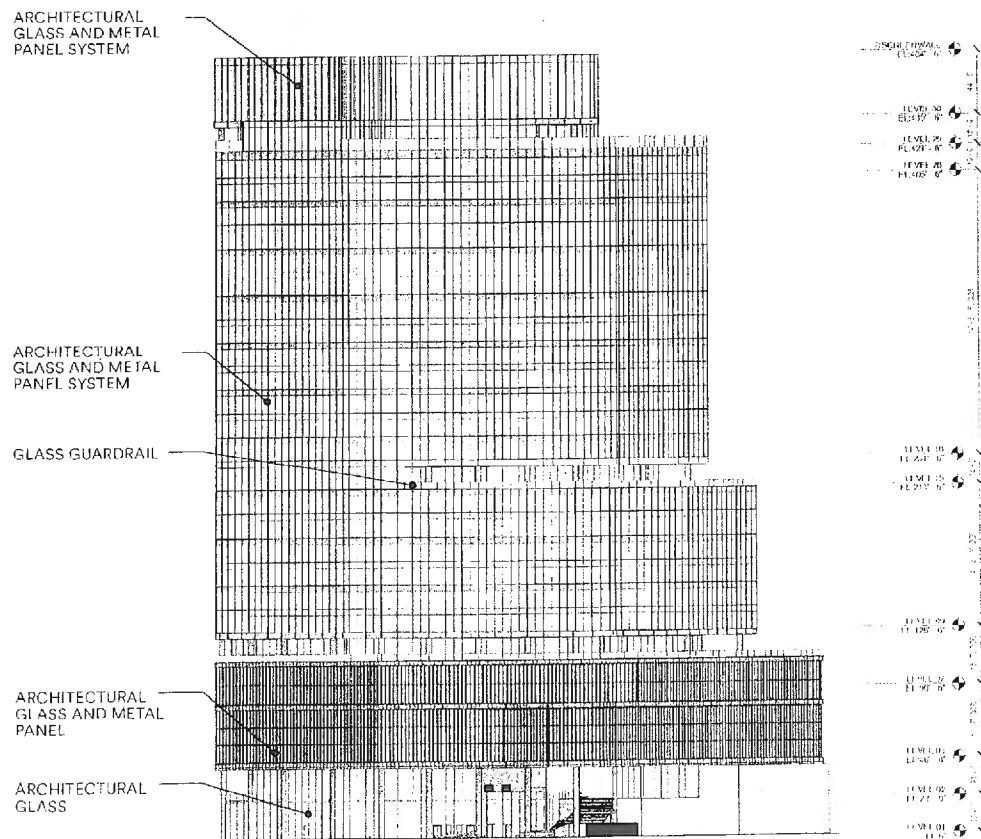
Applicant: ONNI 357 NORTH GREEN, LLC.
Address: 357-359 NORTH GREEN STREET
Introduced: March 15, 2023
Plan Commission: JUNE 15, 2023

0' 40' 80'



2023 COLONIAL COURT WHITE, B. 1112

FINAL FOR PUBLICATION



SOUTHWEST ELEVATION

Applicant: ONNI 357 NORTH GREEN, LLC.
 Address: 357-359 NORTH GREEN STREET
 Introduced: March 15, 2023
 Plan Commission: JUNE 15, 2023

0' 40' 80'



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Reclassification Of Area Shown On Map No. 1-G.

(As Amended)

(Application No. 22156)

(Common Address: 1300 -- 1328 W. Lake St.)

[O2023-1507/SO2023-0001882]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M2-3 Light Industry District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Lake Street; North Elizabeth Street; the 18-foot public alley north of and parallel to West Lake Street; and a line 310.416 feet west of and parallel to North Elizabeth Street,

to those of the DX-7 Downtown Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Lake Street; North Elizabeth Street; the 18-foot public alley north of and parallel to West Lake Street; and a line 310.42 feet west of and parallel to North Elizabeth Street,

to those of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Planned Development Number _____ (the "Planned Development" or "P.D.") consists of approximately 51,141 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). 1300 Peoria LLC is the "Applicant" for this Planned Development pursuant to authorization from the owner of the Property.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may

include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 17 Statements; and a Bulk Regulations Table; an Existing Zoning Map; a General Land-Use Map; a Property Line Map; a Site Plan; a Ground Level Plan; a Typical Parking Plan; a Roof Plan; a Landscape Plan; Building Elevations (East, South, West and North); Planting Details; a Planting Schedule; Typical Parkway Sections; and Lower and Upper Tier Typical Tower Axonometric Views prepared by bKL Architecture LLC and dated June 15, 2023, submitted herein. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this

Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as a Residential-Business Planned Development: dwelling units above the ground floor; vacation rental; shared housing units; eating and drinking establishments; financial services (excluding payday loan stores and pawn shops); food and beverage retail sales; medical service; office; personal service; residential support service; and general retail sales, incidental and accessory uses and accessory parking.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development ("DPD"). Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 51,141 square feet and a base FAR of 7.0.

The Applicant acknowledges that the project has received a bonus of approximately 4.5 FAR, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total overall FAR for the Planned Development is 11.50. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building in each subarea; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit

a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by DPD. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by DPD. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents

to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and *(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Applicant acknowledges and agrees that the rezoning of the Property from the M2-3 Light Industry District to the DX-7 Downtown Mixed-Use District and then to this Residential-Business Planned Development ("P.D.") Number _____ is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "downtown district" within the meaning

* Editor's Note: Numbering sequence error; (i) missing in original document.

of the ARO and permits the construction of 593 dwelling units. The Applicant intends to construct a 593-unit rental building (the "Project").

Developers of rental projects in downtown districts with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 119 affordable units (20 percent of 593) and half of those affordable units are Required Units. The Applicant has agreed to satisfy its affordable housing obligation by providing all 119 affordable units in the rental building in the P.D., as set forth in the Affordable Housing Profile (AHP) attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that: (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI, (y) at least one-third (or 40 units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 7 of the 40 units) must be affordable to households at or below 40 percent of the AMI, and (z) all income levels must be multiples of 10 percent of the AMI.

This P.D. is located in the Fulton Market Innovation District (the "FMID"). The Chicago Plan Commission adopted a plan for the FMID in July 2014 and approved an update to the plan (the "FMID Plan Update") in February 2021. The FMID Plan Update allows residential uses north of Lake Street in the FMID and establishes a 30 percent affordability goal for new residential projects in that area. In order to achieve that goal, the City's Department of Housing ("DOH") is committed to offering developers a menu of public assistance. The Applicant agrees to collaborate with DOH to provide an additional 59.3 affordable units (10 percent of 593) either on-site or in an off-site

location within the boundaries of the FMID, in accordance with the FMID Plan Update (the "FMID Units"). Specifically, the Applicant and DOH will collaborate to establish the additional cost associated with the construction of the FMID Units, including review of a detailed budget and proforma. The Applicant will work with DOH to identify public financial assistance to fund the FMID Units, whether on-site or off-site through a potential partnership with an affordable housing developer. To that end, the Applicant (a) has submitted an intake form to initiate the process required to apply for financial assistance from the City, including, but not limited to, 4 percent Low Income Housing Tax Credits (the "FMID Financial Assistance"), and (b) has agreed to collaborate with DOH to explore partnerships with affordable housing developers to provide the FMID Units. If the Applicant is not awarded FMID Financial Assistance or is unable to form a partnership with an affordable housing developer on terms that will fully fund the cost of the FMID Units to meet the 30 percent affordability goal, the Applicant may proceed with the development of the Project without providing the unfunded FMID Units, provided, however, the Applicant must notify DOH of its determination that providing all of the FMID Units is not feasible at least 6 months prior to the issuance of the first vertical improvements permit for any residential building in the P.D. by providing to DOH a written explanation therefor and, at DOH's request, the Applicant must provide an informational presentation to the Plan Commission on such determination prior to the issuance of such permit. Notwithstanding the foregoing, if DOH is unable to award the Applicant any FMID Financial Assistance, such presentation will not be requested.

If the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D. and will constitute a lien against such Property. If the IHA is executed before the Applicant and DOH complete negotiations regarding the FMID Units, the Applicant agrees to update, amend and rerecord the IHA as necessary to incorporate any additional FMID affordability requirements. The Commissioner of DOH may enforce remedies for any breach of this Statement 16, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of DPD shall initiate a zoning map amendment to rezone the Property to the DX-7 Downtown Mixed-Use District.

[Existing Zoning Map; General Land-Use Map; Property Line Map; Site Plan; Ground Level Plan; Typical Parking Plan; Roof Plan; North, South, East and West Building Elevations; Typical Podium Axonometric Views; Lower and Upper Tiers Tower Axonometric Views; Landscape Ordinance Analysis; Typical Parkway Sections at Lake and Elizabeth Streets; East/West Section Through Drop-Off; New Tree in Mulch Planter Detail; Shrub Installation Detail; Perennials Installation; Bike Rack; Tree Planting in Flush Parkway Planter; Parkway Planter Railing Plan; Parkway Planter Railing Section; and Plan List referred to in these Plan of Development Statements printed on pages 1140 through 1166 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area (square feet):	73,184
Area of Public Rights-of-Way (square feet):	22,043
Net Site Area (square feet):	51,141
Maximum Floor Area Ratio:	11.5
Maximum Number of Dwelling Units:	593 (unit count based upon a required 40 percent mix of efficiency units)
Minimum Parking Spaces:	307
Minimum Bicycle Parking:	593
Minimum Loading Berths:	3
Maximum Building Height:	537 feet, 0 inches
Minimum Setbacks:	In accordance with plans

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ARO Intake Application



Submission ID: 814708

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirety online at: https://code.library.amegal.com/codes/chicago/latest/chicago_il/0-0-0-2598874.

The Pilsen-Little Village ARO Pilot shall expire without further action by the City Council on 12/31/2023 and its requirements have been incorporated into this web form. More information is available in [Section 2-44-105 of the City's Municipal Code](#).

PLEASE READ CAREFULLY. This form requires several steps and does NOT support an automatic save or save for later function. Before starting the submission process, please gather and complete all the necessary documentation outlined in [Article 5.1.2 of the ARO Rules](#), and listed below. Please start by first completing the Affordable Unit Details Worksheet, available for [download here](#). The Affordable Unit Details Worksheet is required to be submitted as an attachment under Step 4 of this submission.

If affordable units are proposed, please ensure that you have the following documents ready to submit when prompted:

- Affordable Unit Mix Details and Square Footage Spreadsheet
- Dimensional Floor Plans with affordable units highlighted
- If affordable units are proposed off-site, off-site unit application as detailed in Article 6.2.5 of the ARO Rules.
- If affordable units are proposed as authorized agency units, a signed acceptance letter from the authorized agency.

Your application will be reviewed when all required documentation has been received. Additional documents may be requested during the review period by DOH staff.

The ARO Rules are available online at www.chicago.gov/ARO. If you have any questions about completing this application, please contact ARO@cityofchicago.org.

Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name *	Applicant Contact Person *
<input type="text" value="1300 Peoria LLC"/>	<input type="text" value="Aristithis Loukas"/>
Applicant Email *	Applicant Phone *
<input type="text" value="aristithis@aglr.com"/>	<input type="text" value="(773) 339-3030"/>
Applicant Address *	
<input type="text" value="3916 N Sheridan Road"/>	
Attorney Name *	Attorney Email *
<input type="text" value="Katie Jahnke Dale"/>	<input type="text" value="katie.dale@us.dlapiper.com"/>

Development Information

Development Address:

From *	To *	Direction *	Street Name *
<input type="text" value="1300"/>	<input type="text" value="1378"/>	<input type="text" value="W"/>	<input type="text" value="LAKE"/>

Zip Code *	Ward *	ARO Zone *
<input type="text" value="606071512"/>	<input type="text" value="27"/>	<input type="text" value="Downtown"/>

Development Name *	If you are working with a Planner at the City, what is his/her/their name?
<input type="text" value="1300 W Lake"/>	<input type="text" value="Max Lyon"/>

Zoning Application Number (if applicable)	Council Introduction Date *
<input type="text" value="22156"/>	<input type="text" value="4/19/2023"/>

Is your project currently in, or do you plan to rezone to, a downtown zoning district? *

Yes No

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ARO Trigger *

Zoning Entitlement

Development Type *

Rental

Total Units *

593

Is your Project in a Transit Served Location? *

Not TSL - or FAR doesn't exceed 3.5

Estimated date marketing will begin *

1/1/2026

Estimated date of building permit (in-lieu fee, \$5,000 per off-site unit administration fee, and recorded covenant are required prior to issuance of any building permits) *

6/3/2024

ARO Requirements

ARO Option

20% at 60% average AMI

16% at 50% average AMI

13% at 40% AMI

10% at 30% AMI

ARO Option

20% at 100% AMI

16% at 80% AMI

ARO Option *

10% SET-ASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI

ARO Option *

10% AT A WEIGHTED AVERAGE OF 100% AMI

8% AT A WEIGHTED AVERAGE OF 80% AMI

Affordable Units

Required *

119

Minimum On-Site

Units *

30

Maximum Units Paid

For In-Lieu *

59

Proposed On-Site

Units *

119

Proposed Off-Site

Units *

0

Proposed In-Lieu

Units *

0

In-Lieu Amount

Owed *

\$0.00

On-Site Units To

CHITT or CHA *

0

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in lieu fee or provide an additional unit to satisfy the fractional obligation. The in lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in lieu fee].

Off Site Address:

From

To

Direction

Street Name

Select Off Site I

Select Off Site Street Name

Zip Code

Ward

ARO Zone

Off Site Type

Select Off-Site Type

Off-Site Admin Fee

\$0.00

Forms

Unit Mix and Square Footage Spreadsheet *

Copy of 1300 WL - 1300 Affordable Unit Details and Square Footage - 20230516 - M2HD UNIT COUNTS.xls

Dimensioned Floor Plans with affordable units highlighted
[2023 0516 - 1300 W LAKE - ARO - TYPE A UNIT LAYOUT.pdf](#)

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If ARO units are CLHIT or CHA, attach signed acceptance letter

If off-site units are new construction, attach:

- a. Schematic and design development drawings for on-site units
- b. Schematic and design development drawings for off-site units

If off-site units are rehab, please attach the following documents:

- a. Schematic and design development drawings for on-site units
- b. Schematic and design development drawings for off-site units
- c. A Physical Needs Assessment (PNA)
- d. Surveys
- e. Outstanding code violations
- f. Scope of work and estimated cost of renovations

Off-Site Units Only: Documents Required for Architectural Approval Letter

- a. Owner Sworn Statement
- b. GC Sworn Statement
- c. Boundary Survey
- d. Draft permit application prior to submission to the Department of Buildings (DOB)
- e. Final construction drawings stamped by the architect of record prior to submission to DOB

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

- a. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH
- b. A copy of the front and back of each building permit for each property with all DOB signoffs
- c. A copy of the Certificate of Occupancy for each property (if applicable)
- d. Final GC and Owner Sworn Statements
- e. All final waivers of lien or a title report showing no liens for each property
- f. As built Survey (new construction)
- g. Final Issued for Construction Permitted Construction Drawings
- h. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *

Katie Jahnke Dale

THIS IS A PRELIMINARILY APPROVED AFFORDABLE HOUSING PROFILE (AHP), WHICH WILL BE REVISED WHEN THE APPLICANT BEGINS PREPERATION OF THE INCLUSIONARY HOUSING AGREEMENT. THE AHP DOES NOT INCLUDE FLOOR PLAN EXHIBITS.

Summary Work Log

Submission Date: 05/18/2023 01:47:34 PM

Applicant Amended Date:

Admin Amended Date:

Admin Amended By:

Admin Amended Justification:

Preliminarily approved on 6/7/2023
by ARO Project Manager.

Options

[Show Notes](#)

[Email User](#)

Action

[Accept](#)

[Deny](#)

[Follow Up](#)

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Unit type	Market Rate		ARO				affordable v. market square footage*
	how many?	% of total	avg. sq. ft.	how many?	% of total	avg. sq. ft.	
studio	192	41%	615	47	39%	616	100%
one-bed	149	31%	716	38	32%	715	100%
two-bed	124	26%	1046	32	27%	1051	100%
three-bed	9	2%	1297	2	2%	1297	100%
four-bed	0	0	-	0	0	-	-

*ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios).

**the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines

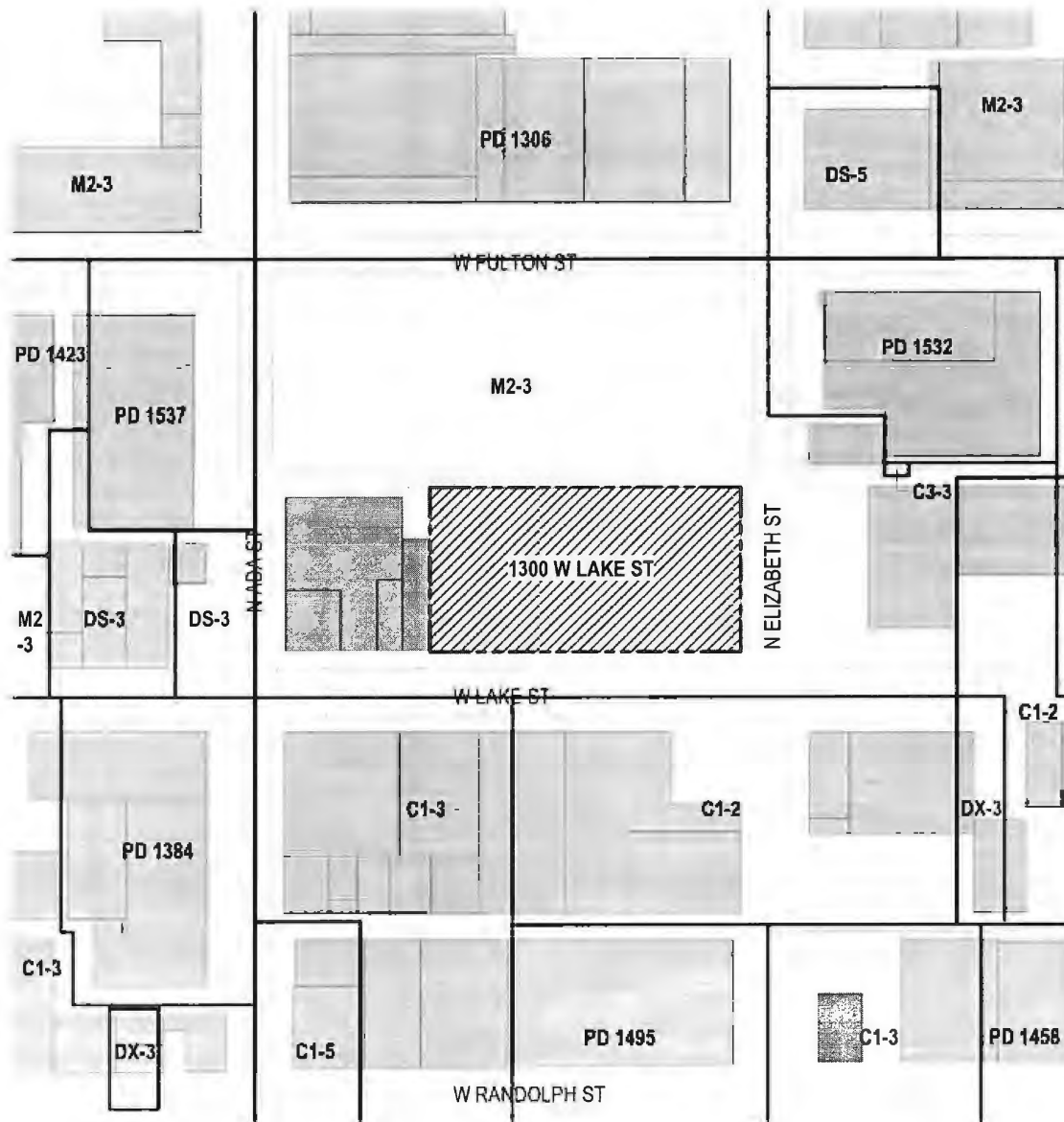
Project Name	1300 West Lake
Zoning/Application number, if applicable	22156
Address	1300 - 1328 West Lake Street
Is this a For-Sale or Rental Project?	Rental
Available parcel coverage (sq. ft. +/- price)*	
Total Units in Project	593
Total Affordable units	120

*If this is a for-sale project, please submit a current Appraisal or CMA for the market rate units in the development.

All projects with proposed ARO units must complete this tab

	Market Rate Units		Affordable Units	
	Not Included	Yes	Not Included	Yes
Parking				
Laundry				
Appliances				
Refrigerator	New Upon Construction	New Upon Construction	New Upon Construction	New Upon Construction
Stove/Oven	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec
Dishwasher	New Upon Construction	New Upon Construction	New Upon Construction	New Upon Construction
Range/Energy Star/Make/Model/Color	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec
Stove/Oven	New Upon Construction	New Upon Construction	New Upon Construction	New Upon Construction
Range/Energy Star/Make/Model/Color	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec
Microwave	New Upon Construction	New Upon Construction	New Upon Construction	New Upon Construction
Range/Energy Star/Make/Model/Color	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec	Completion, Frigidaire, Stainless Steel, FFTR or Developer Spec
Bathroom(s)	1, and 2 bath units subject to floor plans	1, and 2 bath units subject to floor plans	1, and 2 bath units subject to floor plans	1, and 2 bath units subject to floor plans
How many?				
Half bath? Full bath?				
Kitchen countertops	Quartz	Quartz	Quartz	Quartz
Flooring material	Vinyl Tile	Vinyl Tile	Vinyl Tile	Vinyl Tile
HVAC	Yes per Mechanical Spec	Yes per Mechanical Spec	Yes per Mechanical Spec	Yes per Mechanical Spec
Other				

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EXISTING ZONING MAP
Scale: N.T.S.



 Subject Property

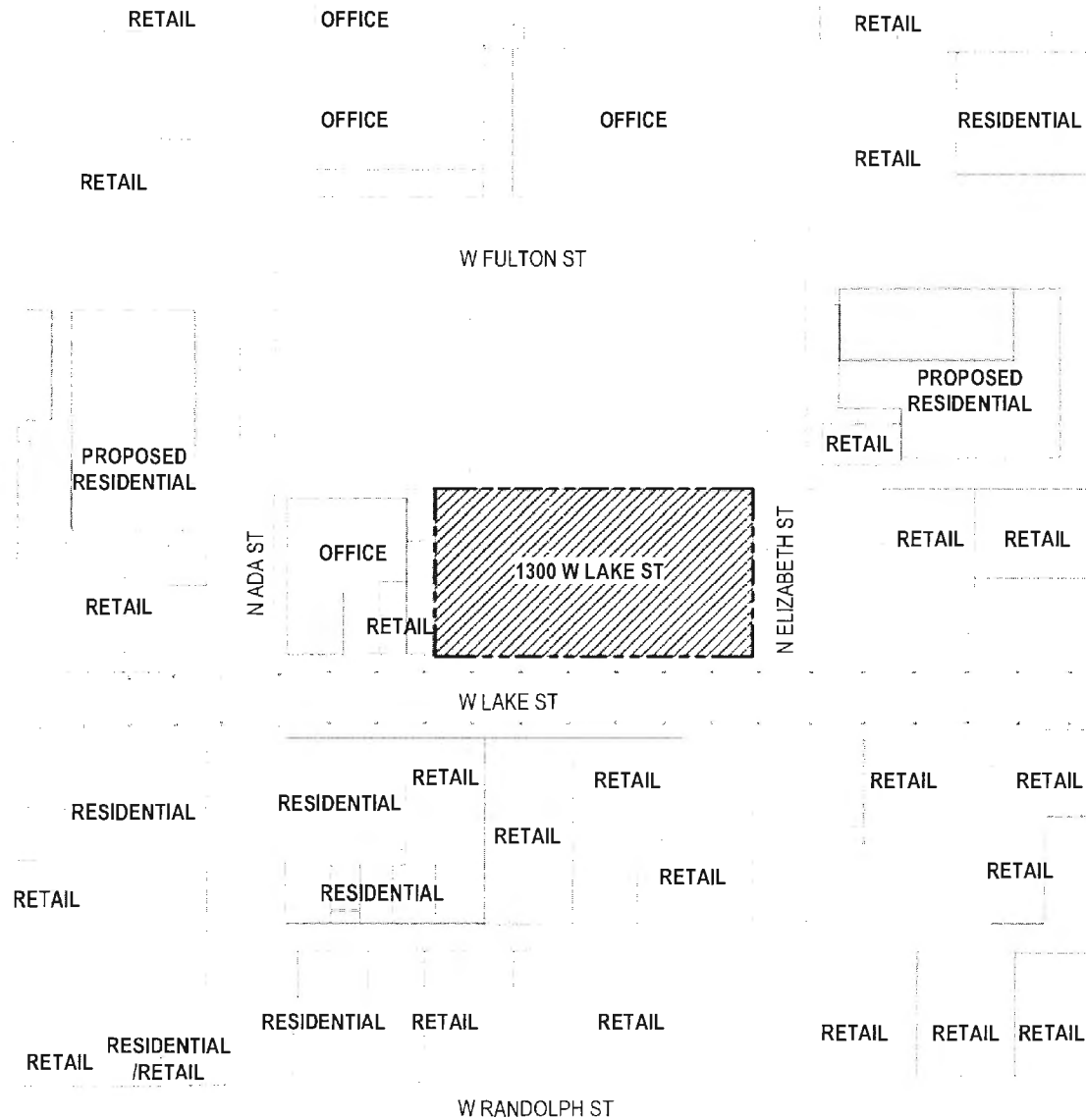
 Property Line

APPLICANT: 1300 PEORIA LLC
ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
DATE OF INTRODUCTION: APRIL 19, 2023
DATE OF PLAN COMMISSION: JUNE 15, 2023



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GENERAL LAND-USE MAP
Scale: N.T.S.



 Subject Property

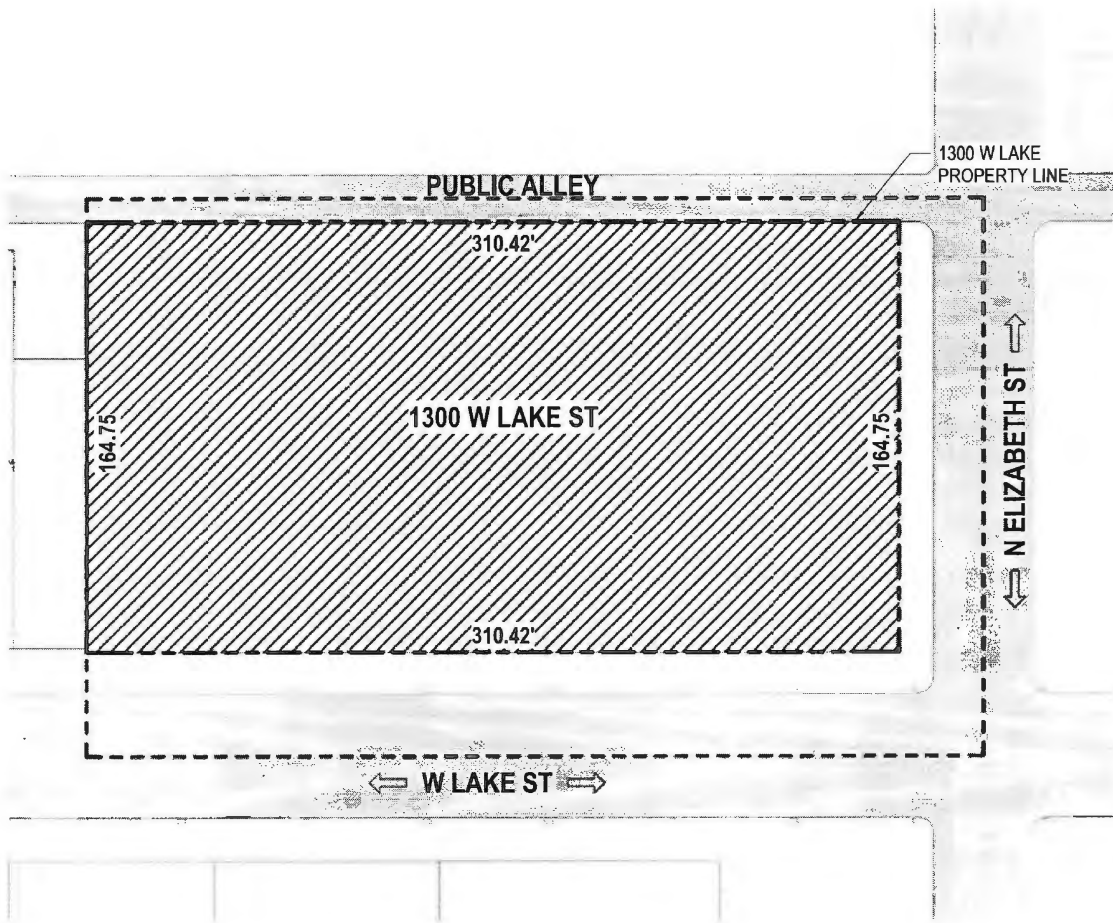
 Property Line

APPLICANT: 1300 PEORIA LLC
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PROPERTY LINE MAP
Scale: N.T.S.



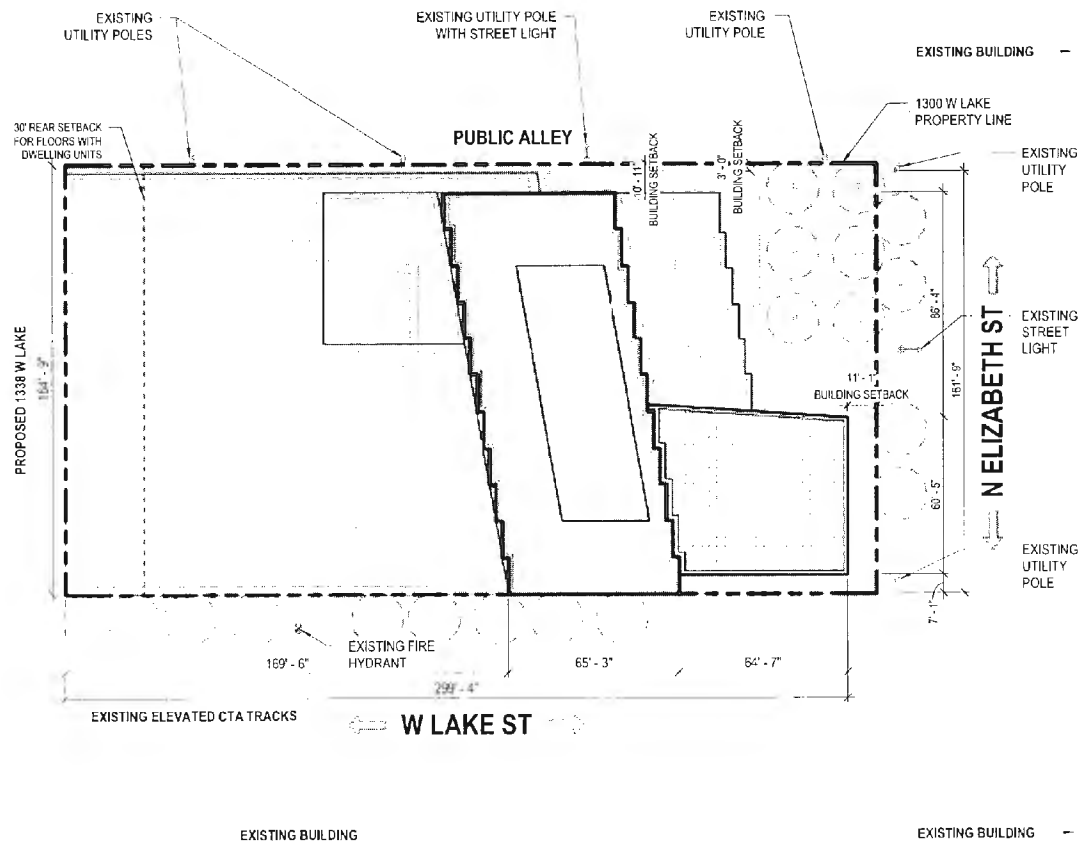
-  Subject Property
-  Property Line
-  PD Boundary

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SITE PLAN
Scale: N.T.S.



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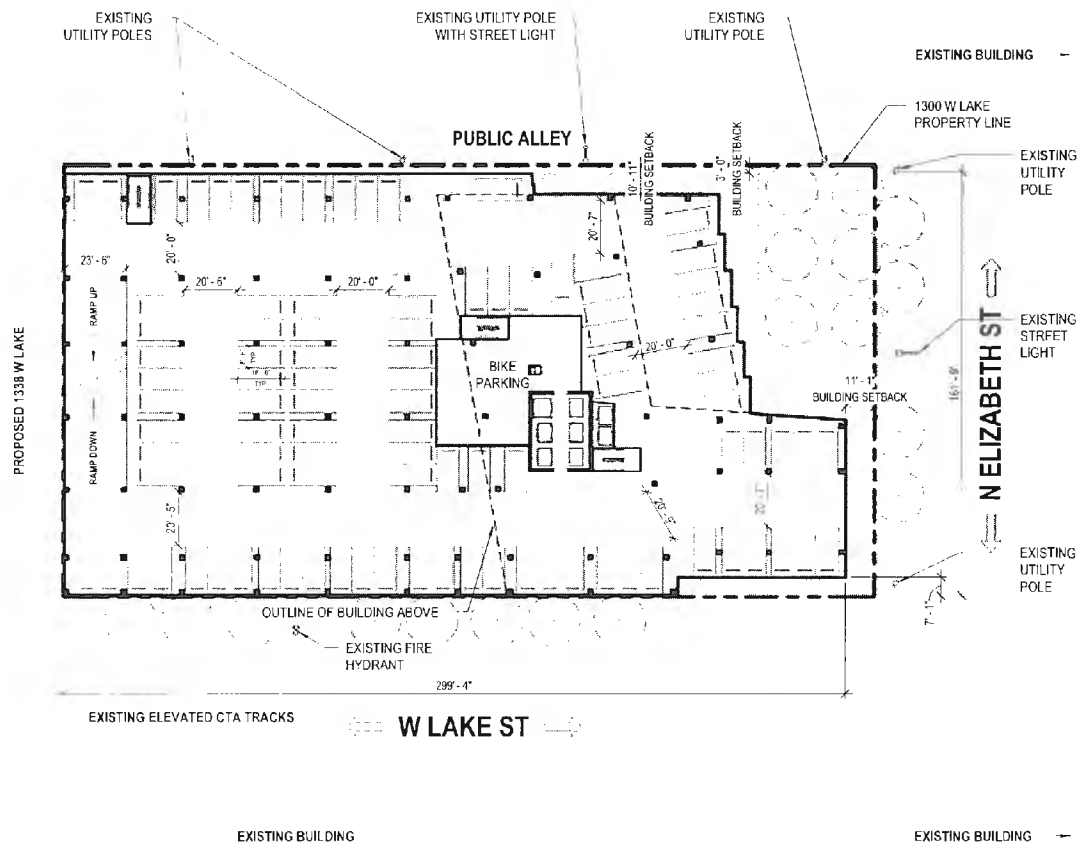
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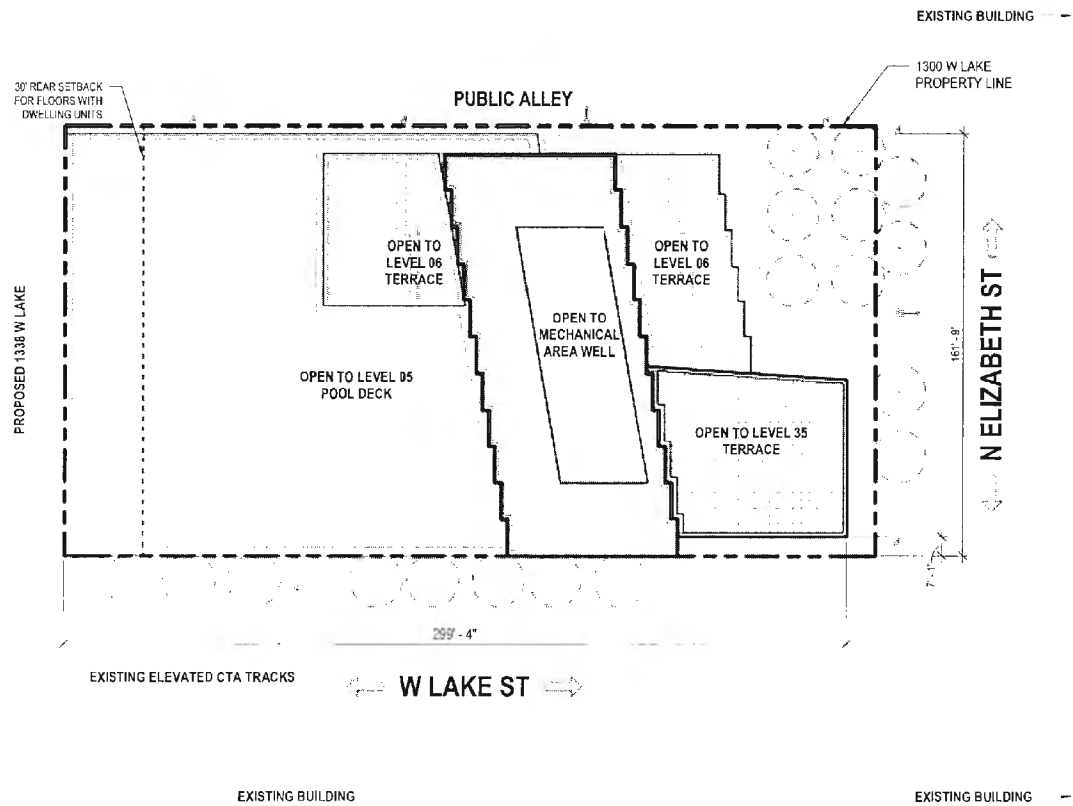


TYPICAL PARKING PLAN
Scale: N.T.S.



APPLICANT: 1300 PEORIA LLC
ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL 60604
DATE OF INTRODUCTION: APRIL 19, 2023
DATE OF PLAN COMMISSION: JUNE 15, 2023

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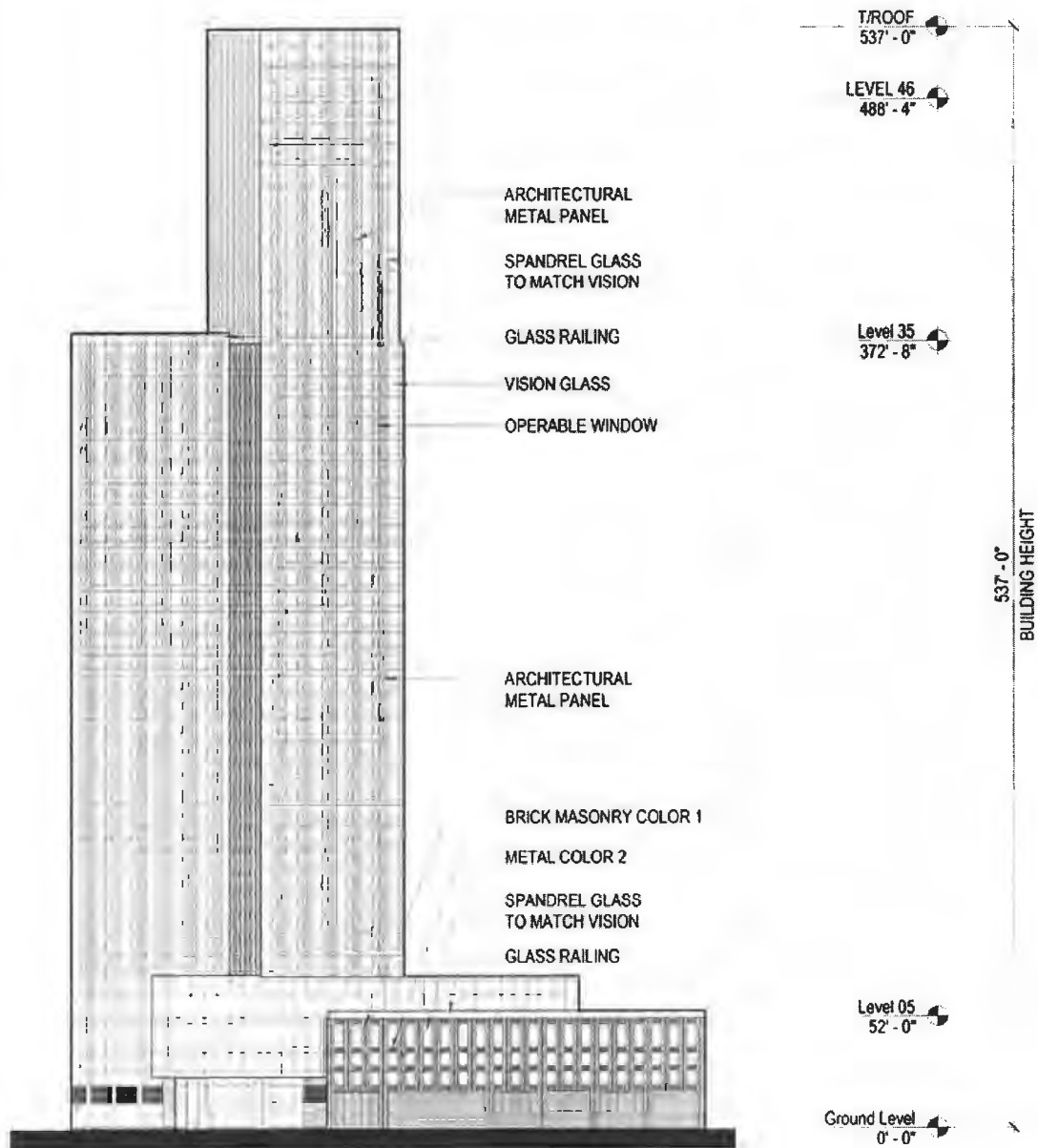


ROOF PLAN
Scale: N.T.S.



APPLICANT: 1300 PEORIA LLC
ADDRESS: 1300-28 W FST | AKF ST, CHICAGO, IL
DATE OF INTRODUCTION: APRIL 19, 2023
DATE OF PLAN COMMISSION: JUNE 15, 2023

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NORTH BUILDING ELEVATION

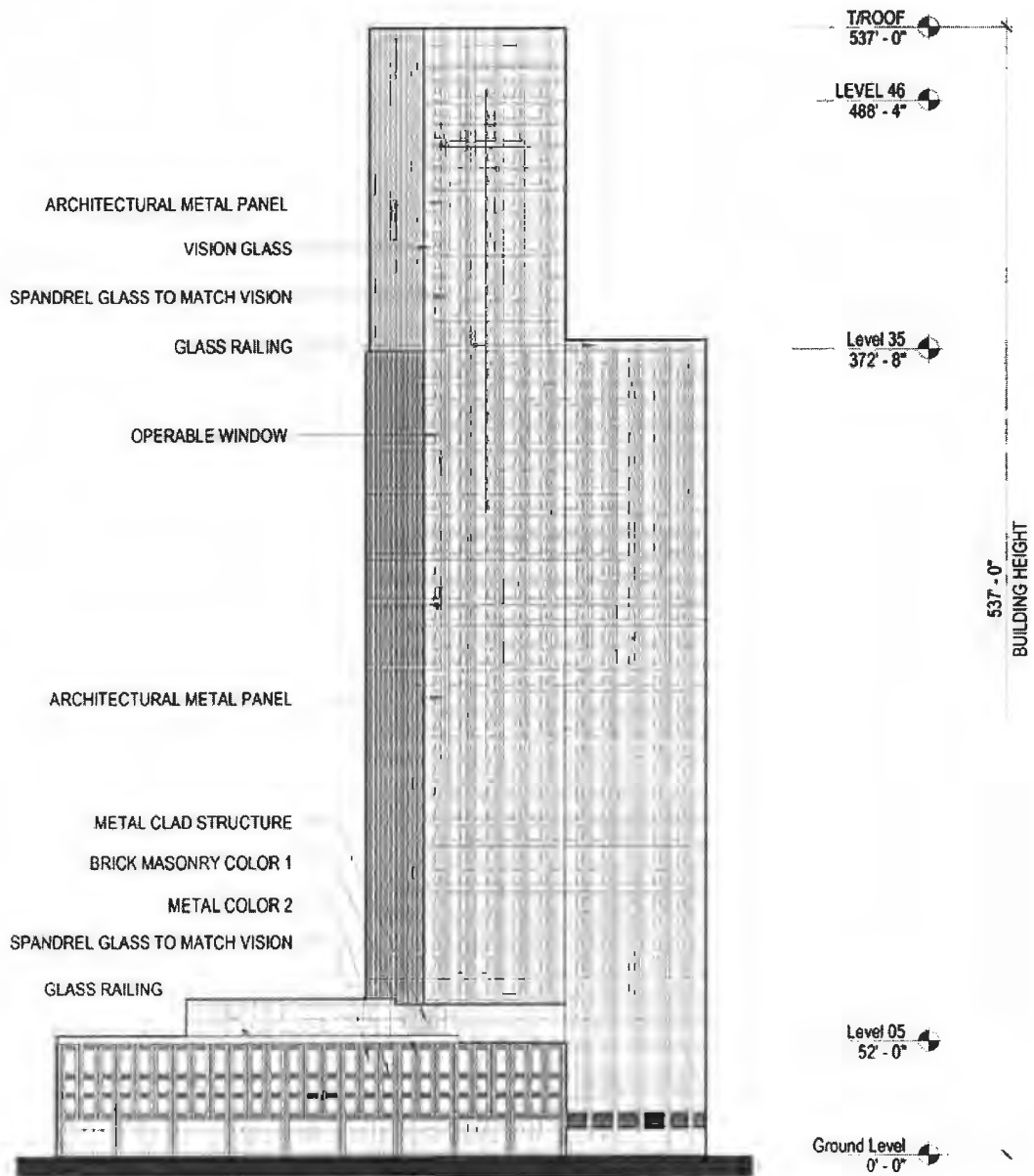
Scale: 1" = 50'-0"

APPLICANT: 1300 PEORIA LLC
 ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
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SOUTH BUILDING ELEVATION

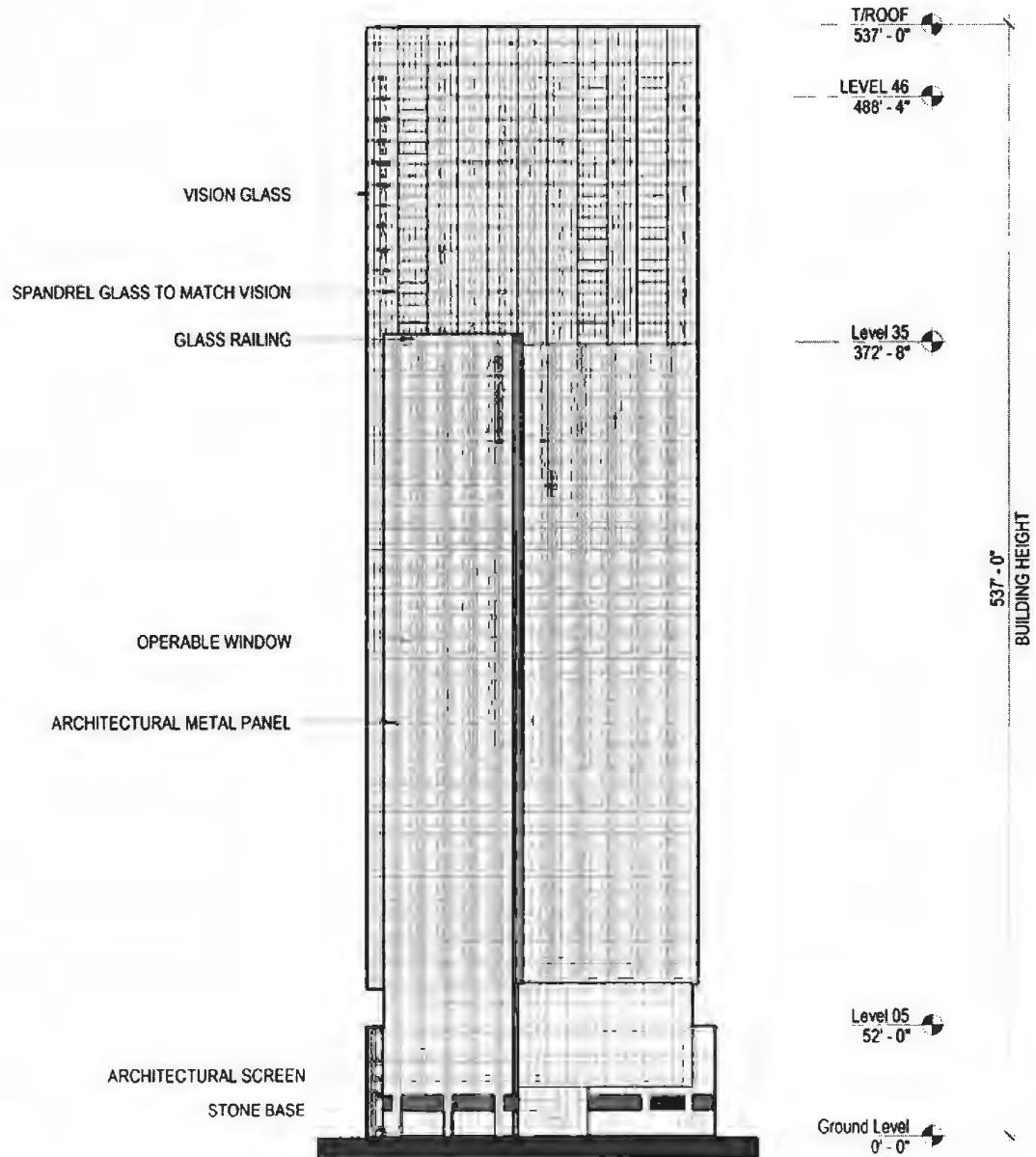
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APPLICANT: 1300 PEORIA LLC
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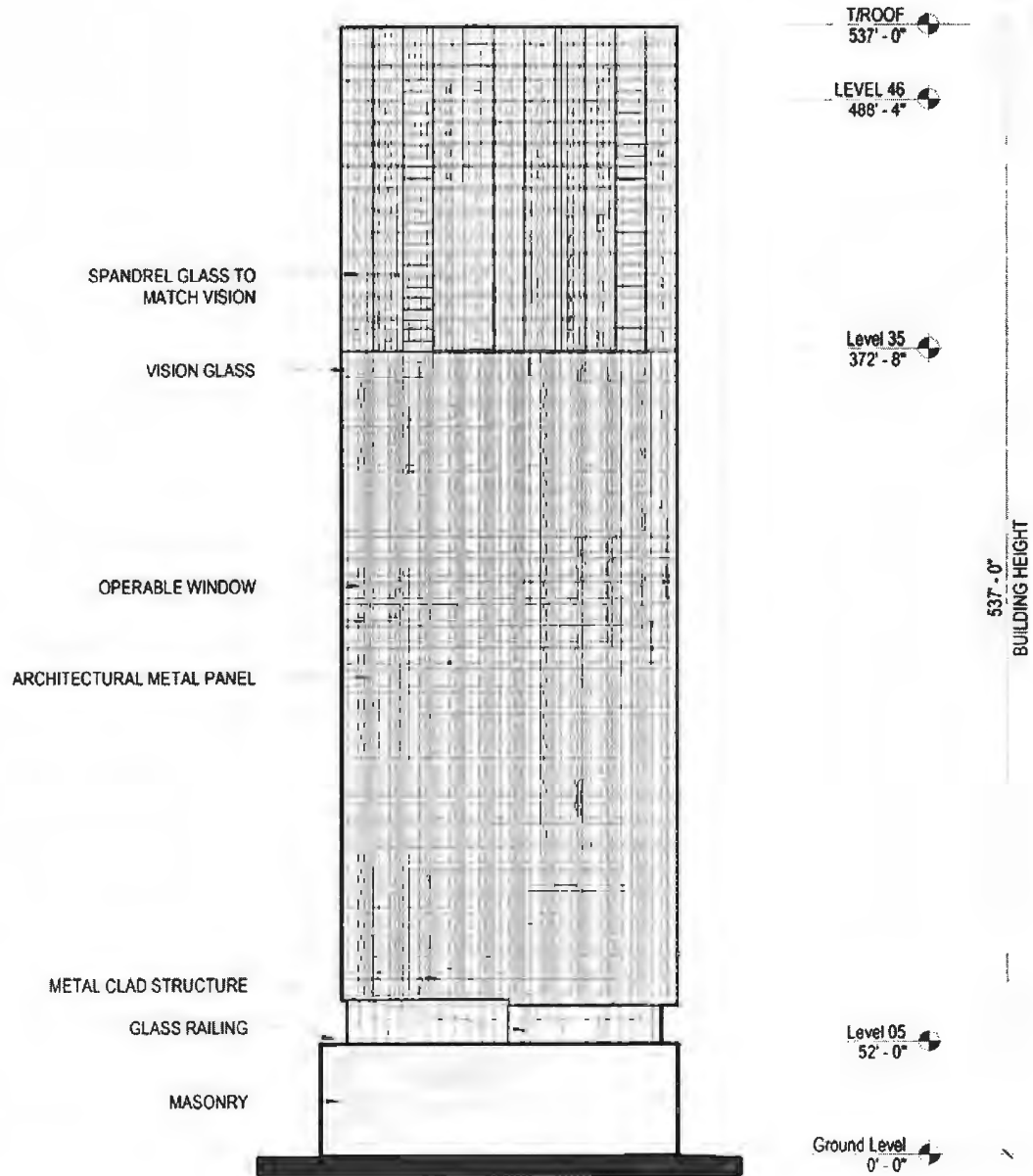
EAST BUILDING ELEVATION
Scale: 1" = 50'-0"

APPLICANT: 1300 PEORIA LLC
ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
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WEST BUILDING ELEVATION

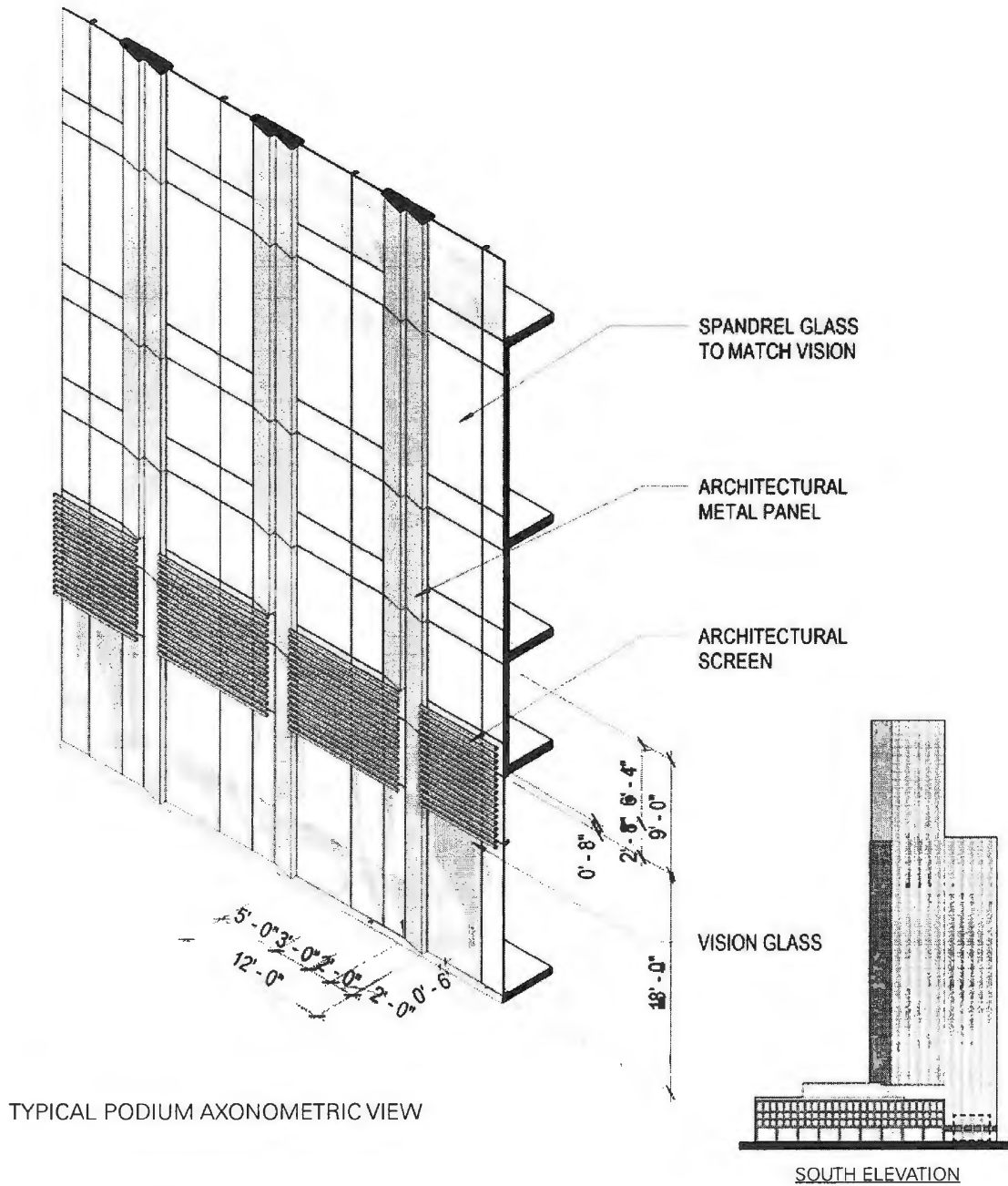
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 ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
 DATE OF INTRODUCTION: APRIL 19, 2023
 DATE OF PLAN COMMISSION: JUNE 15, 2023



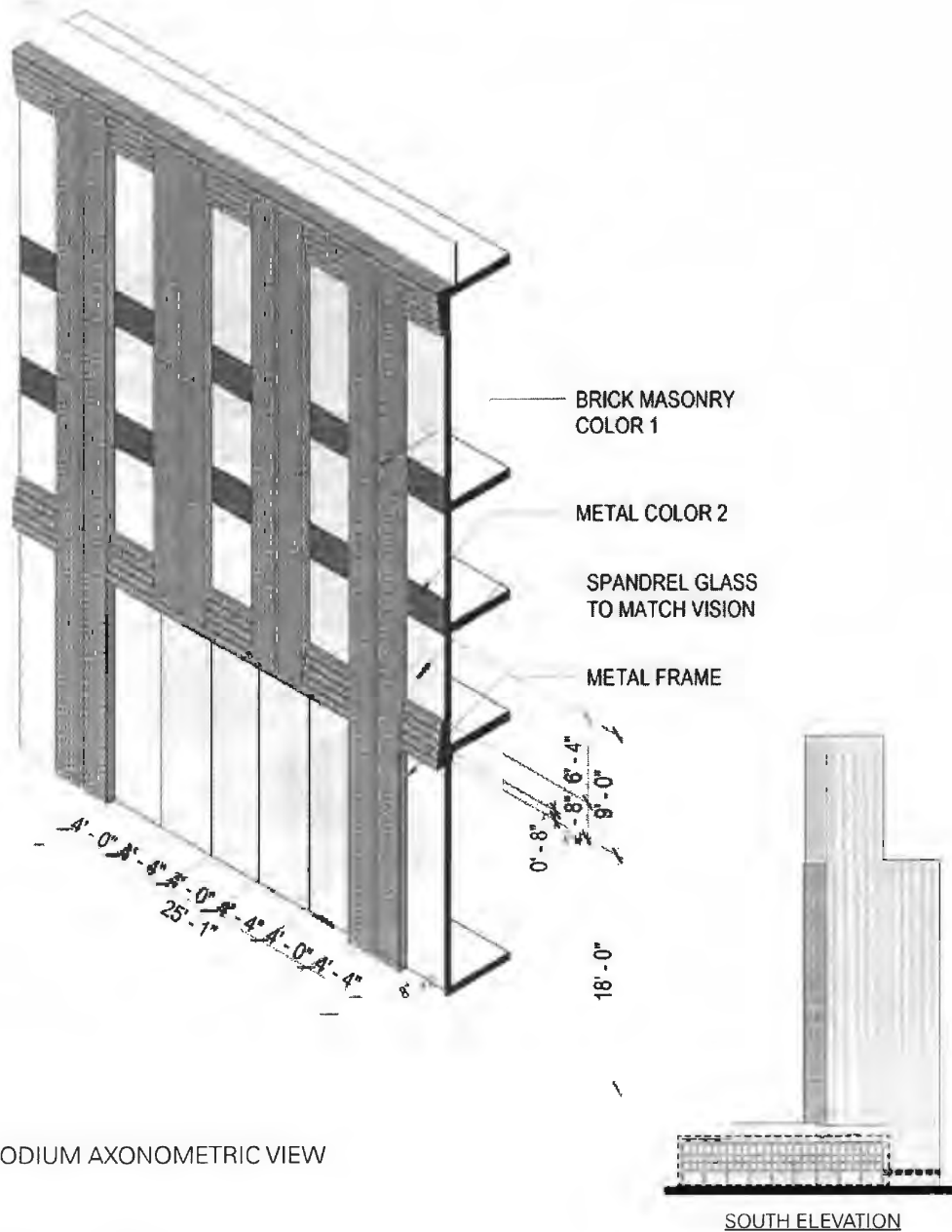
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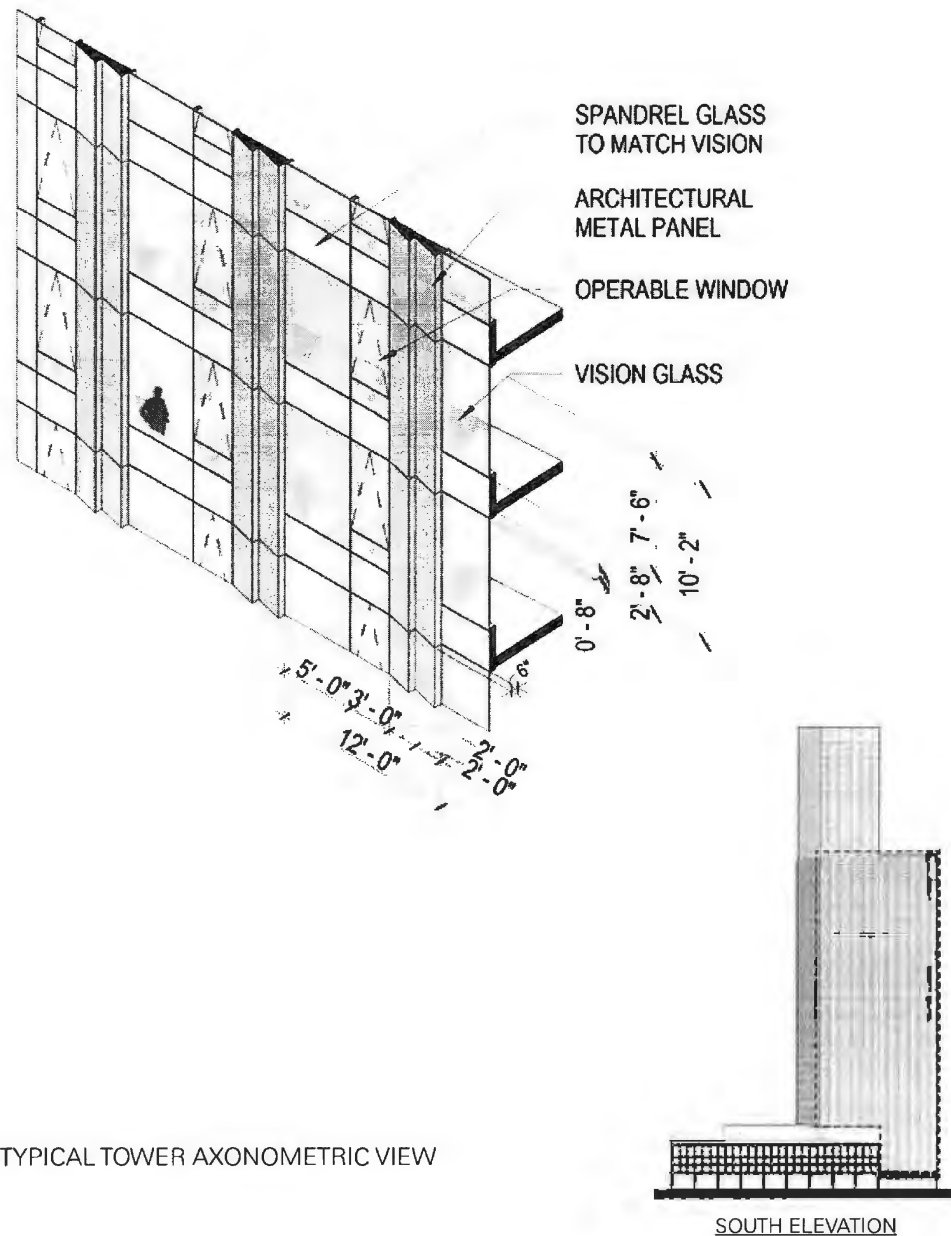
TYPICAL PODIUM AXONOMETRIC VIEW

APPLICANT: 1300 PEORIA LLC
 ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
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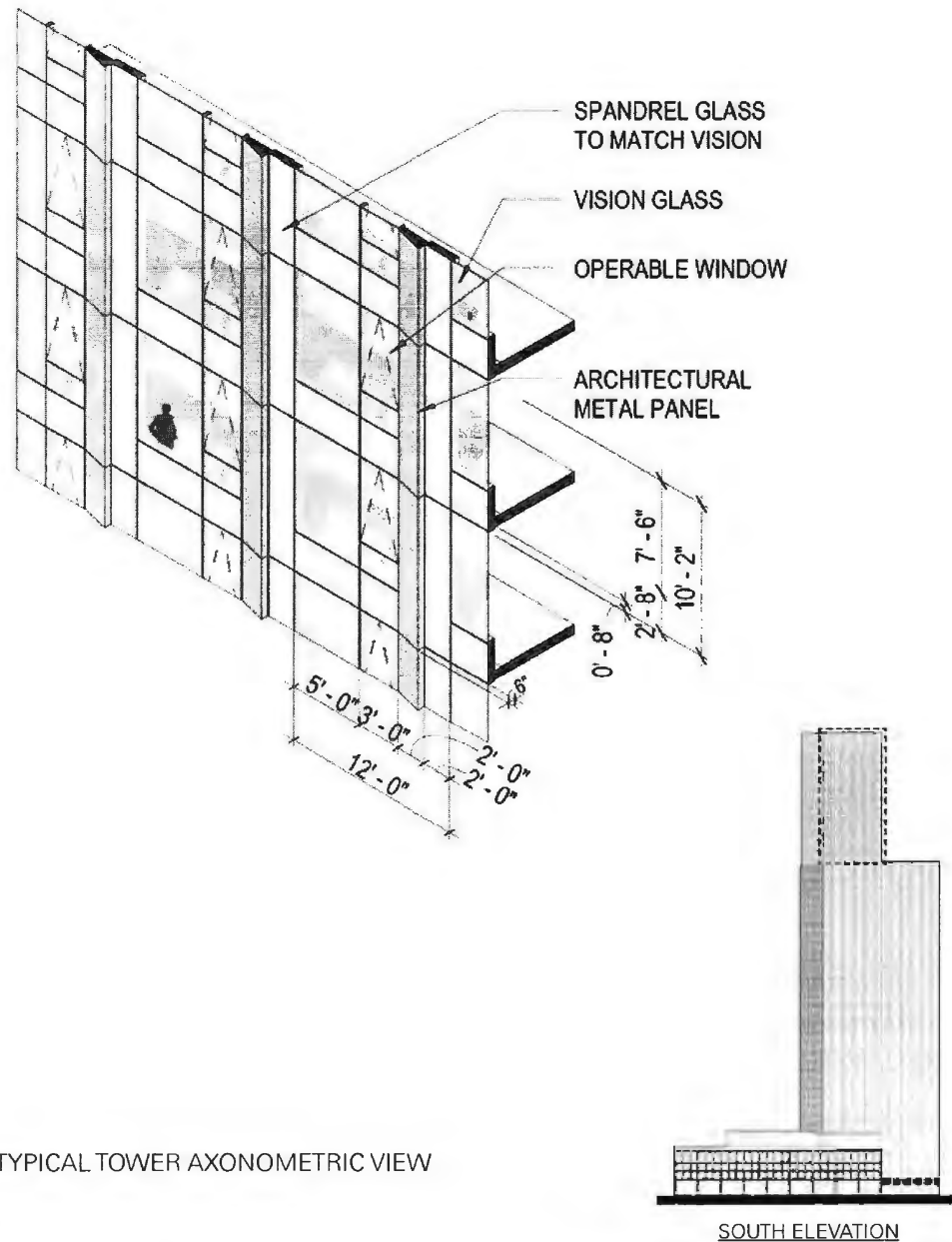
LOWER TIER TYPICAL TOWER AXONOMETRIC VIEW

APPLICANT: 1300 PEORIA LLC
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 DATE OF INTRODUCTION: APRIL 19, 2023
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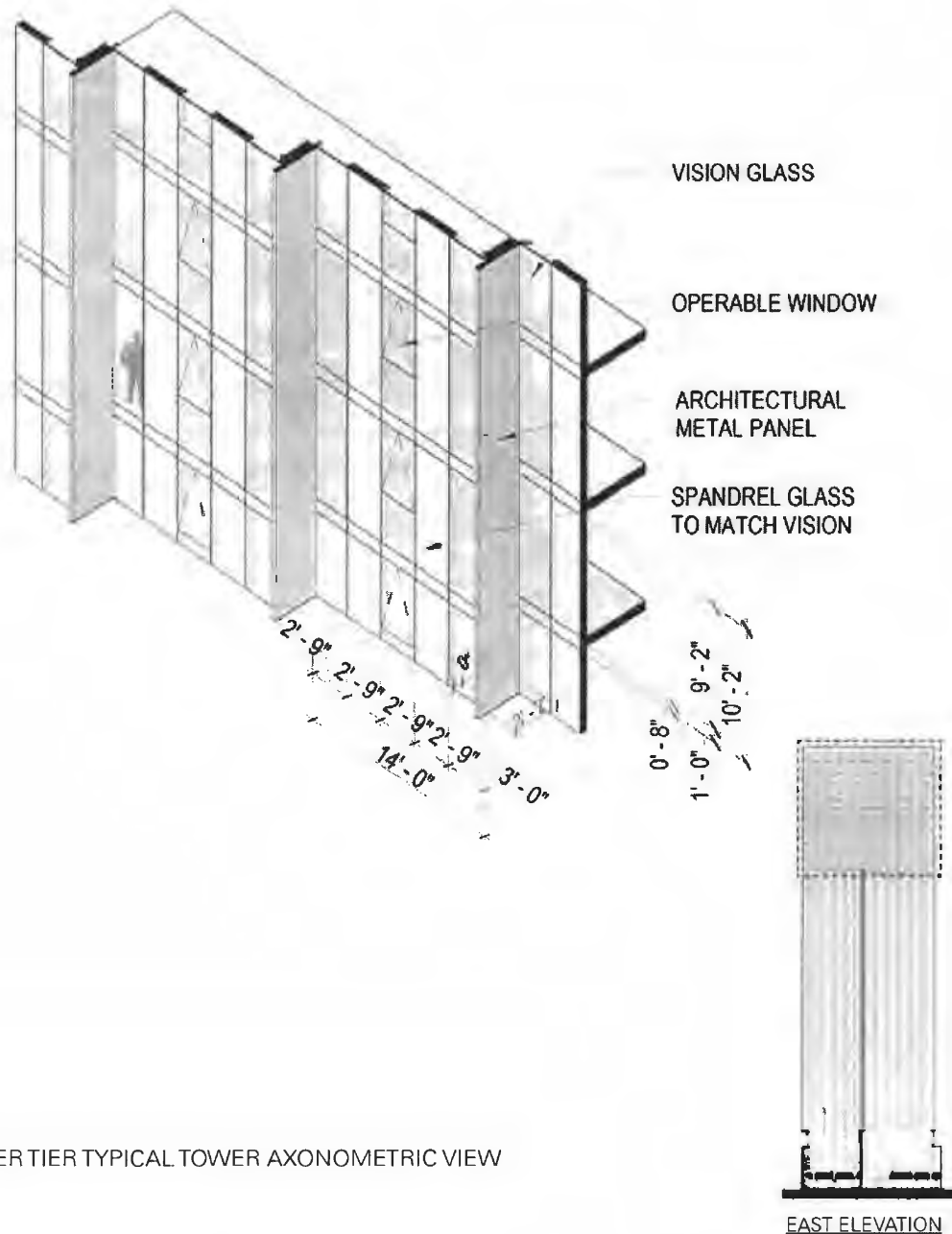


UPPER TIER TYPICAL TOWER AXONOMETRIC VIEW

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 ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
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UPPER TIER TYPICAL TOWER AXONOMETRIC VIEW

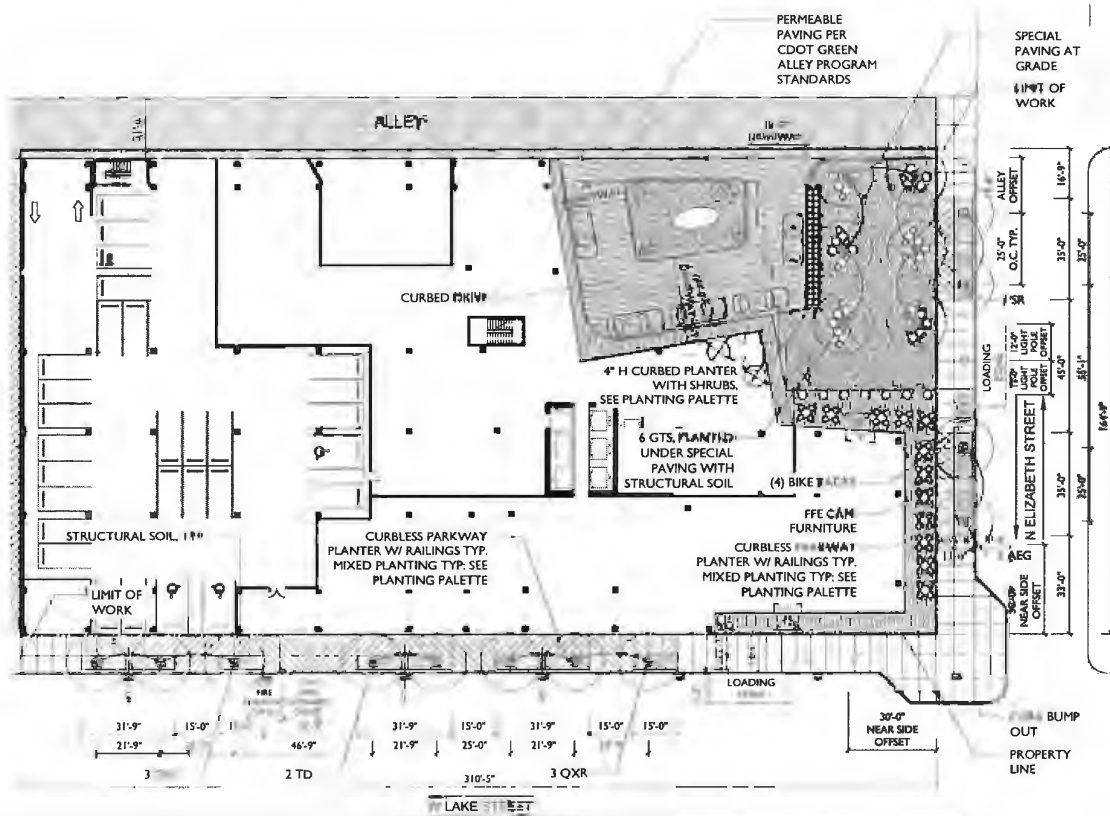
EAST ELEVATION

APPLICANT: 1300 PEORIA LLC
 ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
 DATE OF INTRODUCTION: APRIL 19, 2023
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LANDSCAPE ORDINANCE ANALYSIS

PARKWAY PLANTING

WEST LAKE STREET

LENGTH (LINEAR FEET)
 NUMBER OF TREES REQUIRED (1 PER 25 LF)
 NUMBER OF EXISTING TREES TO REMAIN
 NUMBER OF ADDITIONAL TREES TO BE PROVIDED

310'-5"
 12
 0
 8 TREES ARE PROVIDED. ADDITIONAL TREES BEYOND THIS NUMBER CANNOT BE PROVIDED DUE TO REQUIRED OFFSET

NORTH ELIZABETH STREET

LENGTH (LINEAR FEET)
 NUMBER OF TREES REQUIRED (1 PER 25 LF)
 NUMBER OF EXISTING TREES TO REMAIN
 NUMBER OF ADDITIONAL TREES TO BE PROVIDED

164'-9"
 7
 0
 4 TREES ARE PROVIDED. ADDITIONAL TREES BEYOND THIS NUMBER CANNOT BE PROVIDED DUE TO REQUIRED OFFSET

NOTE:

1. NEW TOPSOIL IS REQUIRED THROUGHOUT THE FULLEST DIMENSIONS OF ALL AFOREMENTIONED PLANTERS OR PARKWAY OR PARKWAY 2'-6" DEEP. ALL CONSTRUCTION SPILL SUCH AS DEBRIS, GARBAGE, BARRICADES, LIMESTONE, BLACK TOP, AND ALL OTHER NON-TOPSOIL ITEMS MUST BE REMOVED FROM EACH PLANTER PRIOR TO SOIL INSTALLATION.
2. ALL REQUIRED LANDSCAPING WITHIN PUBLIC RIGHT-OF-WAY TO BE REPLACED, IF NEEDED, FOR A MINIMUM OF FIVE (5) YEARS BY THE ORIGINAL APPLICANT AND ANY SUBSEQUENT OWNERS.

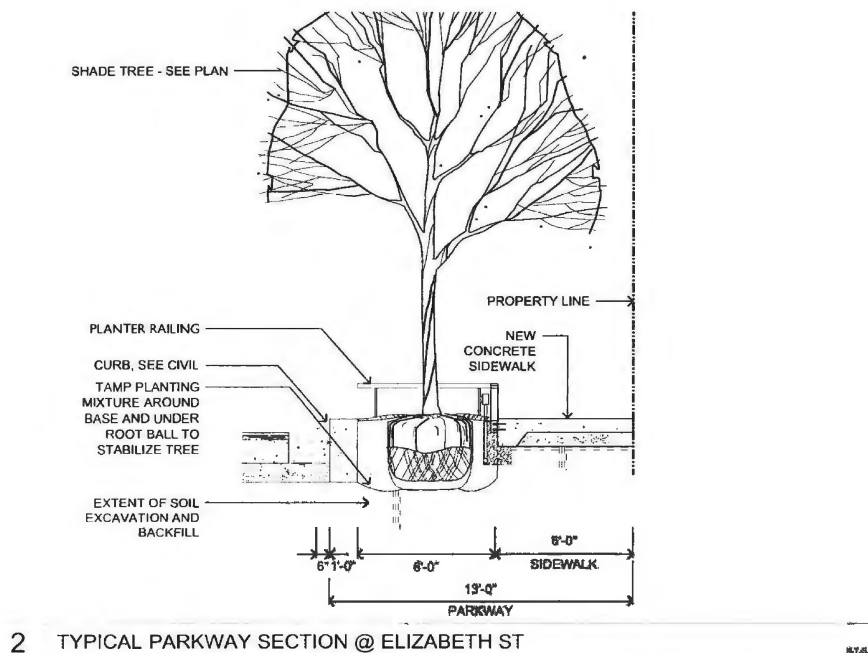
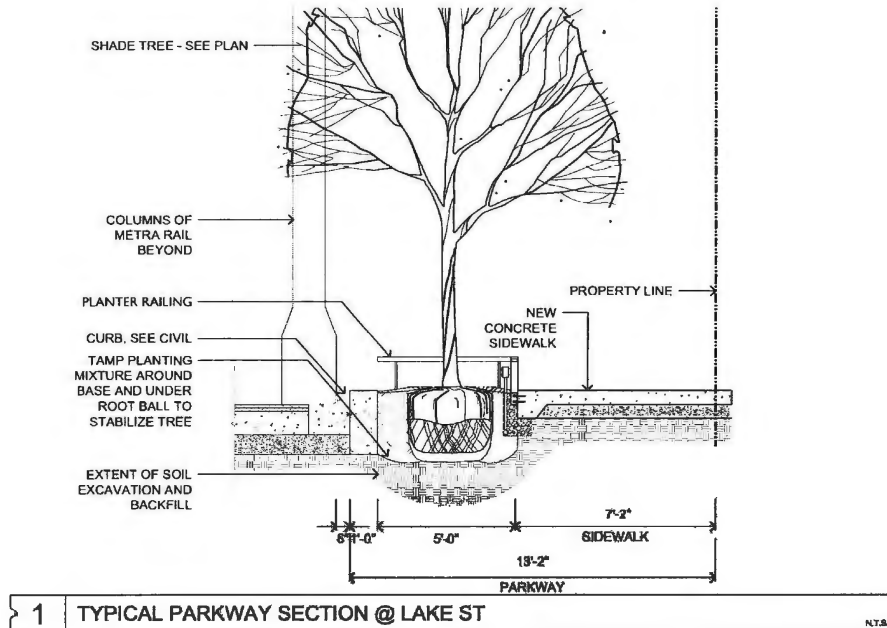
APPLICANT: 1300 PEORIA LLC
 ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
 DATE OF INTRODUCTION: APRIL 19, 2023
 DATE OF PLAN COMMISSION: JUNE 15, 2023

CONFLUENCE



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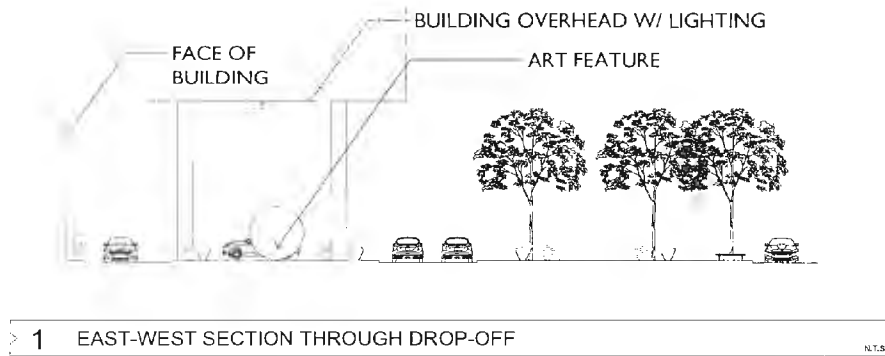
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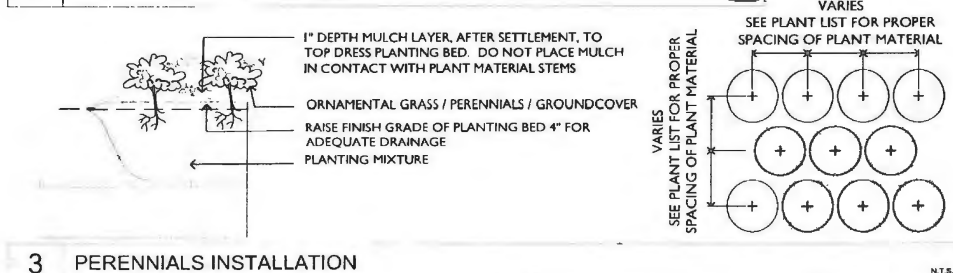
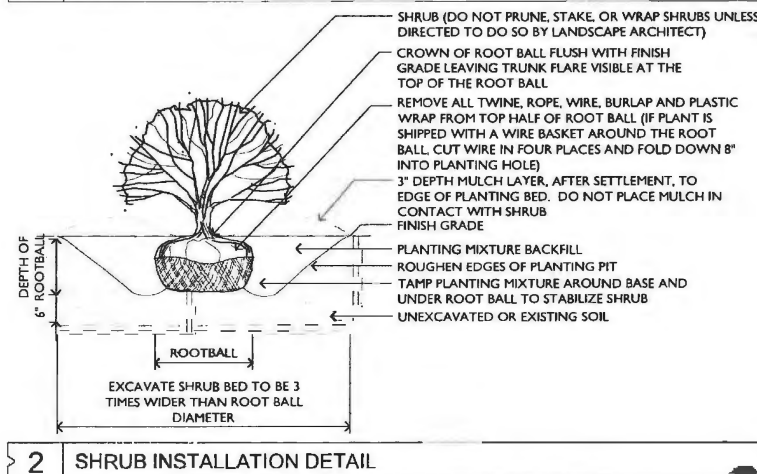
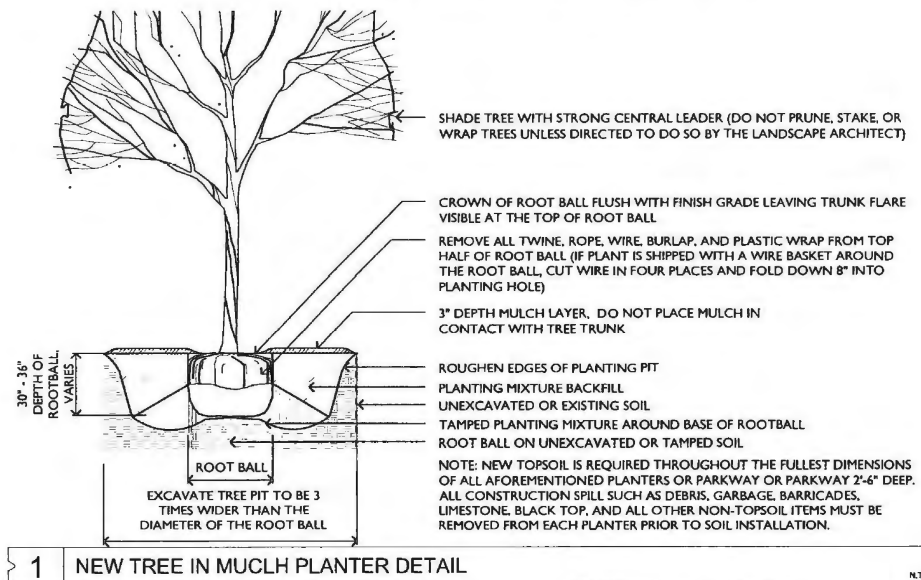
APPLICANT: 300 PEORIA LLC
 ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
 DATE OF INTRODUCTION: APRIL 19, 2023
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CONF. EDCF



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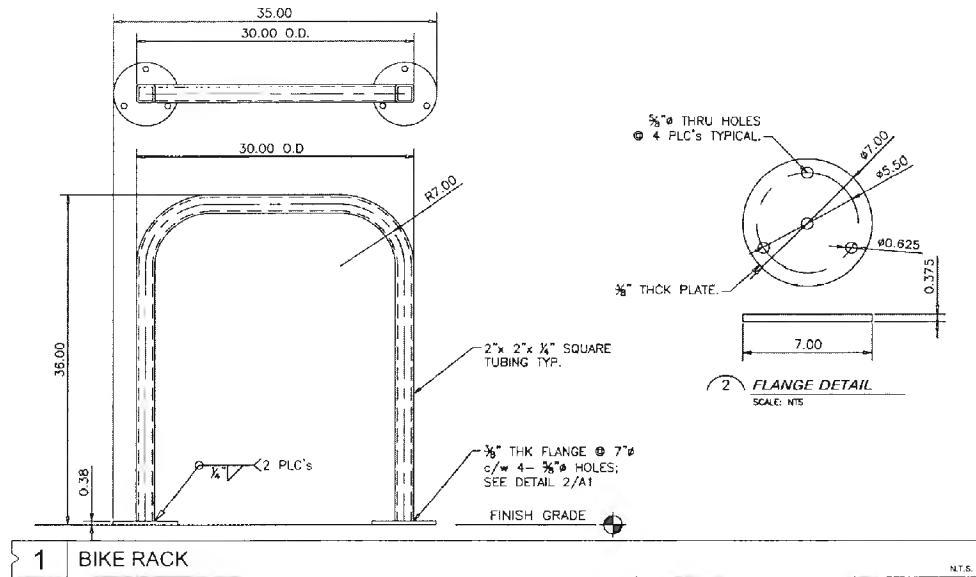
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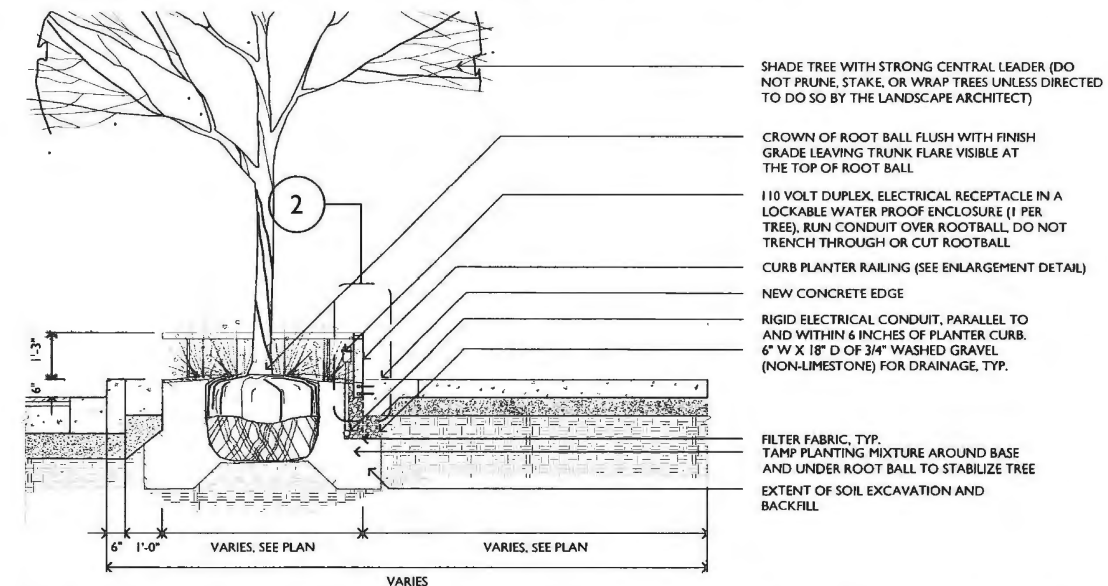
APPLICANT: 1300 PEORIA LLC
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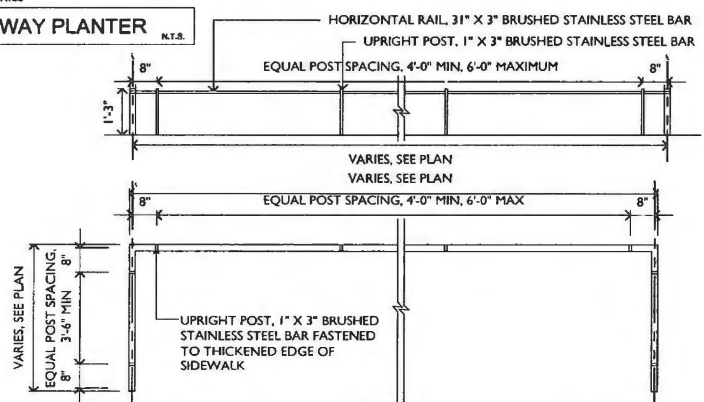


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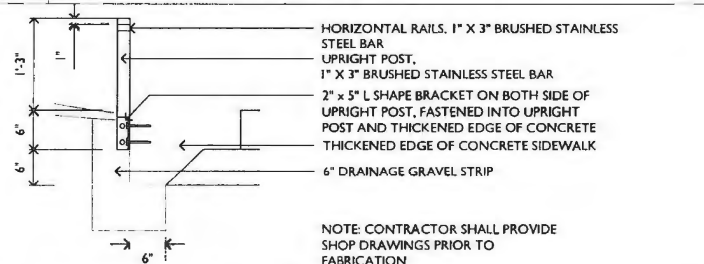
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1 TREE PLANTING IN FLUSH PARKWAY PLANTER N.T.S.



2 PARKWAY PLANTER RAILING PLAN N.T.S.



3. PARKWAY PLANTER RAILING SECTION

APPLICANT: 1300 PEORIA LLC
ADDRESS: 1300-28 WEST LAKE ST, CHICAGO, IL
DATE OF INTRODUCTION: APRIL 19, 2023
DATE OF PLAN COMMISSION: JUNE 15, 2023

CONFLUENCE



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Reclassification Of Area Shown On Map No. 1-H.

(As Amended)

(Application No. 22193T1)

(Common Address: 1924 W. Grand Ave.)

[O2023-2026/SO2023-0001903]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing Business Park District symbols and indications as shown on Map Number 1-H in the area bounded by:

the public alley next north of and parallel to West Grand Avenue; a line 239 feet west of and parallel to North Wolcott Avenue; West Grand Avenue; and a line 263 feet west of and parallel to North Wolcott Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Boundary Survey Cook County; Site Plan; Proposed
First and Second Floor Plans; and North,
South, and East Building Elevations
attached to this ordinance
printed on pages 1169
through 1173 of
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**SUBSTITUTE NARRATIVE AND PLANS
IN SUPPORT OF AN APPLICATION FOR A TYPE 1 MAP AMMENDMENT
OF THE CITY OF CHICAGO ZONING MAP
FOR THE PROPERTY LOCATED AT 1924 W. GRAND AVENUE CHICAGO**

The Applicant 1924 w Grand LLC. Is seeking a Type 1 Zoning Map Amendment of The City of Chicago Zoning Map from the current M1-2 Limited Manufacturing/ Business Park District symbols to those of a B2-2 Neighborhood Mixed-Use District symbols for the property commonly known as 1924 Grand Avenue in Chicago. The subject site contains an existing 2 story mixed use Building with an unoccupied Business and one Dwelling unit to be converted to a Business Office/Retail a rear first floor Dwelling Unit and a second floor Dwelling Unit And to construct a 2 story/ 2nd story addition.

The Zoning lot is substandard with Dimensions of 24 Feet x 95 Feet

Use: Business Office/Retail store and 2 Dwelling Units

Lot Area: 2,280 square feet

Density: 1140 square Feet/Dwelling Unit

Floor Area Ratio: 2.0 Floor Area: 4,560 square Feet.

Setbacks: Front: zero




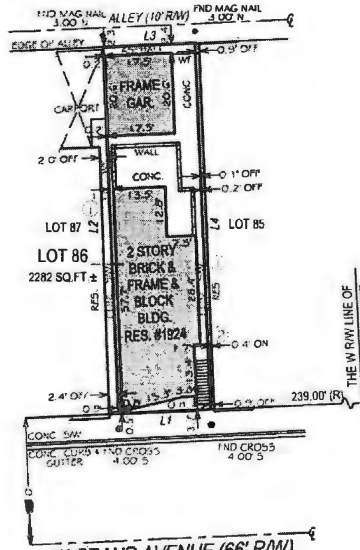


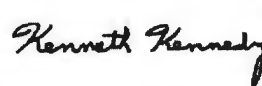


Side: West 9 inches

East 2 feet

Rear: 23 feet may need a Variation or an Administrative Adjustment

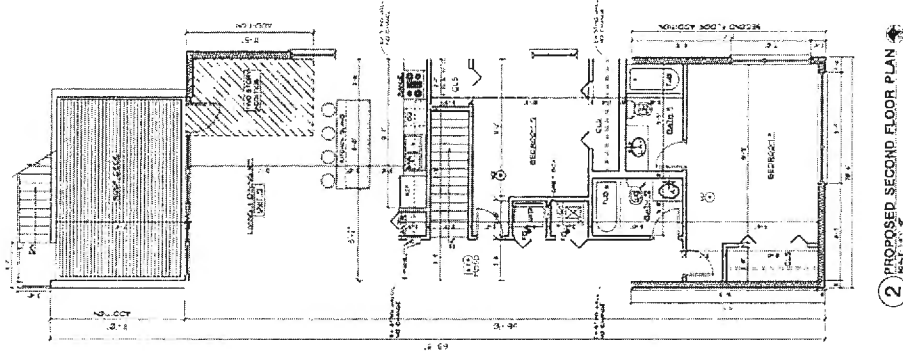
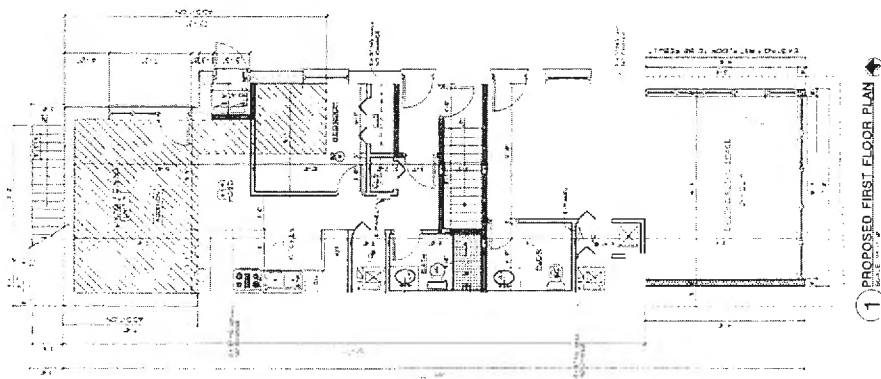
Parking: 2 spaces. Building Height: 30 feet.

The subject parcel is in a community preservation area

 www.exactaland.com office: 773.305.4011		 
PROPERTY ADDRESS: 1924 W GRAND AVENUE, CHICAGO, ILLINOIS 60622		SURVEY NUMBER: 2305.5698
23055698 BOUNDARY SURVEY COOK COUNTY		
<h2 style="text-align: center;">Final for Publication</h2> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>LINE TABLE:</p> <p>L1 24.00' (R)</p> <p>S 87°32'04" W 24.03' (C)</p> <p>L2 95.00' (R)</p> <p>N 2°34'44" W 95.00' (C)</p> <p>L3 N 87°32'04" E 24.01' (C)</p> <p>L4 95.00' (R)</p> <p>S 2°35'28" E 95.00' (C)</p> </div> <div style="width: 65%;">  </div> </div> <div style="text-align: right; margin-top: 20px;">   <p>GRAPHIC SCALE (In Feet)</p> <p>1 inch = 30' ft.</p> </div>		
STATE OF ILLINOIS } SS COUNTY OF GRUNDY } THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON   ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403 LICENSE EXPIRES 11/30/2024 EXACTA LAND SURVEYORS, LLC PROFESSIONAL DESIGN FIRM 184008059-0008		POINTS OF INTEREST: 1. CONCRETE OVER PROPERTY LINE 2. WOOD DECK OVER PROPERTY LINE  Exacta Land Surveyors, LLC PLS# 1810608059 o 773.305.4011 316 East Jackson Street, Morris, IL 60450
DATE OF SURVEY: 05/31/23 FIELD WORK DATE: 5/27/2023 REVISION DATE(S): (REVO 5/31/2023)		SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS: 1924 W GRAND AVENUE, CHICAGO, ILLINOIS 60622		SURVEY NUMBER: 2305 5698				
JOB SPECIFIC SURVEYOR NOTES:						
LEGAL DESCRIPTION: LOT 86 IN COCHRAN'S SUBDIVISION OF THE NORTH PART OF BLOCK 20 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE 3RD P.M., IN COOK COUNTY, ILLINOIS						
Final for Publication						
GENERAL SURVEYOR NOTES:						
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.</p> <p>2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.</p> <p>3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.</p> <p>4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.</p> <p>5. Alterations to this survey map and report by other than the signing surveyor are prohibited.</p> <p>6. Dimensions are in feet and decimals thereof.</p> </div> <div style="width: 50%;"> <p>7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.</p> <p>8. Unless otherwise noted "SIR" indicates a section rebar, 5/8 inch in diameter and twenty four inches long.</p> <p>9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.</p> <p>10. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called out as POI's, or which are otherwise unknown to the surveyor.</p> <p>11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.</p> <p>12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.</p> </div> <div style="width: 50%;"> <p>13. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.</p> <p>14. Survey bearings are used for angular reference and are used to show angular relationships of lines only and are not related or oriented to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plans on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plans. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1276, Section 1276.20, Paragraph B, Sub Paragraph 6, Item k.</p> <p>15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHOM IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.</p> </div> </div>						
SURVEYOR'S LEGEND						
<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 33%;"> LINETYPES --- Boundary Line --- Center Line --- Chain Link or Wire Fence --- Easement --- Eave of Water --- Iron Fence --- Overhead Lines --- Structure --- Survey Tie Line --- Vinyl Fence --- Wall or Party Wall --- Wood Fence SURFACE TYPES Asphalt Brick or Tile Concrete Covered Area Water Wood SYMBOLS Benchmarks Center Line Central Angle or Offset Common Ownership Control Point Catch Basin </td> <td style="vertical-align: top; width: 33%;"> Elevation Fire Hydrant Find or Set Monument Guywire or Anchor Manhole Tree Utility or Light Pole Well ABBREVIATIONS (C) - Calculated (ID) - Identical (FI) - Field (M) - Measured (IP) - Plot (RI) - Record (SI) - Survey A/C - Air Conditioning AE - Access Easement AVE - Anchor Easement ASBL - Accessory Setback Line B/W - Bay/Box Window BC - Block Corner BFP - Backflow Preventer BLDG - Building BLK - Block BM - Benchmark BR - Bearing Reference BRL - Building Restriction Line BSMT - Basement C - Civic CL - Center Line </td> <td style="vertical-align: top; width: 33%;"> C/P - Covered Porch C/S - Concrete Sub CATV - Cable TV Box CB - Concrete Block CH - Chain Bearing CHIM - Chimney CLF - Chain Link Fence CMB - Canal Maintenance Easement CO - Clean Out CONC - Concrete COR - Corner CS/W - Concrete Sidewalk CUE - Control Utility Easement CVC - Concrete Valley Gutter DW - Driveway DE - Drainage Easement DF - Drain Field DH - Drill Hole DUE - Drainage & Utility Easement ELEV - Elevation EM - Electric Meter ENCL - Enclosure ENT - Entrance EOP - Edge of Pavement EDW - Edge of Water ESMT - Easement EUB - Electric Utility Box F/DH - Found Drill Hole FCM - Found Concrete Monument FF - Finished Floor FIP - Found Iron Pipe FIPC - Found Iron Pipe & Cap </td> </tr> </table>				LINETYPES --- Boundary Line --- Center Line --- Chain Link or Wire Fence --- Easement --- Eave of Water --- Iron Fence --- Overhead Lines --- Structure --- Survey Tie Line --- Vinyl Fence --- Wall or Party Wall --- Wood Fence SURFACE TYPES Asphalt Brick or Tile Concrete Covered Area Water Wood SYMBOLS Benchmarks Center Line Central Angle or Offset Common Ownership Control Point Catch Basin	Elevation Fire Hydrant Find or Set Monument Guywire or Anchor Manhole Tree Utility or Light Pole Well ABBREVIATIONS (C) - Calculated (ID) - Identical (FI) - Field (M) - Measured (IP) - Plot (RI) - Record (SI) - Survey A/C - Air Conditioning AE - Access Easement AVE - Anchor Easement ASBL - Accessory Setback Line B/W - Bay/Box Window BC - Block Corner BFP - Backflow Preventer BLDG - Building BLK - Block BM - Benchmark BR - Bearing Reference BRL - Building Restriction Line BSMT - Basement C - Civic CL - Center Line	C/P - Covered Porch C/S - Concrete Sub CATV - Cable TV Box CB - Concrete Block CH - Chain Bearing CHIM - Chimney CLF - Chain Link Fence CMB - Canal Maintenance Easement CO - Clean Out CONC - Concrete COR - Corner CS/W - Concrete Sidewalk CUE - Control Utility Easement CVC - Concrete Valley Gutter DW - Driveway DE - Drainage Easement DF - Drain Field DH - Drill Hole DUE - Drainage & Utility Easement ELEV - Elevation EM - Electric Meter ENCL - Enclosure ENT - Entrance EOP - Edge of Pavement EDW - Edge of Water ESMT - Easement EUB - Electric Utility Box F/DH - Found Drill Hole FCM - Found Concrete Monument FF - Finished Floor FIP - Found Iron Pipe FIPC - Found Iron Pipe & Cap
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CERTIFIED TO: EDYTA BRY'S		FLOOD ZONE INFORMATION:				
DATE SIGNED: 05/31/23						
BUYER: EDYTA BRY'S						
LENDER:						
TITLE COMPANY:						
COMMITMENT DATE:		CLIENT FILE NO:				
SEE PAGE 1 OF 2 FOR MAP OF PROPERTY PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES		<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p>Exacta Land Surveyors, LLC</p> <p>PLS# 164628059</p> <p>6.773.305.5611</p> <p>316 East Jackson Street, Morris, IL 60450</p> </div> </div>				

Final for Publication



MP
MP ASSOCIATES INC.
DESIGN CONSULTANTS
100 N. LAKE STREET
SUITE 1000
CHICAGO, IL 60601
TEL: 312.555.1111
WWW.MP-ASSOCIATES.COM

PROPOSED FLOOR PLANS
SECTION AND NOTES
3211 GRAND AVE. CHICAGO, IL
JEF + JACOB
JEF + JACOB LLC
100 N. LAKE STREET, SUITE 1000
CHICAGO, IL 60601
TEL: 312.555.1111
WWW.JEF-JACOB.COM



DATE: 6/21/2023
PROJECT: 23-0001
SCALE: 1/8" = 1'-0"
SHEET: A-1
DATE: 6/21/2023

Reclassification Of Area Shown On Map No. 1-K.

(As Amended)

(Application No. 22033)

(Common Address: 441 N. Kilbourn Ave./4239 W. Ferdinand St.)

[O2023-3837/SO2023-0001867]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Planned Manufacturing District Number 9 symbols and indications as shown on Map Number 1-K in the area generally bounded by:

West Ferdinand Street; a line 1,242.73 feet east of and generally parallel to North Kilbourn Avenue; a line 403.96 feet south of and generally parallel to West Ferdinand Street, extended westerly for a distance of 484.06 feet; and then a line extended in a southwesterly direction along the Union Pacific Railroad right-of-way; and North Kilbourn Avenue,

to the designation of Industrial-Business Planned Development Number _____ subject to the use and bulk regulations set forth in the Plan of Development attached hereto and made a part hereof.

SECTION 2. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Industrial Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Industrial Planned Development Number _____ ("Planned Development") consists of approximately 586,765 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is under the designated control of the Applicant, Capitol Realty LLC.
2. The requirements, obligations and condition contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to

this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in

scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 16 Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; Site Plan; Floor Plans; Landscape Plan; and Building Elevations prepared by Ware Malcomb and dated June 15, 2023 submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.
5. The following uses are permitted in the area delineated herein as a Planned Development: warehousing; product storage; office space; accessory and incidental uses; and accessory parking.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 586,765 square feet and a base FAR of 3.0.
9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach

efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a Zoning Map Amendment to rezone the property to Planned Manufacturing District Number 9.

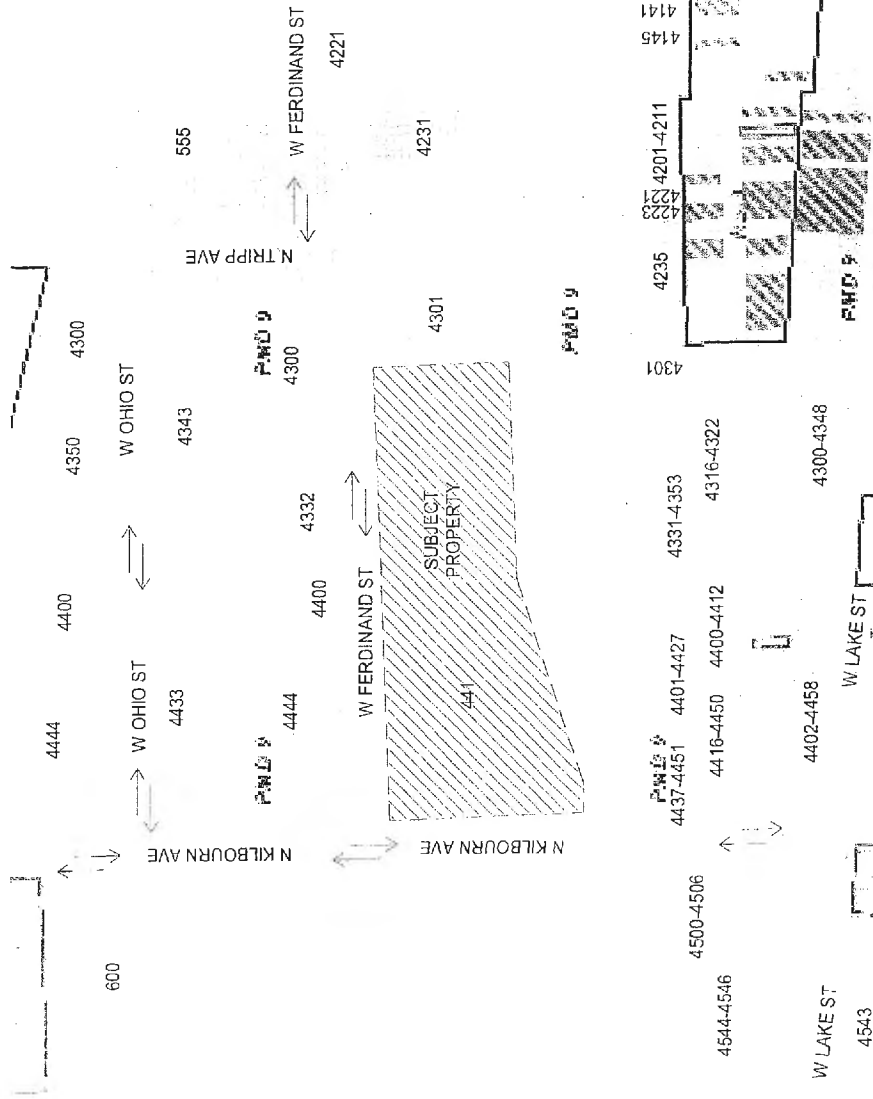
[Existing Zoning Map; Existing Land-Use Map; Site Boundaries; Generalized Site Plan; Overall Floor Plan; Landscape Plan; and North, Partial North, South, Partial South, East, Partial East, and West Exterior Building Elevations referred to in these Plan of Development Statements printed on pages 1179 through 1191 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Industrial Planned Development No. _____.

Bulk Regulations And Data Table.

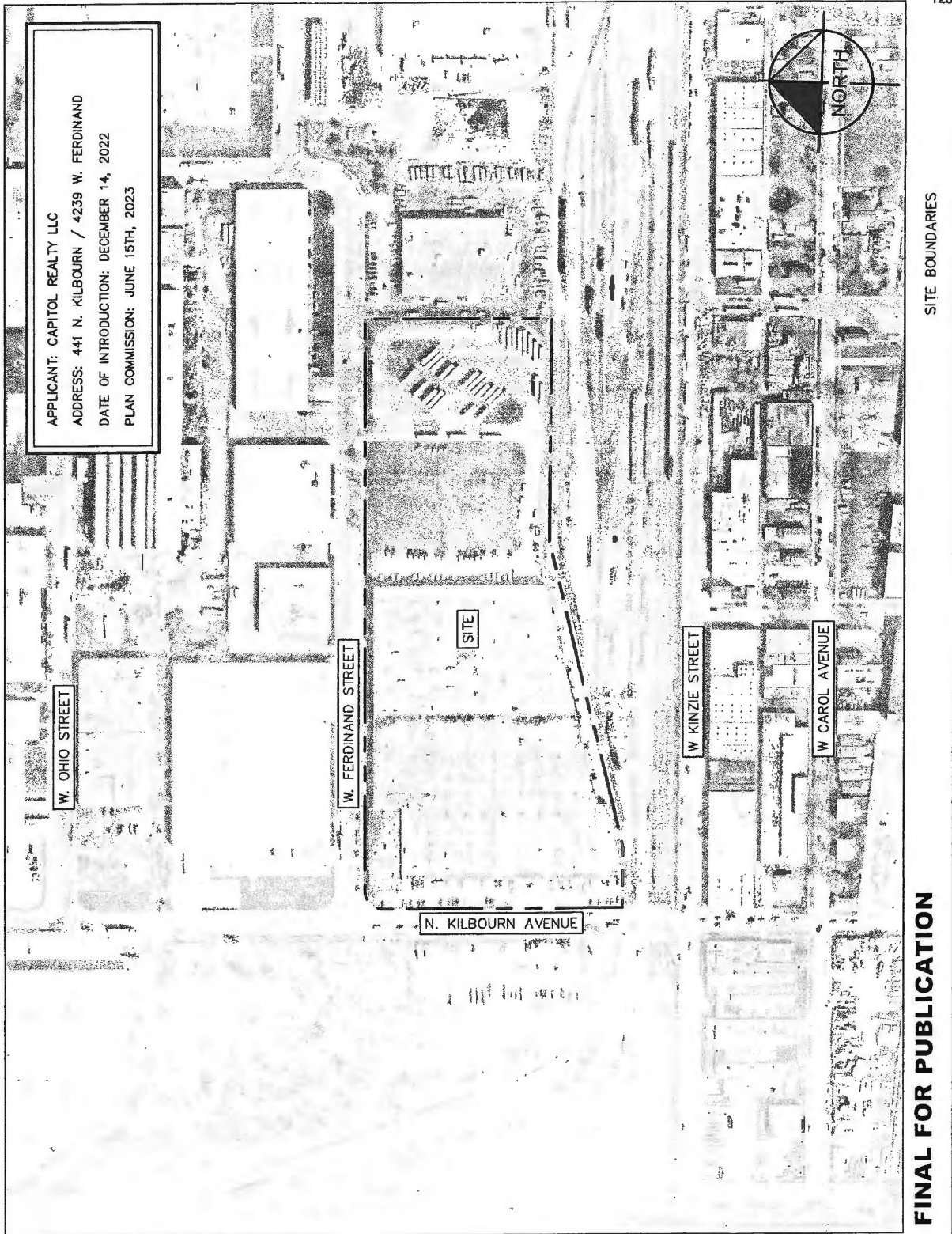
Gross Site Area:	648,932 square feet
Area of Public Right-of-Way:	62,167 square feet
Net Site Area:	586,765 square feet
Maximum Floor Area Ratio:	3.0
Minimum Number of Off-Street Parking Spaces:	35
Maximum Building Height:	40 feet, 6 inches
Minimum Setbacks:	In accordance with plans

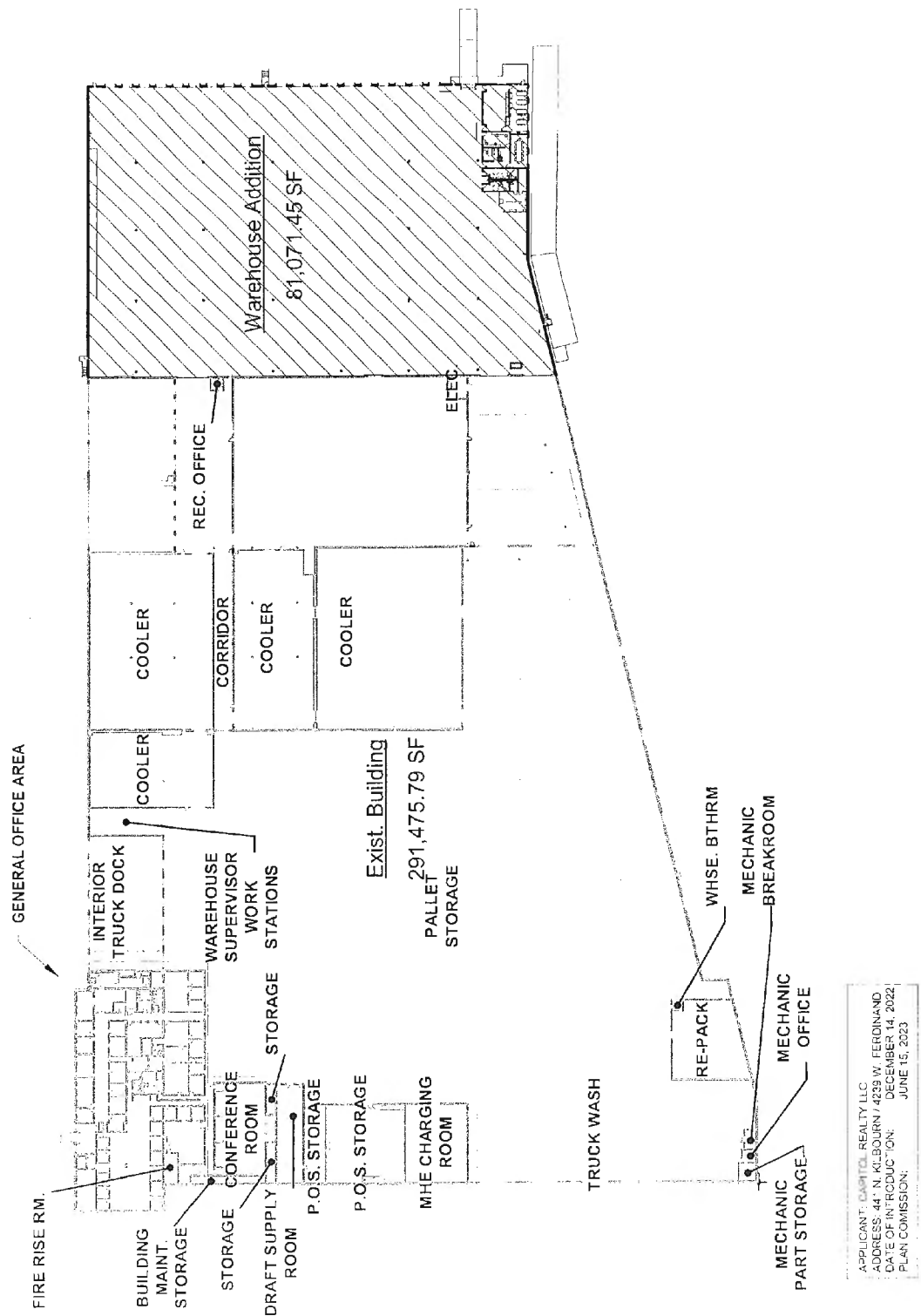


APPLICANT: CAPITOL REALTY, LLC
 ADDRESS: 441 N KILBOURN / 4239 W FERNINAND
 DATE OF INTRODUCTION: DECEMBER 14, 2022
 PLAN COMMISSION: JUNE 15, 2023

EXISTING ZONING MAP

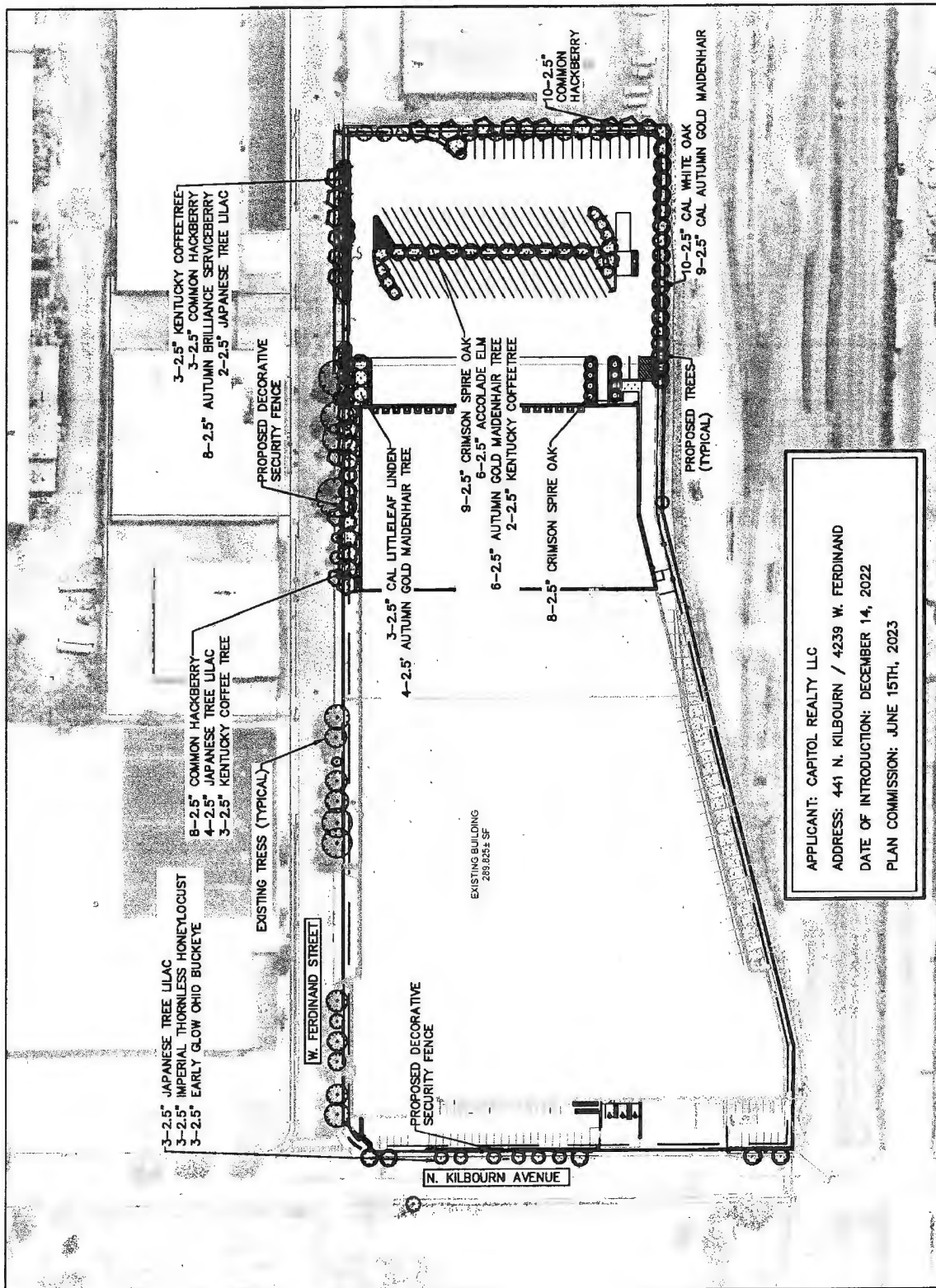
FINAL FOR PUBLICATION





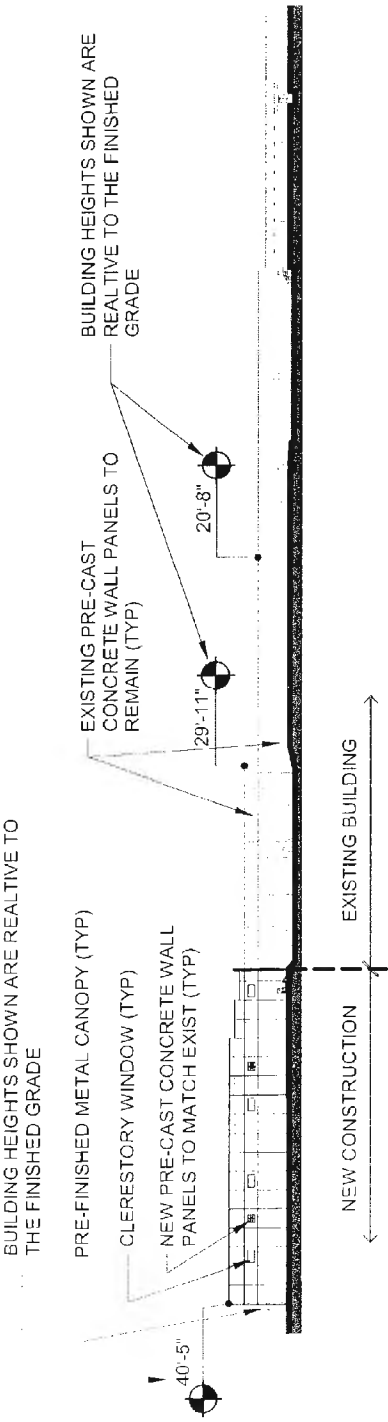
OVERALL FLOOR PLAN

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PUBLICATION



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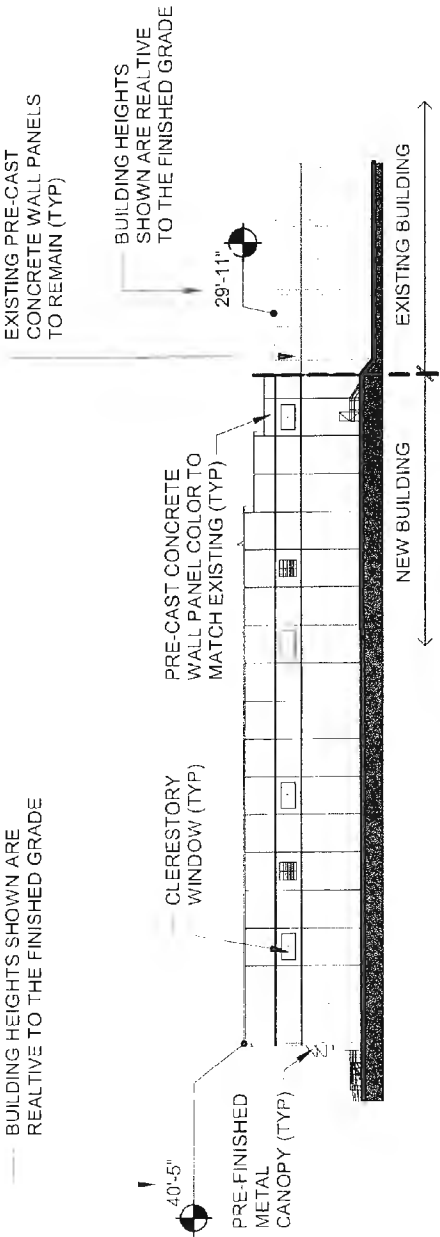
LANDSCAPE PLAN



APPLICANT: CAPITOL REALTY, LLC
ADDRESS: 441 N. KILBOURN / 4236 W. FERDINAND
DATE OF INTRODUCTION: DECEMBER 14, 2022
PLAAT COMMISSION: JUNE 15, 2023

NORTH EXTERIOR ELEVATION

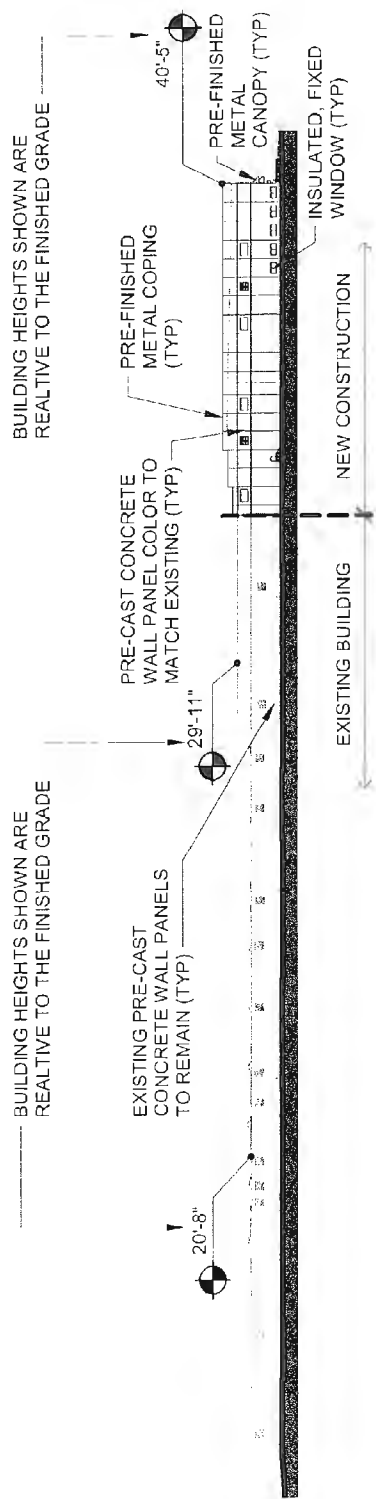
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PUBLICATION



APPLICANT: CAPITOL REALTY LLC
ADDRESS: 441 N. KILBOURN 4235 W. FERDINAND
DATE OF INTRODUCTION: DECEMBER 14, 2022
PLAN COMMISSION: JUNE 15, 2023

PARTIAL NORTH EXTERIOR ELEVATION

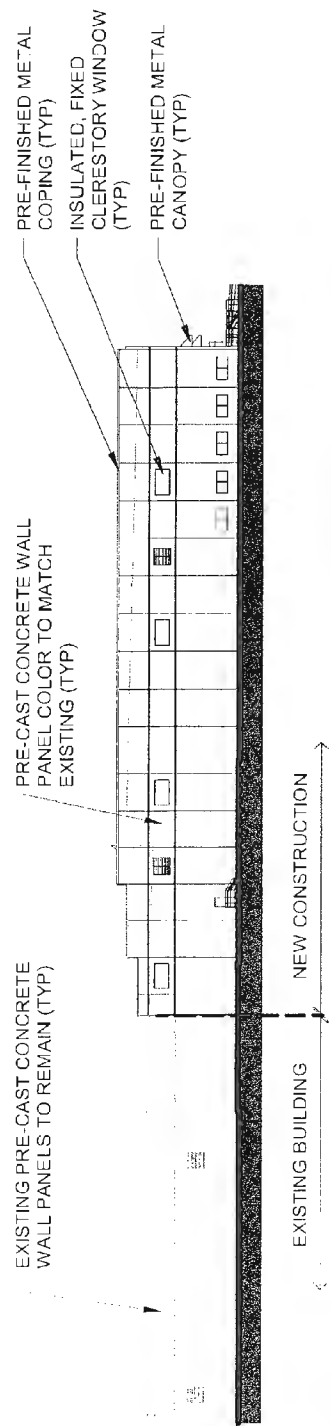
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APPLICANT: CAPITOL REALTY
ADDRESS: 441 KILBOURN / 4239 W. PERCINAND
DATE OF INTRODUCTION: DECEMBER 14, 2022
PLAN COMMISSION: JUNE 15, 2023

SOUTH EXTERIOR ELEVATION

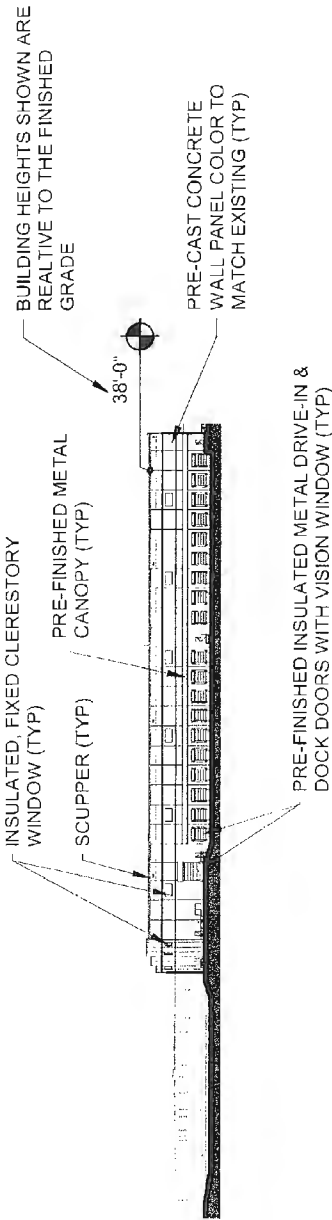
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PUBLICATION



APPLICANT: CAPITOL REALTY, LLC
ADDRESS: 441 N. KILBOURN / 4239 W. FERDINAND
DATE OF INTRODUCTION: DECEMBER 14, 2022
PLAN COMMISSION: JUNE 15, 2023

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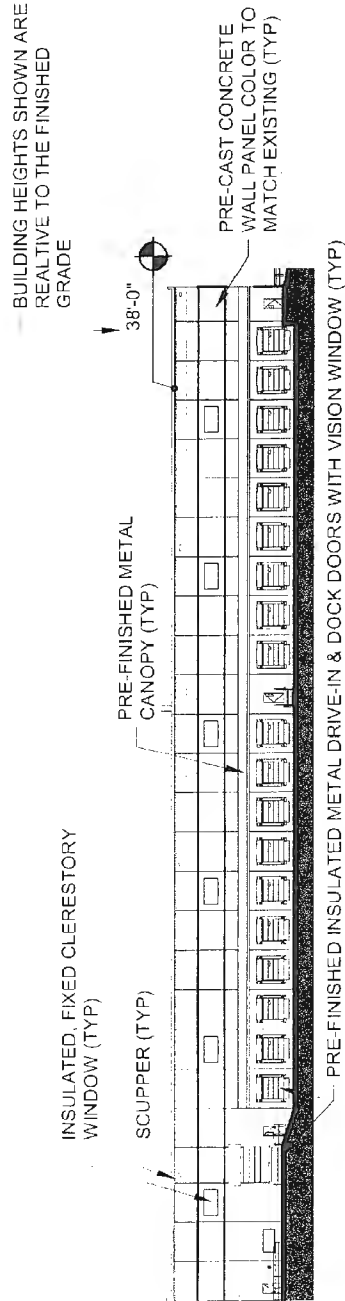
PARTIAL SOUTH EXTERIOR ELEVATION



APPLICANT: CAPITAL REALTY
ADDRESS: 441 N. KILBOURN / 4239 W. FERDINAND
DATE: DECEMBER 14, 2022
PLAN COMMISSION: JUNE 15, 2023

EAST EXTERIOR ELEVATION

FINAL FOR PUBLICATION



APPLICANT: CAPITOL REALTY LLC
ADDRESS: 441 N. KILBOURN / 4235 W. PERCINAVO
DATE OF INTRODUCTION: DECEMBER 14, 2022
PLAN COMMISSION: JUNE 15, 2023

PARTIAL EAST EXTERIOR ELEVATION

**FINAL FOR
PUBLICATION**



APPLICANT: CAPITOL REALTY LLC
ADDRESS: 441 N. KILBOURN / 4238 W. FEROMAND
DATE OF INTRODUCTION: DECEMBER 14, 2022
PLAN COMMISSION: JUNE 15, 2023

WEST EXTERIOR ELEVATION

FINAL FOR
PUBLICATION

Reclassification Of Area Shown On Map No. 1-L.

(Application No. 22160)

(Common Address: 5529 W. Chicago Ave.)

[O2023-1535/O2023-0001885]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 1-L in the area bounded by:

West Chicago Avenue; the alley next east of and parallel to North Central Avenue; a line 81.60 feet south of and parallel to West Chicago Avenue; and a line 51 feet east of and parallel to North Central Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 1-L.

(Application No. 22191)

(Common Address: 5518 W. Ohio St.)

[O2023-2024/O2023-0001902]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 1-L in the area bounded by:

a line 90 feet north of and parallel to West Ohio Street; a line 152.16 feet west of and parallel to North Pine Avenue; West Ohio Street; and the alley next west of and parallel to North Pine Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 3-G.

(As Amended)

(Application No. 22142T1)

(Common Address: 1235 -- 1237 N. Ashland Ave.)

[O2023-1323/SO2023-0001873]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 3-G in the area bounded by:

a line 96.00 feet north of and parallel to the public alley next north of North Milwaukee Avenue, as measured along the east line of North Ashland Avenue; the public alley next east of and parallel to North Ashland Avenue; a line 48.00 feet north of and parallel to the public alley next north of North Milwaukee Avenue, as measured along the east line of North Ashland Avenue; and North Ashland Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; 1st, 2nd, 3rd, 4th and 5th Floor Plans; Roof Plan;
and Front, Rear, North and South Building
Elevations attached to this ordinance
printed on pages 1196 through
1204 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUBSTITUTE NARRATIVE AND PLANS

TYPE I Rezoning Attachment
1235 – 37 North Ashland Avenue

The Project

The subject property is improved with a one-story commercial building and a two-story mixed-use building and no parking. Grand Properties Acquisitions, LLC (the "Applicant") proposes to demolish the existing improvements and seeks to rezone the subject property to allow for construction of a five-story mixed-use building containing 1,460 sq. ft. of ground floor commercial space, a total of sixteen residential dwelling units on the upper floors and enclosed parking for four cars. The height of the proposed building will be 54 feet 10 inches.

The subject property is located in a block that is improved with buildings containing residential uses, commercial uses and mixed-use consisting of ground floor commercial with residential uses above. To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from a B3-2 Community Shopping District to a B2-3 Neighborhood Mixed-Use District. As the proposed development will provide 100% of the required ARO units on-site, this change of zoning classification is being sought through the Type I rezoning process of Section 17-13-0302-A of the Zoning Ordinance in order to qualify for reduction in the minimum lot area per unit ("MLA") under Section 17-3-0402-B of the Zoning Ordinance, increased FAR under Section 17-3-0403-B of the Zoning Ordinance and increase maximum permitted height under Section 17-3-0408-B of the Zoning Ordinance. The subject property is in a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance as it fronts on Ashland Avenue and is located within is 325.0 feet from the CTA Blue Line Division Street Station entrance, 366.0 feet from Division Street and 137.0 feet from Milwaukee Avenue.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	5,832.96 square feet
Maximum FAR:	4.00**
Residential Dwelling Units:	16
MLA Density:	364.56 **
Height (existing):	54 feet 10 inches**
Bicycle Parking:	1 per DU
Automobile Parking:	4*
Setbacks (existing):	Front (Ashland Avenue): 0.00'
	North Side: 1.00'
	South Side: 1.00'
	Rear (Alley): 0.00' at grade
	8.50' on residential floors

A set of plans is attached.

*The project will comply with the Transit Served Location provisions of as per section 17-10-0102-B and the Applicant will seek an Administrative Adjustment or Variation to reduce the required parking by more than 50% and to reduce the required rear yard setback

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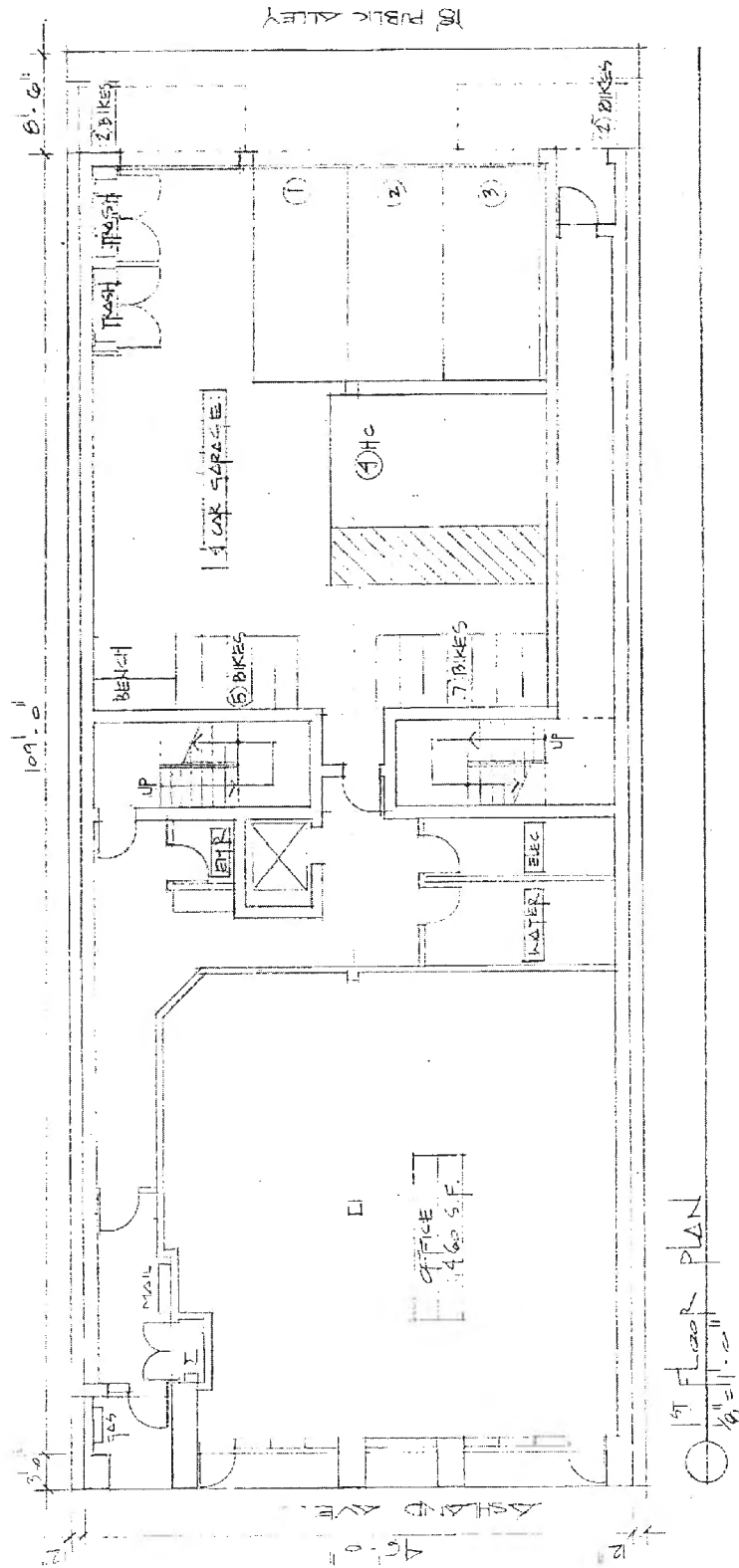
** The proposed development will qualify for decreased MLA under Section 17-3-0402-B, increased FAR under Section 17-3-0403-B, and increased height under Section 17-3-0408-B by providing 100% of the required ARO units on-site. In addition the proposed development will comply with the provisions of Section 17-3-0308 related to Transit-Served Locations, specifically as follows.

- (1) Compliance with Section 17-10-0102-B because of the property front on Ashland Avenue and is located within is 325.0 feet from the CTA Blue Line Division Street Station entrance, 366.0 feet from Division Street and 137.0 feet from Milwaukee Avenue and the proposed development does not include more than 50% of the otherwise required parking;
- (2) Compliance with Section 17-3-0504-B because
 - a. Building Location: The front façade faces Ashland Avenue and is not setback more than 5 feet from the sidewalk;
 - b. Transparency: At least 60 percent of the Ashland Avenue façade between 4 feet and 10 feet will be comprised of clear, non-reflective windows, the bottom of windows will not be more than 4.5 feet above grade of the adjacent sidewalk and the windows will have a minimum height of 4 feet
 - c. Doors and Entrances: The building doors will face Ashland Avenue;
 - d. Off-street Parking Requirements for non-residential uses: No parking is required or to be provided for non-residential uses;
 - e. Parking Location: All on-site parking will be at the rear of the building; and
 - f. Driveways and Vehicle Access: All access to the parking will be provided from the rear alley.
- (3) Compliance with Transit Friendly Development Guide: Station Area Typology because the property is located in what is designated as a Major Activity Center wherein a mid-rise housing type of greater unit density with increased FAR, increased density and decreased parking all as proposed is encouraged;
- (4) Compliance with limit on residential parking because the project will not include more than 50% of the otherwise required parking; and
- (5) The project will comply with any applicable Travel Demand Study and Management Plan rules promulgated by the Chicago Department of Transportation.

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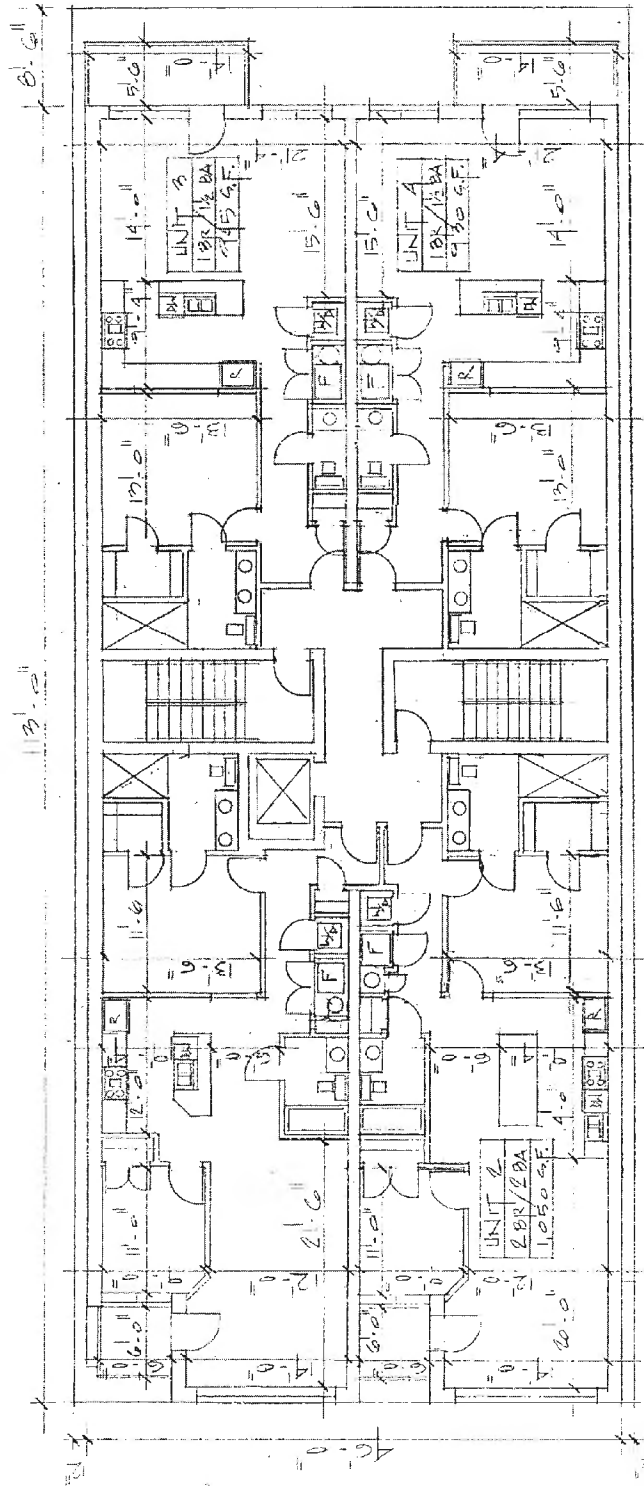
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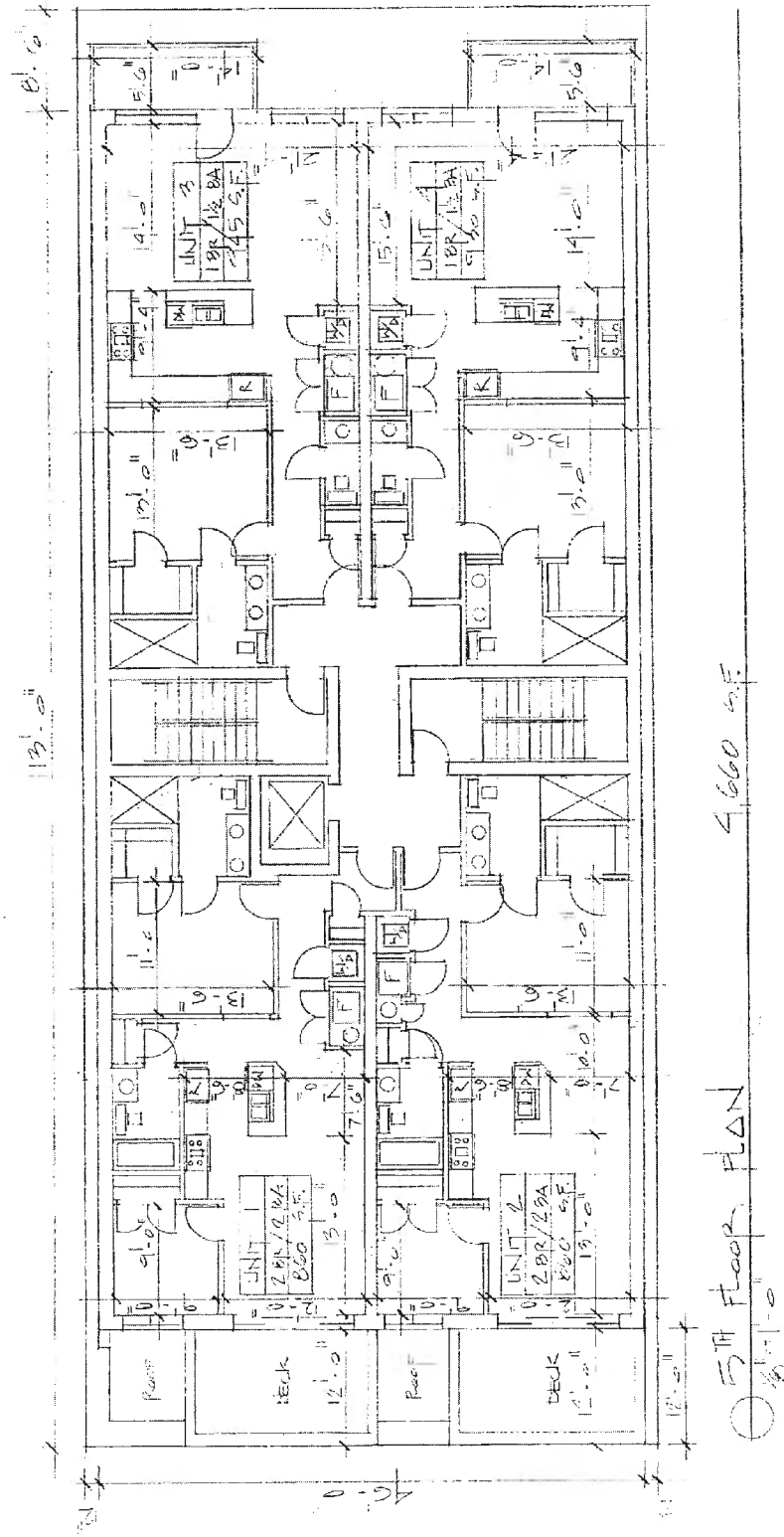
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2nd FLOOR PLAN 5,004 S.F.
1/8" = 1'-0"

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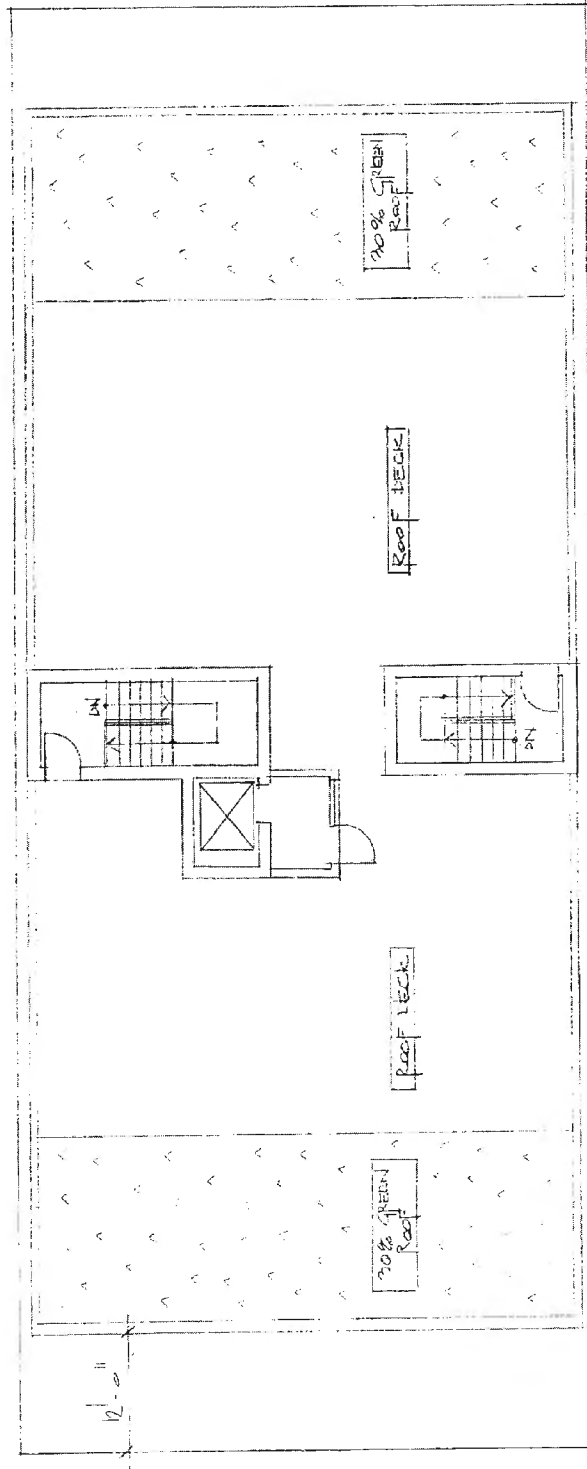


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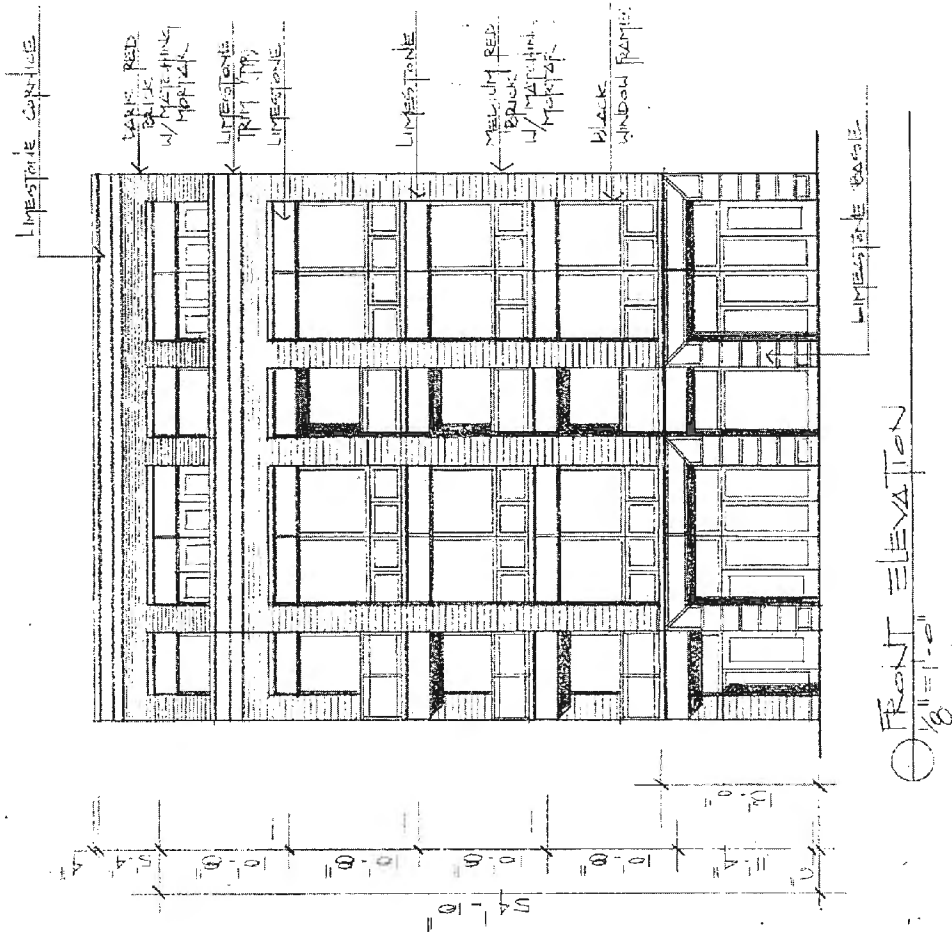
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Roof Plan
1/8" = 1'-0"

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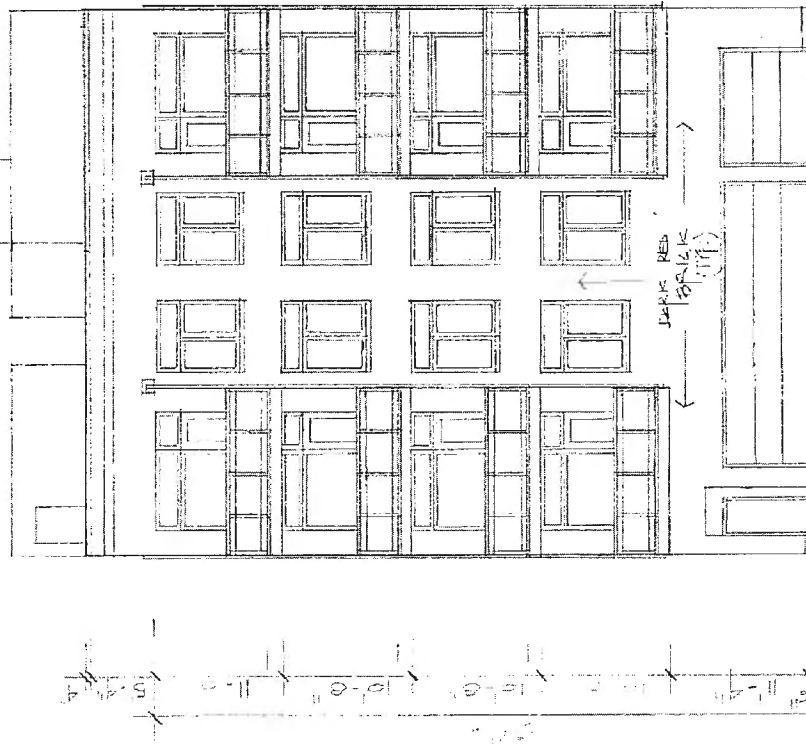
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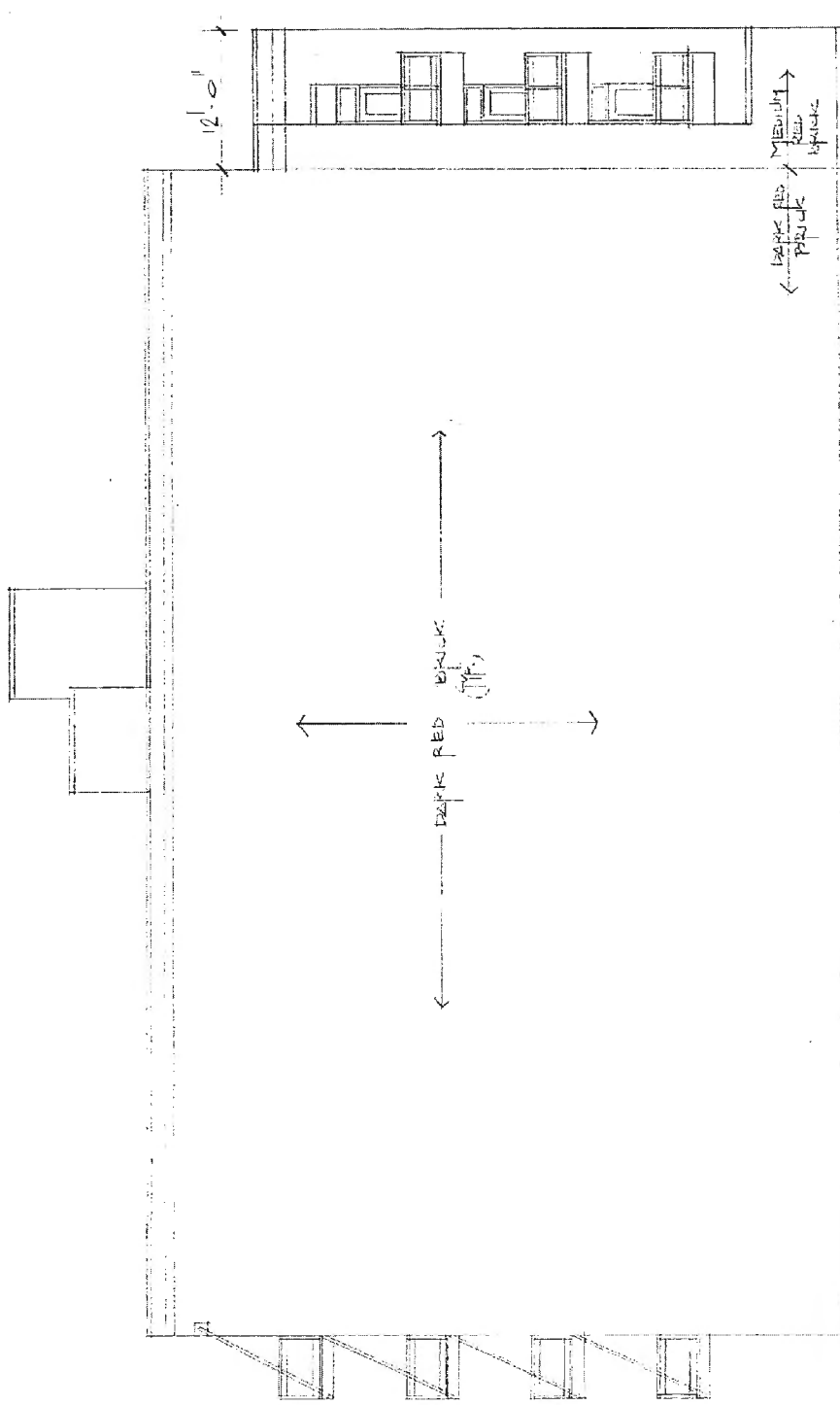


ELEVATION

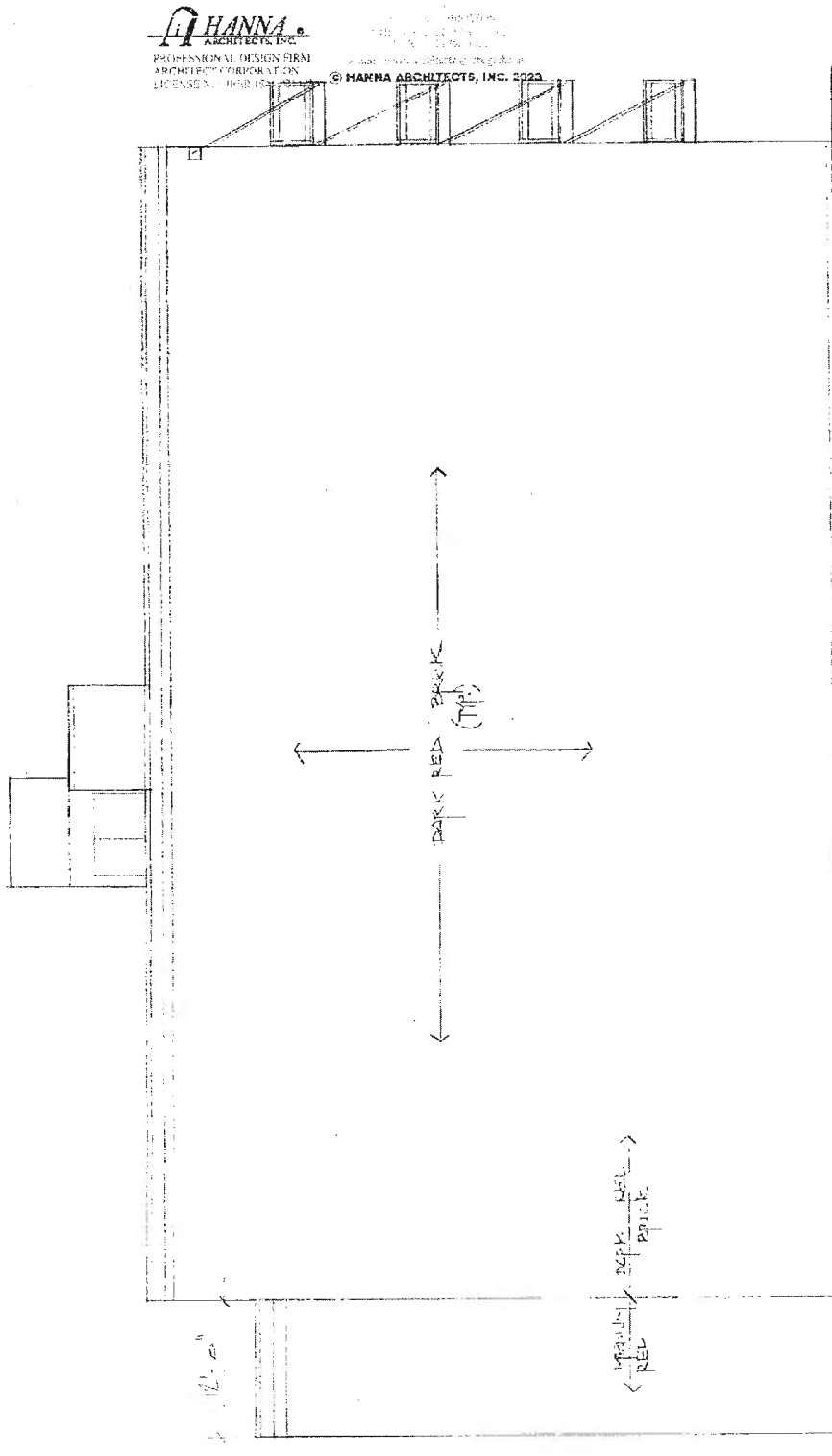
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Final for Publication



SECTION ELEVATION
1/8" = 1'-0"

Reclassification Of Area Shown On Map No. 3-G.

(As Amended)

(Application No. 22143T1)

(Common Address: 1257 -- 1301 N. Ashland Ave.)

[O2023-1326/SO2023-0001874]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 3-G in the area bounded by:

a line 344.51 feet north of and parallel to the public alley next north of North Milwaukee Avenue, as measured along the east line of North Ashland Avenue; the public alley next east of and parallel to North Ashland Avenue; a line 264.00 feet north of and parallel to the public alley next north of North Milwaukee Avenue, as measured along the east line of North Ashland Avenue; and North Ashland Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; 1st, 2nd, 3rd, 4th and 5th Floor Plans; Roof Plan;
and Front, Rear, North and South Building
Elevations attached to this ordinance
printed on pages 1208 through
1216 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUBSTITUTE NARRATIVE AND PLANS

TYPE I Rezoning Attachment
1257 - 1301 North Ashland Avenue

The Project

The subject property is improved with a one-story commercial building, a three-story mixed-use building and a four-story mixed-use building and no parking. Grand Properties Acquisitions, LLC (the "Applicant") proposes to demolish the existing improvements and seeks to rezone the subject property to allow for construction of a five-story mixed-use building containing 2,750 sq. ft. of ground floor commercial space, a total of twenty-four residential dwelling units on the upper floors and enclosed parking for ten cars. The height of the proposed building will be 56 feet 4 inches.

The subject property is located in a block that is improved with buildings containing residential uses, commercial uses and mixed-use consisting of ground floor commercial with residential uses above. To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from a B3-2 Community Shopping District to a B2-3 Neighborhood Mixed-Use District. As the proposed development will provide 100% of the required ARO units on-site, this change of zoning classification is being sought through the Type I rezoning process of Section 17-13-0302-A of the Zoning Ordinance in order to qualify for reduction in the minimum lot area per unit ("MLA") under Section 17-3-0402-B of the Zoning Ordinance, increased FAR under Section 17-3-0403-B of the Zoning Ordinance and increase maximum permitted height under Section 17-3-0408-B of the Zoning Ordinance. The subject property is in a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance as it fronts on Ashland Avenue and is located within is 517.0 feet from the CTA Blue Line Division Street Station entrance, 554.0 feet from Division Street and 274.0 feet from Milwaukee Avenue.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	10,128.69 square feet	
Maximum FAR:	4.00**	
Residential Dwelling Units:	24	
MLA Density:	407**	
Height (existing):	56 feet 4 inches**	
Bicycle Parking:	1 per DU	
Automobile Parking:	10*	
Setbacks (existing):	Front (Ashland Avenue):	0.00'
	North Side:	1.00'
	South Side:	1.00'
	Rear (Alley):	0.00' at grade 10.00' on residential floors*

A set of plans is attached.

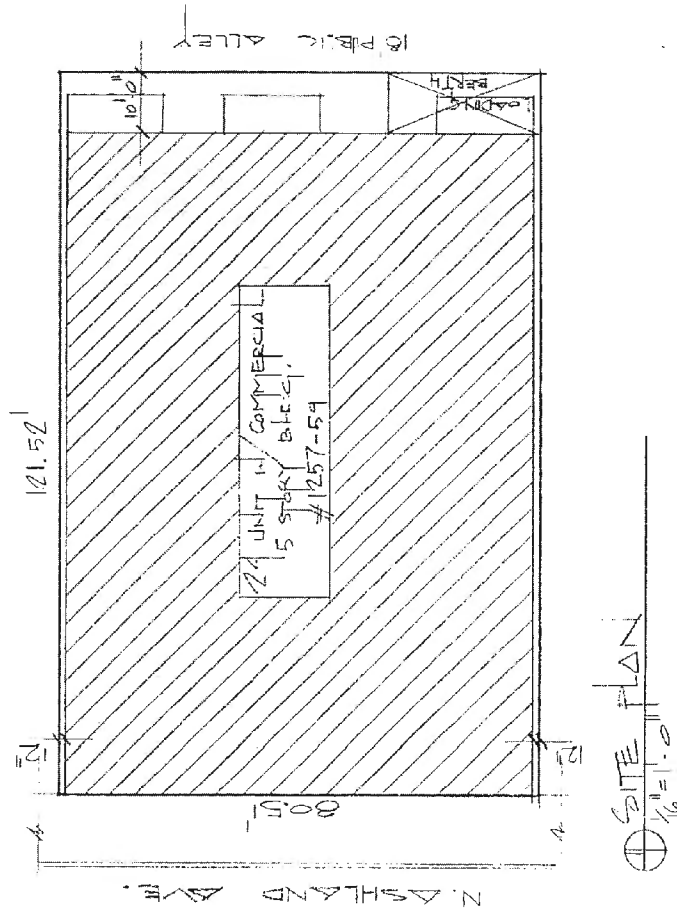
*The project will comply with the Transit Served Location provisions of as per section 17-10-0102-B and the Applicant will seek an Administrative Adjustment or Variation to reduce the required parking by more than 50% and to reduce the required rear yard setback.

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** The proposed development will qualify for decreased MLA under Section 17-3-0402-B, increased FAR under Section 17-3-0403-B, and increased height under Section 17-3-0408-B by providing 100% of the required ARO units on-site. In addition the proposed development will comply with the provisions of Section 17-3-0308 related to Transit-Served Locations, specifically as follows:

- (1) Compliance with Section 17-10-0102-B because of the property fronts on Ashland Avenue and is located within is 517.0 feet from the CTA Blue Line Division Street Station entrance, 554.0 feet from Division Street and 274.0 feet from Milwaukee Avenue. and the proposed development does not include more than 50% of the otherwise required parking;
- (2) Compliance with Section 17-3-0504-B because
 - a. Building Location: The front façade faces Ashland Avenue and is not setback more than 5 feet from the sidewalk;
 - b. Transparency: At least 60 percent of the Ashland Avenue façade between 4 feet and 10 feet will be comprised of clear, non-reflective windows, the bottom of windows will not be more than 4.5 feet above grade of the adjacent sidewalk and the windows will have a minimum height of 4 feet
 - c. Doors and Entrances: The building doors will face Ashland Avenue;
 - d. Off-street Parking Requirements for non-residential uses: No parking is required or to be provided for non-residential uses;
 - e. Parking Location: All on-site parking will be at the rear of the building; and
 - f. Driveways and Vehicle Access: All access to the parking will be provided from the rear alley.
- (3) Compliance with Transit Friendly Development Guide: Station Area Typology because the property is located in what is designated as a Major Activity Center wherein a mid-rise housing type of greater unit density with increased FAR, increased density and decreased parking all as proposed is encouraged;
- (4) Compliance with limit on residential parking because the project will not include more than 50% of the otherwise required parking; and
- (5) The project will comply with any applicable Travel Demand Study and Management Plan rules promulgated by the Chicago Department of Transportation.

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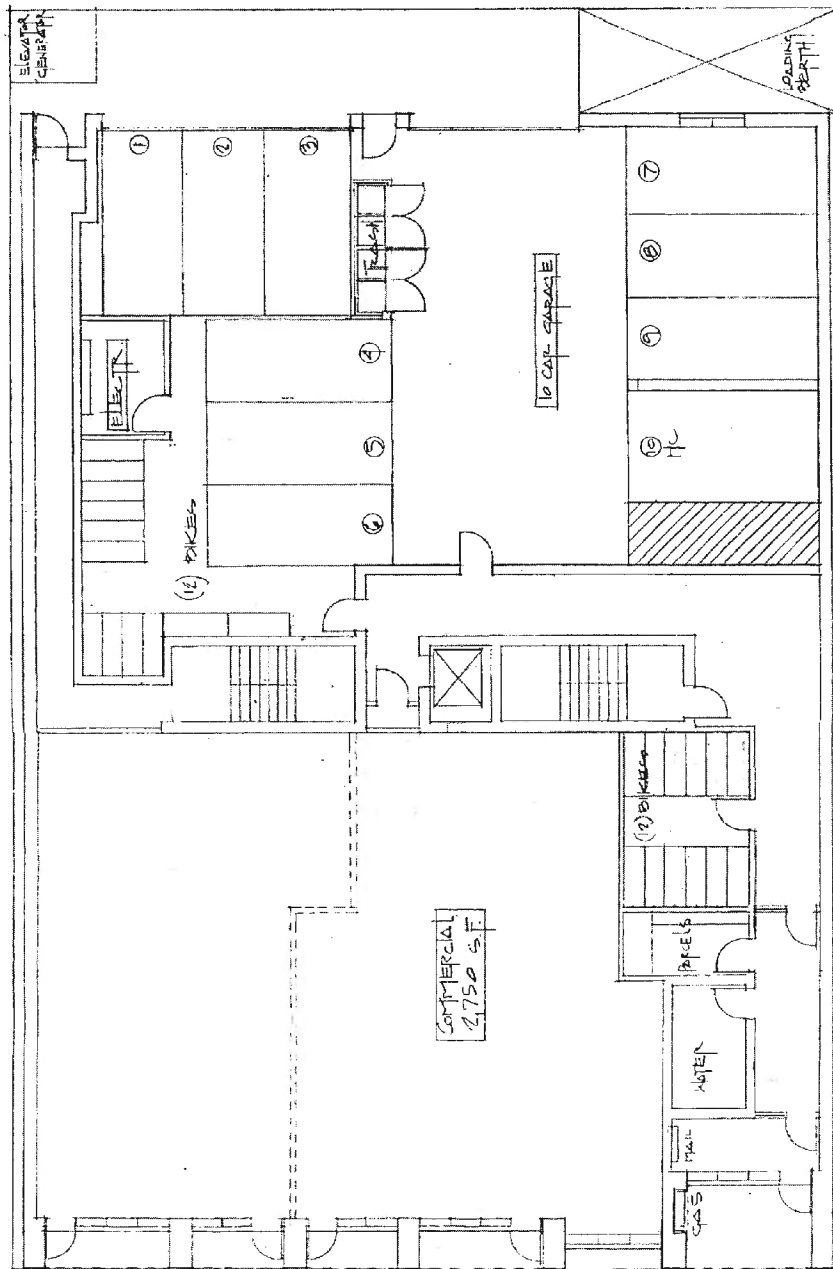


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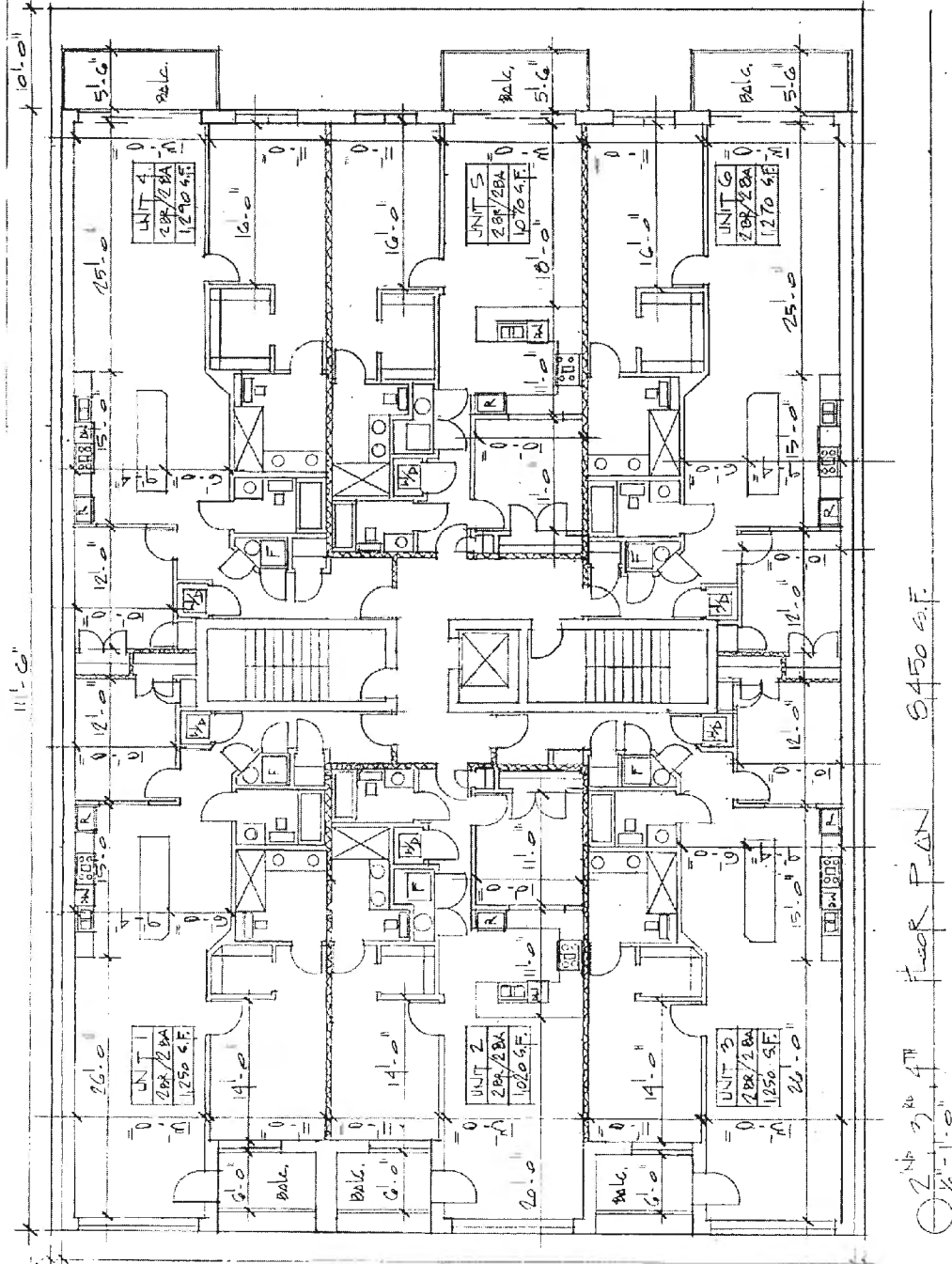


1st Floor Plan 5350 S.F.

Final for Publication

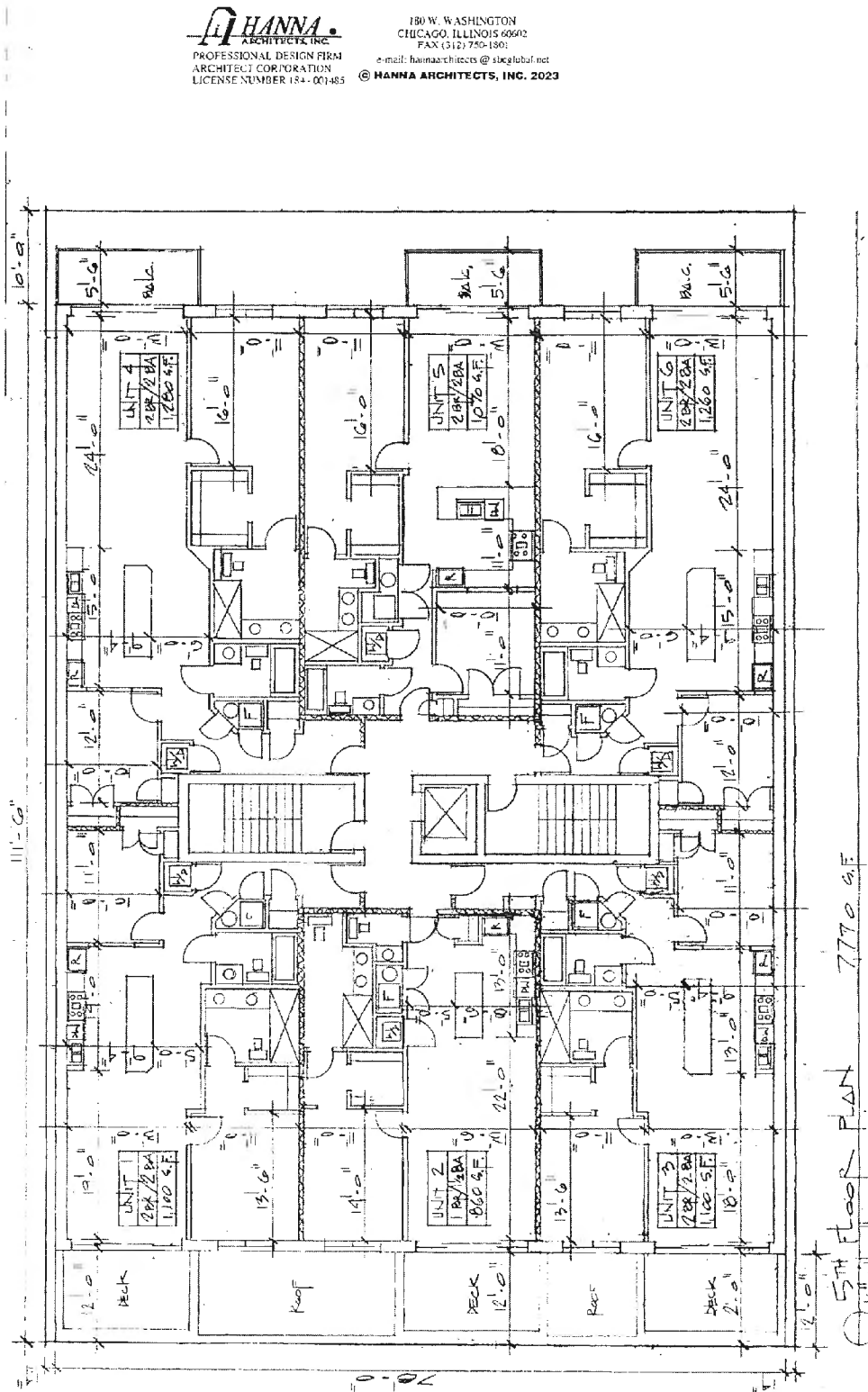
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2nd Floor Plan 6450 S.F.
1/8" = 1'-0"

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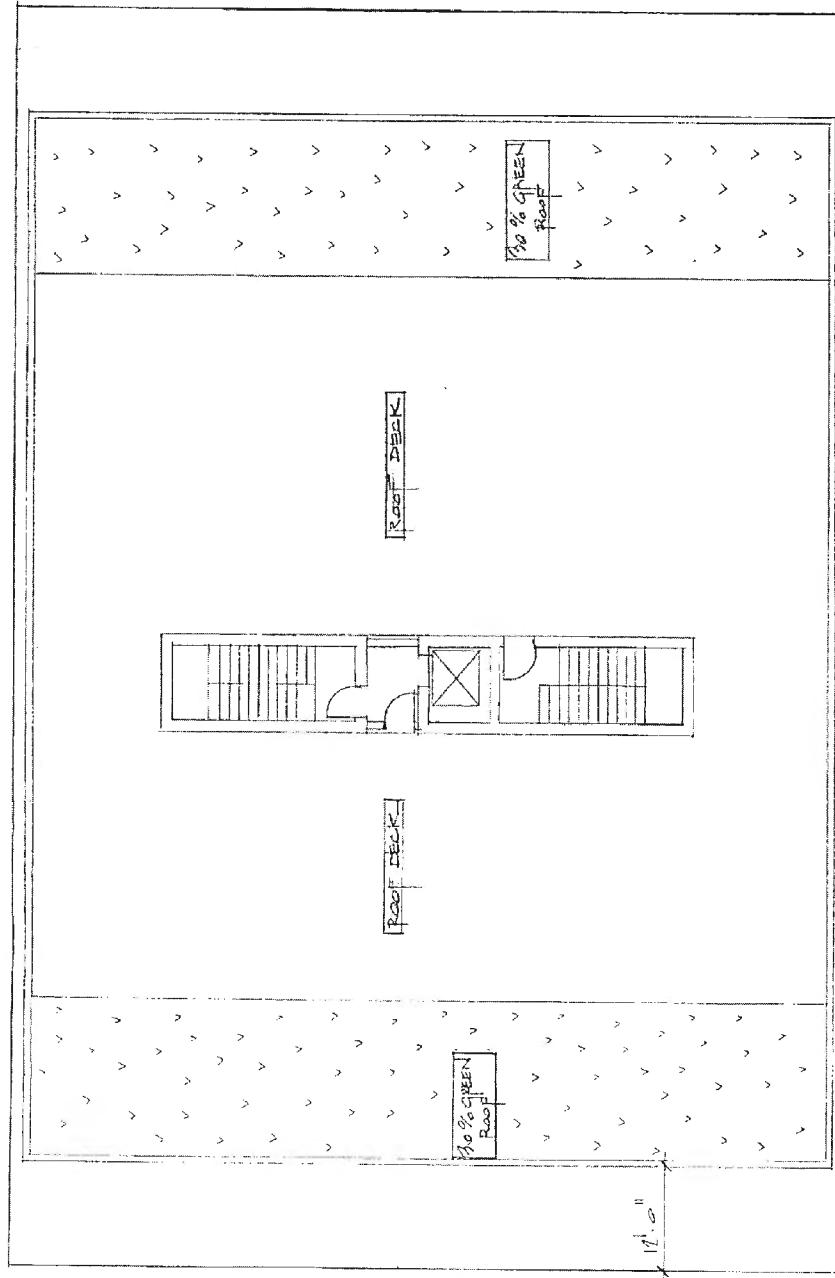


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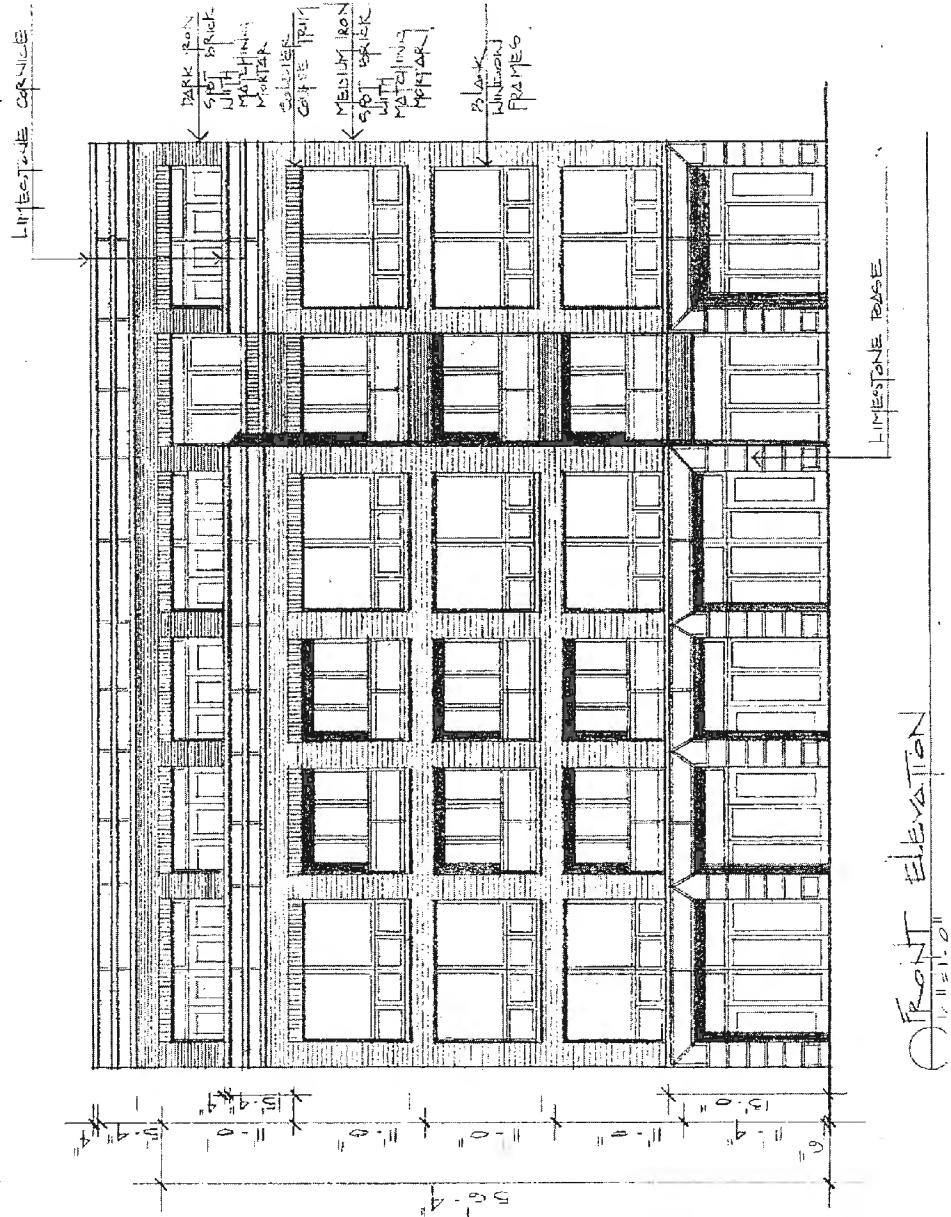


○ ROOF PLAN
1/8" = 1'-0"

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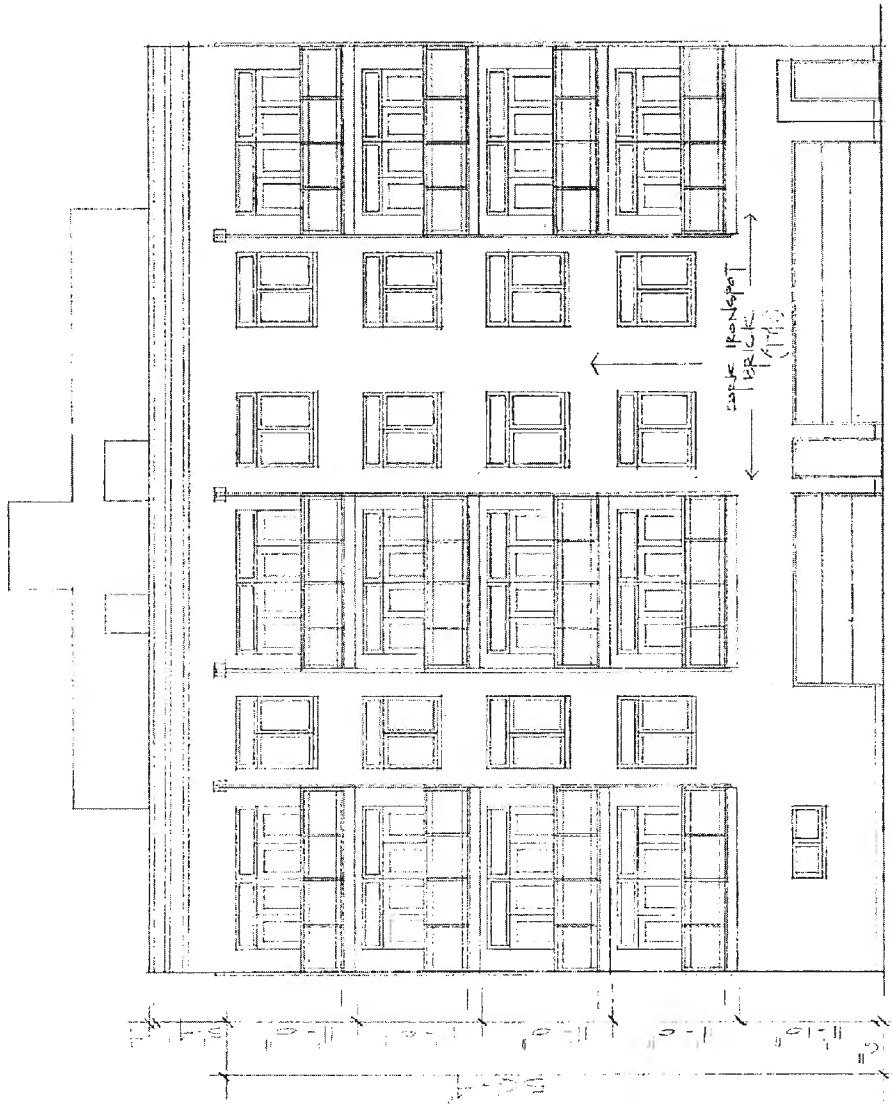
25 N. W. 10TH AVENUE
SUITE 300, MIAMI, FL 33136
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WWW.HANNA-ARCHITECTS.COM



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REAR ELEVATION
1/4" = 1'-0"

Reclassification Of Area Shown On Map No. 3-G.

(As Amended)

(Application No. 22077T1)

(Common Address: 1440 -- 1464 N. Magnolia Ave./1241 -- 1259 W.
Le Moyne St./1439 -- 1461 N. Elston Ave.)

[O2023-70/SO2023-0001908]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M3-3 Heavy Industry District symbols and indications as shown on Map Number 3-G in the area bounded by:

West Le Moyne Street; North Magnolia Avenue; a line measuring 67.30 feet in length and 248.88 feet southwest of and perpendicular to West Le Moyne Street, as measured along the west line of North Magnolia Avenue; a line measuring 190.53 feet and 326 feet southeast of and perpendicular to West Le Moyne Street, as measured along the east line of North Elston Avenue; North Elston Avenue; a line 63 feet south of and parallel to West Le Moyne Street; and a line 187.18 feet west of North Magnolia Avenue, as measured along the south line of the intersection of West Le Moyne Street and North Magnolia Avenue,

to those of a C3-1 Commercial, Manufacturing and Employment District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Proposed Site Plans attached to this ordinance
printed on pages 1219 through 1221
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

**FINAL FOR
PUBLICATION****PROJECT NARRATIVE**

1460 North Magnolia Avenue / 1465 North Elston Avenue

Since 2018, Goose Island Holiday Pop Ups, LLC (the "Applicant") has operated seasonally themed pop-up attractions at the property located at 1460 N. Magnolia Avenue (also commonly known as 1465 N. Elston Avenue) (the "Property"). Seasonal pop-ups have included a rodeo-themed summer pop-up with go-karts, a Halloween and pumpkin-patch themed fall pop-up with a corn maze, and a holiday themed winter pop-up with an ice-skating rink. These pop-up attractions have been authorized through Department of Cultural Affairs and Special Events-issued special event permits and Department of Business Affairs and Consumer Protection-issued special event liquor and pop-up retail business licenses. Due to the special event permitting and licensing, the Applicant has not provided off-street parking historically.

The Property is 1.68 acres (73,120 square feet) in size and is located within the North Sub-Area of the North Branch Industrial Corridor. The Property is currently unimproved by any permanent building structure and is located in an M3-3 Heavy Industry District. The Property is owned by Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association as Successor Trustee to American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 12, 1999 and known as Trust number 125216-05 (the "Owner"), which leases the Property to the Applicant for such season pop-up attractions.

The Applicant would like to continue to utilize the Property for rotating seasonal pop-up attractions, but with the changing nature of the North Branch Industrial Corridor and the area at-large, it would like to obtain more permanent business licensing for the pop-up attraction business activities, which include:

- Sports and Recreation, Participant – Outdoor
- Tavern
- Outdoor Patio
- Retail Sales, General

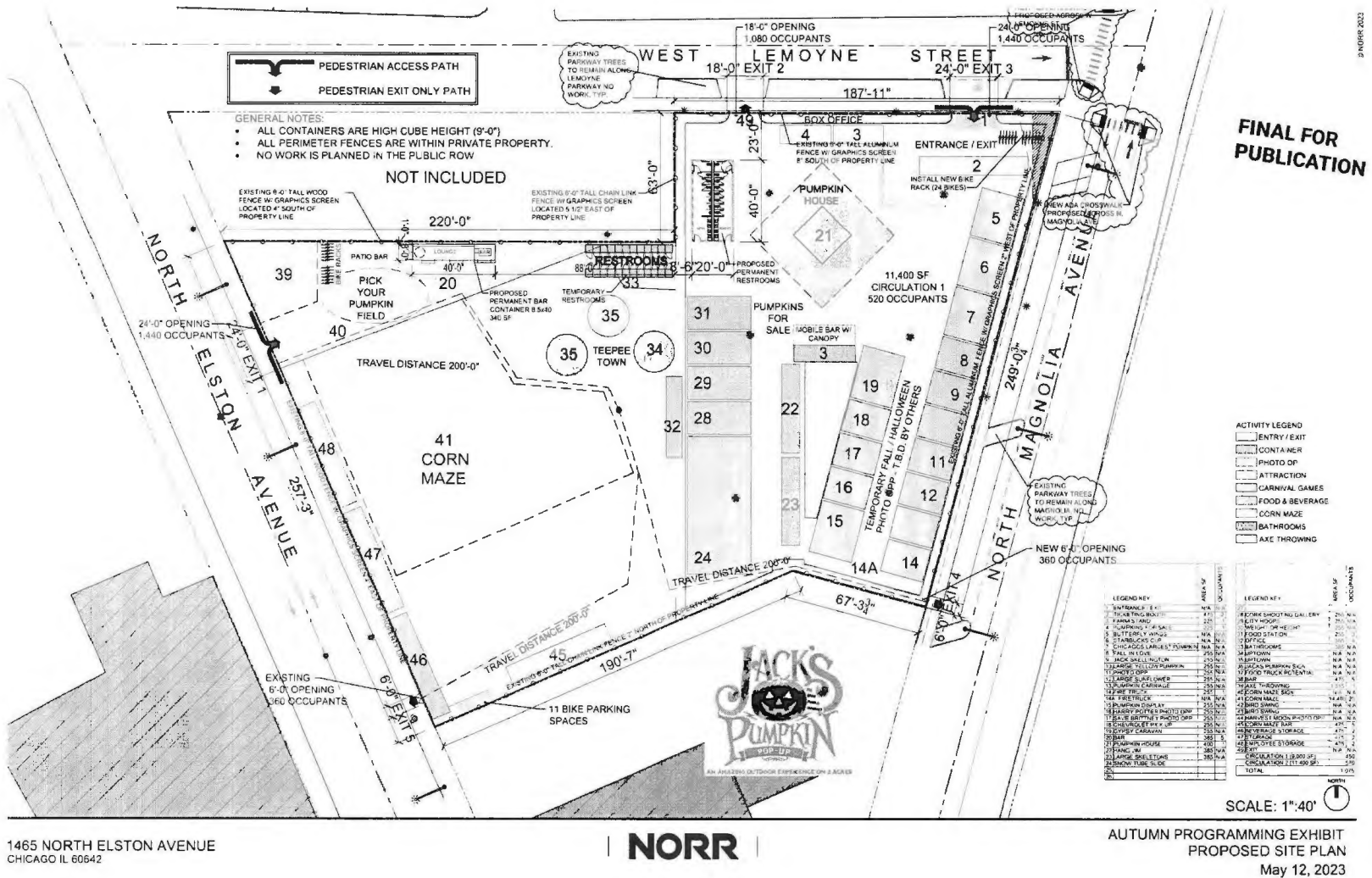
In order to pursue business licensing that corresponds to these uses, the Applicant proposes a zoning map amendment for the Property to a C3-1 Commercial, Manufacturing and Employment District pursuant to §§ 17-13-0300 and 17-13-0402 of the Chicago Zoning Ordinance. The Applicant would also request a 100% reduction in the off-street parking requirement to continue operating at the Property with zero parking spaces, which is authorized through the recently passed Equitable Transit Oriented Development Ordinance and the Property's proximity to the North Avenue bus line corridor (which is approximately 650 feet away).

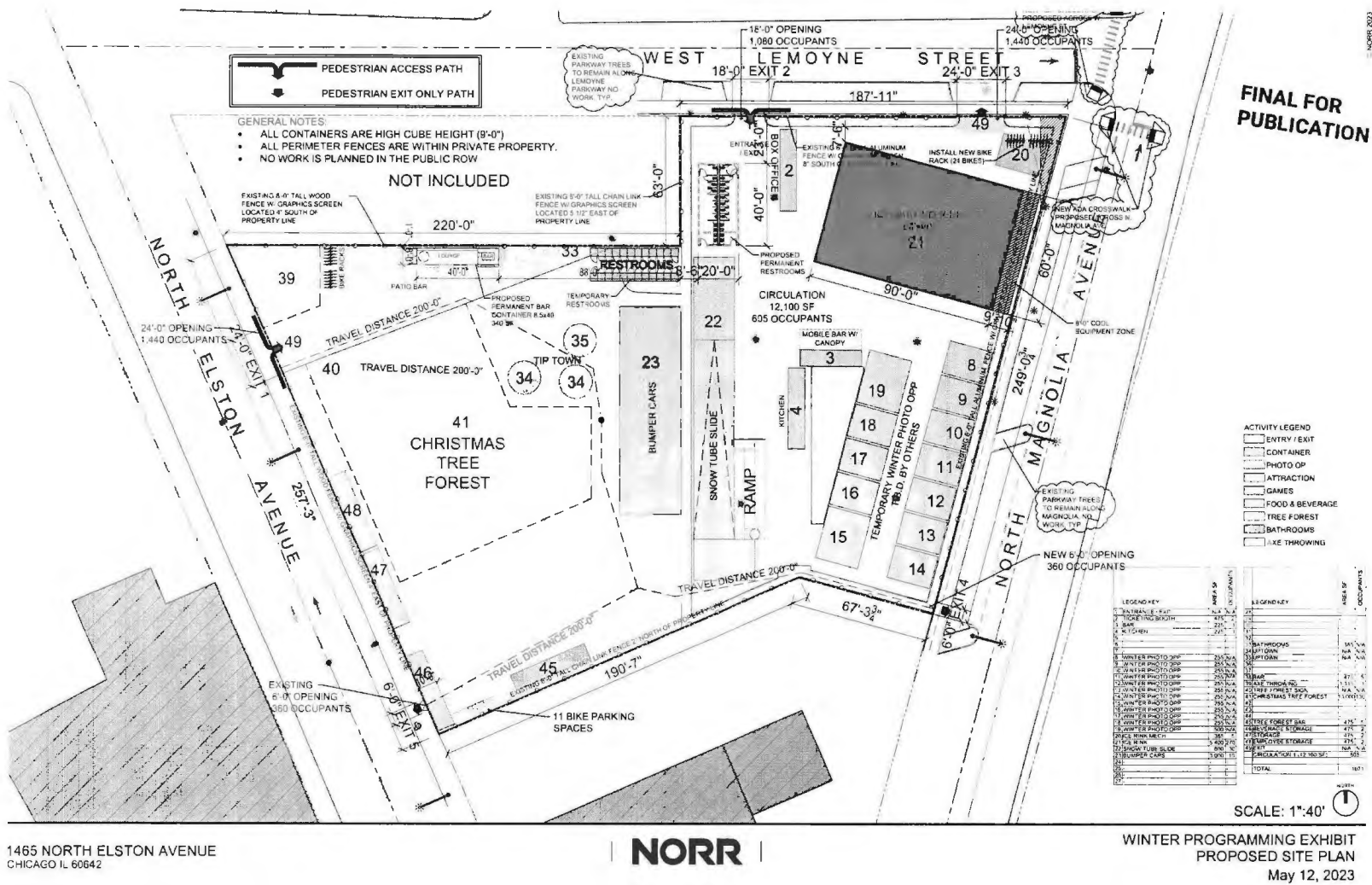
The proposed zoning map amendment would trigger the Industrial Corridor System Conversion Fee, pursuant to § 16-8 of the Municipal Code of Chicago. With a net site area of 73,120 square feet, the estimated Conversion Fee would be \$895,720.00.

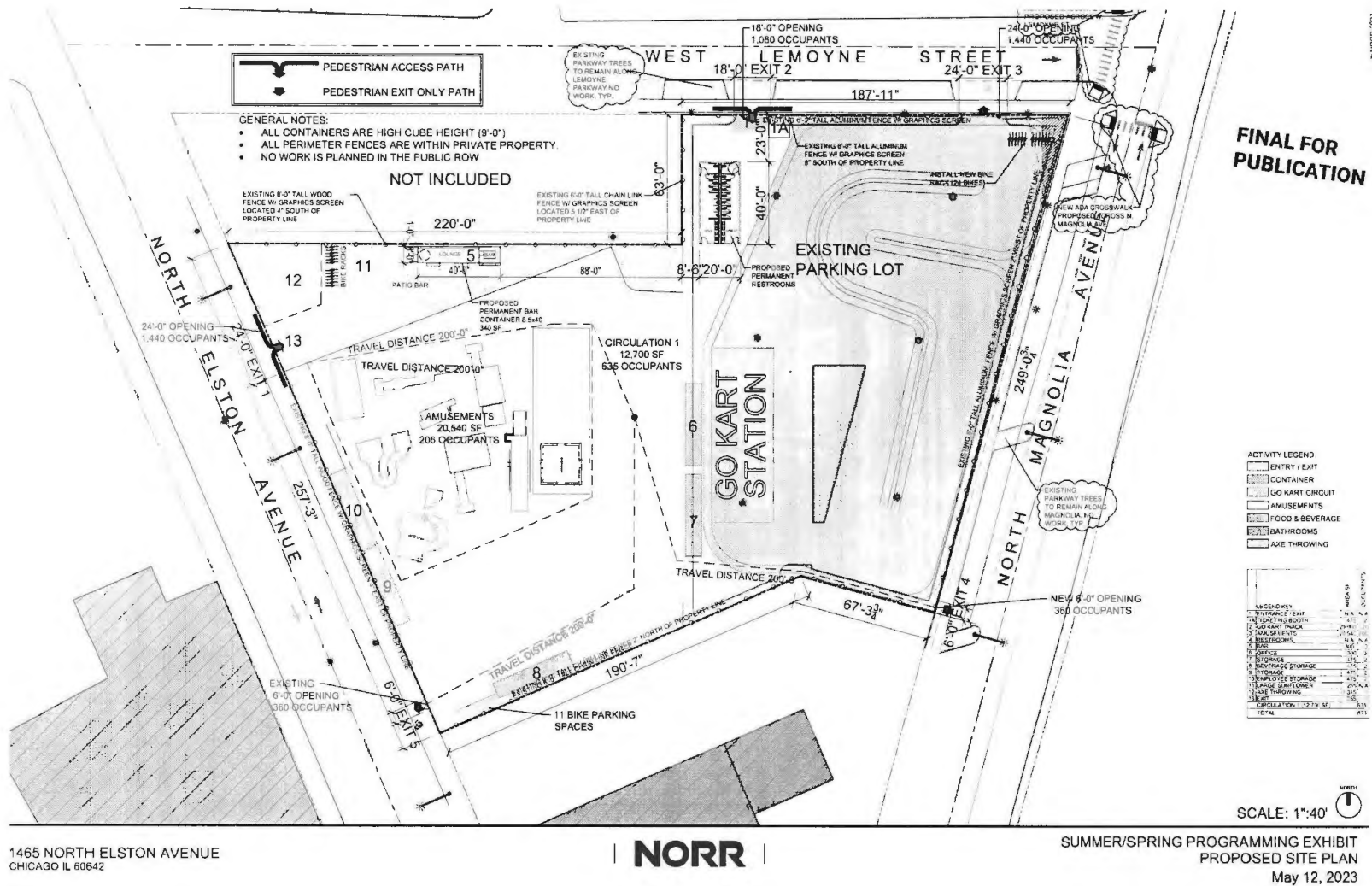
6/21/2023

REPORTS OF COMMITTEES

1219







Reclassification Of Area Shown On Map No. 3-I.

(Application No. 22158)

(Common Address: 2600 W. Iowa St.)

[O2023-1529/O2023-0001883]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-I in the area bounded by:

the alley next north of and parallel to West Iowa Street; North Rockwell Street; West Iowa Street; and a line 35.23 feet west of and parallel to North Rockwell Street,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 3-K.

(Application No. 22194)

(Common Address: 4038 W. Potomac Ave.)

[O2023-2027/O2023-0001904]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-K in the area bounded by:

the alley next north of and parallel to West Potomac Avenue; a line 237.33 feet west of and parallel to the public alley next west of and parallel to North Pulaski Road; West Potomac Avenue; and a line 267.33 feet west of and parallel to the public alley next west of and parallel to North Pulaski Road,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 4-E.
(As Amended)
(Application No. 21125)
(Common Address: 45 -- 79 E. 18th St., 1801 -- 1809 S. Wabash Ave.
And 1800 -- 1806 S. Michigan Ave.)
[O2022-2739/SO2023-0001866]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DX-5 Downtown Mixed-Use and DR-3 Downtown Residential District symbols and indications as shown on Map Number 4-E in the area bounded by:

East 18th Street; South Michigan Avenue; a line 80.13 feet south of and parallel to East 18th Street; the public alley next west of and parallel to South Michigan Avenue; a line 112.0 feet south of and parallel to East 18th Street; and South Wabash Avenue,

to those of a DR-5 Downtown Residential District.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DR-5 Downtown Residential District symbols and indications as shown on Map Number 4-E in the area bounded by:

East 18th Street; South Michigan Avenue; a line 80.13 feet south of and parallel to East 18th Street; the public alley next west of and parallel to South Michigan Avenue; a line 112.0 feet south of and parallel to East 18th Street; and South Wabash Avenue,

to those of Residential Planned Development _____ which is hereby established in the area described above and subject to such use and bulk regulations set forth in the Plan of Development attached hereto and to no others.

SECTION 3. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Residential Planned Development Number _____ ("Planned Development") consists of approximately 32,424 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is controlled by the Applicant, Mercy Housing, Inc. a Nebraska not-for-profit corporation.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of seventeen (17) Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site Plan and Subarea Map; Subarea A -- North, South Building Elevations, Subarea A -- East, West Building Elevations, Subarea B -- North, South Building Elevations, Subarea B -- East, West Building Elevations; Sustainable Policy Matrix, prepared by NIA Architects, submitted herein. Full-sized copies of the Site Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning ordinance, this Planned Development shall control.
5. The following uses shall be permitted in this Planned Development: dwelling units located above the ground floor; multi-unit (3+ units) residential; property management office; recreational; accessory off-street parking; accessory uses.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 32,424 square feet and a base FAR of 3.7.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval

shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Applicant acknowledges and agrees that the rezoning of the Property from DX-5 Downtown Mixed-Use and DR-3 Downtown Residential District to DR-5 Downtown Residential and then to this Residential Planned Development ("P.D.") Number _____ is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The Applicant has applied for Low-Income Housing Tax Credits or other forms of financial assistance from the City. Such financial assistance imposes affordability requirements (the "Financing Requirements") that exceed the ARO requirements. As a result, if the Applicant receives such financial assistance, the Financial Requirements shall govern the Applicant's obligation to provide affordable housing in the P.D. If the Applicant does not receive such financial assistance, the Applicant shall comply with the ARO.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to DR-5 Downtown Residential District.

[Existing Zoning Map; Existing Land-Use Map; Site Plan;
Boundary and Property Line Map; Subareas A and B
Building Elevations; and Sustainable Policy
Matrix referred to in these Plan of
Development Statements
printed on pages 1230
through 1239 of
this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area:	Total = 61,777 square feet (1.418 acres)
Area in Public Right-of-Way:	Total = 29,353 square feet (.674 acre)
Net Site Area:	
Subarea A:	18,901 square feet (.434 acre)
Subarea B:	13,523 square feet (.310 acre)
Total:	32,424 square feet (.744 acre)

Floor Area Ratio:

Subarea A:	FAR of 3.5
Subarea B:	FAR of 4.0
Total:	FAR of 3.7

Maximum Number of Dwelling Units:

Subarea A:	100 units
Subarea B:	50 units
Total:	150 units

Maximum Site Coverage: In accordance with Site Plan

Minimum Number of Accessory
Off Street Parking Spaces:

Subarea A:	4 spaces
Subarea B:	14 spaces

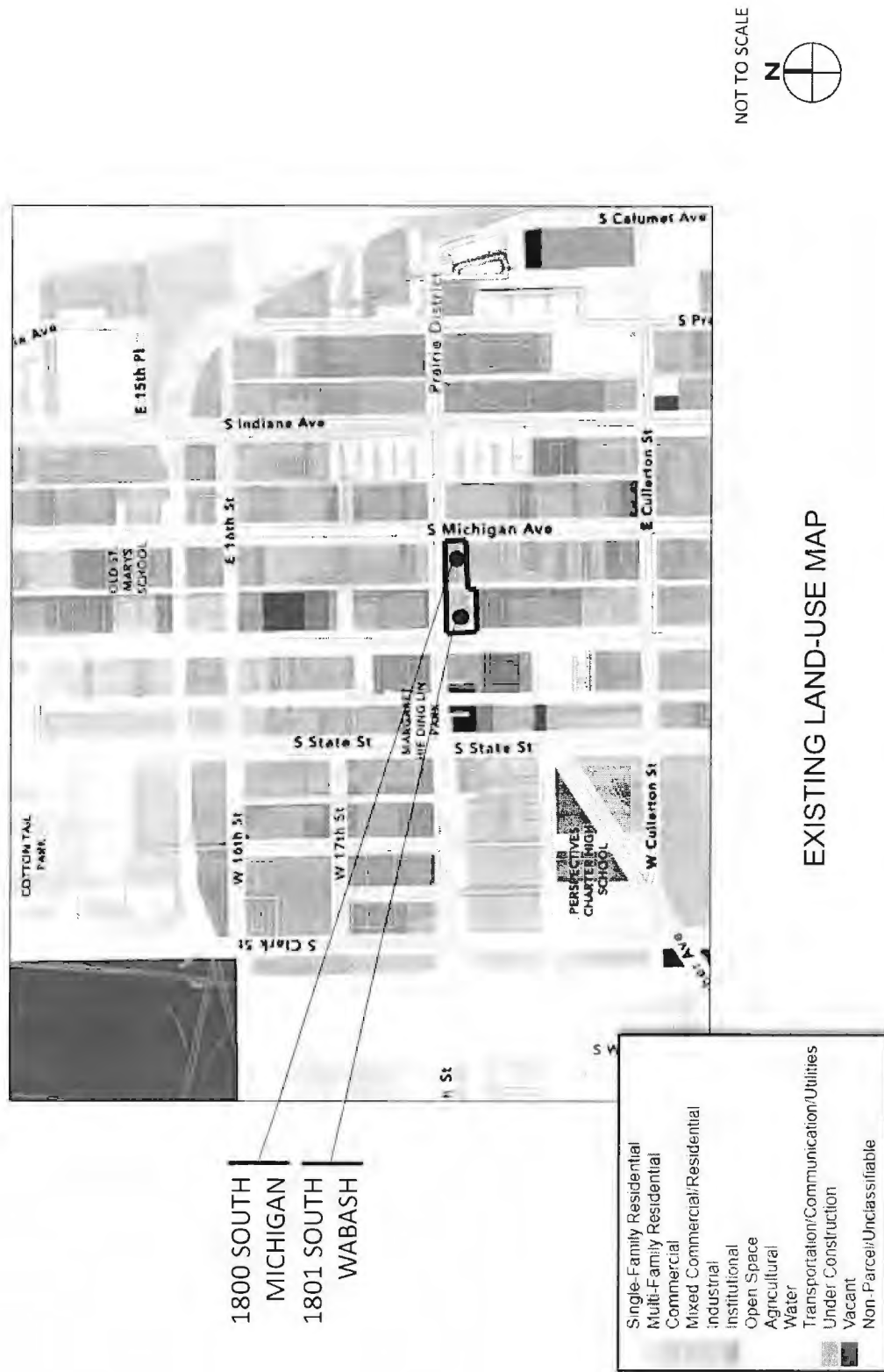
Minimum Number of Bike Parking
Spaces: 150 bike spaces

Minimum Number of Off-Street
Loading Docks: 0

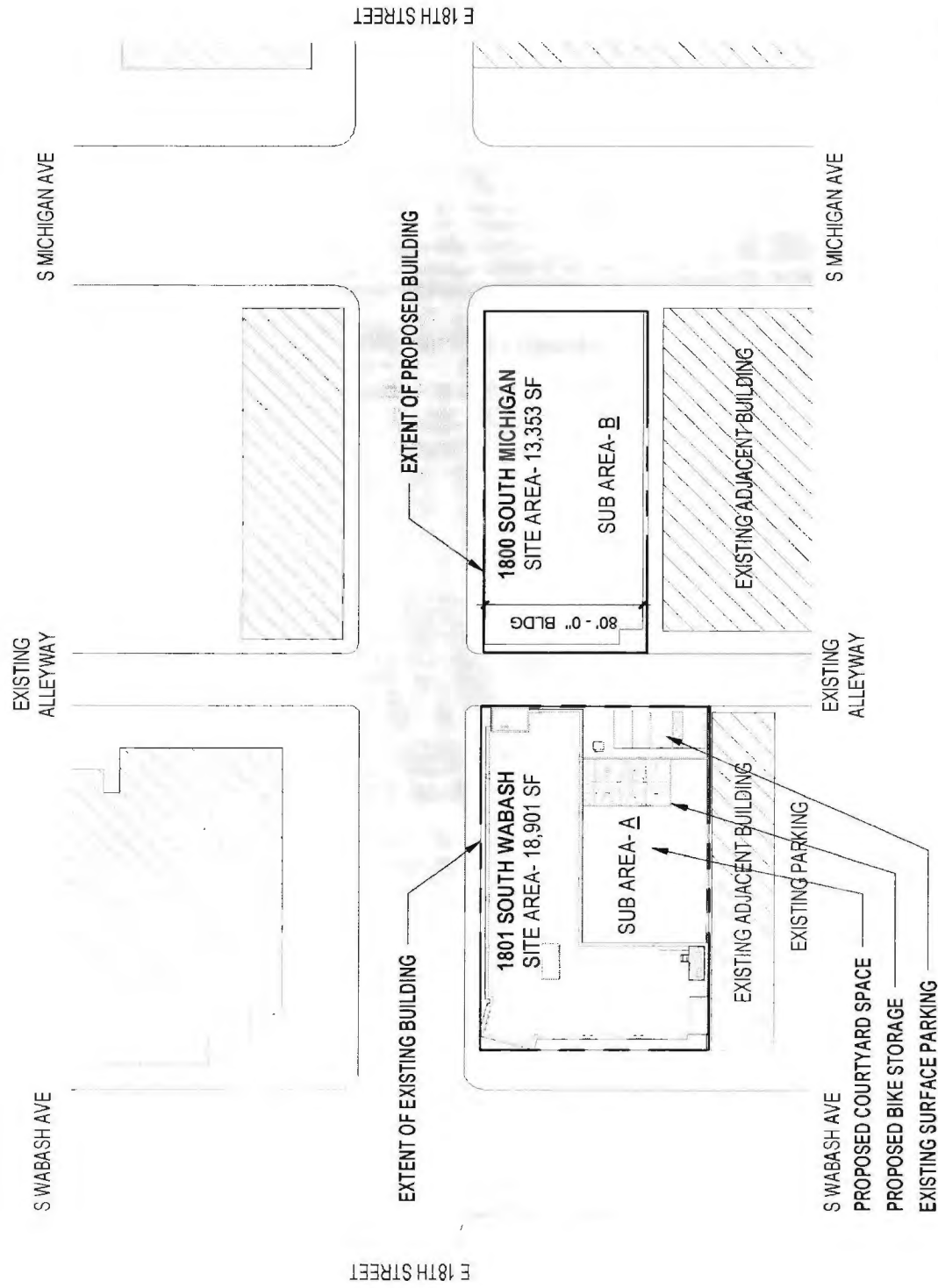
Minimum Building Setbacks: In accordance with Site Plan

Minimum Building Height:

Subarea A:	71 feet
Subarea B:	67 feet



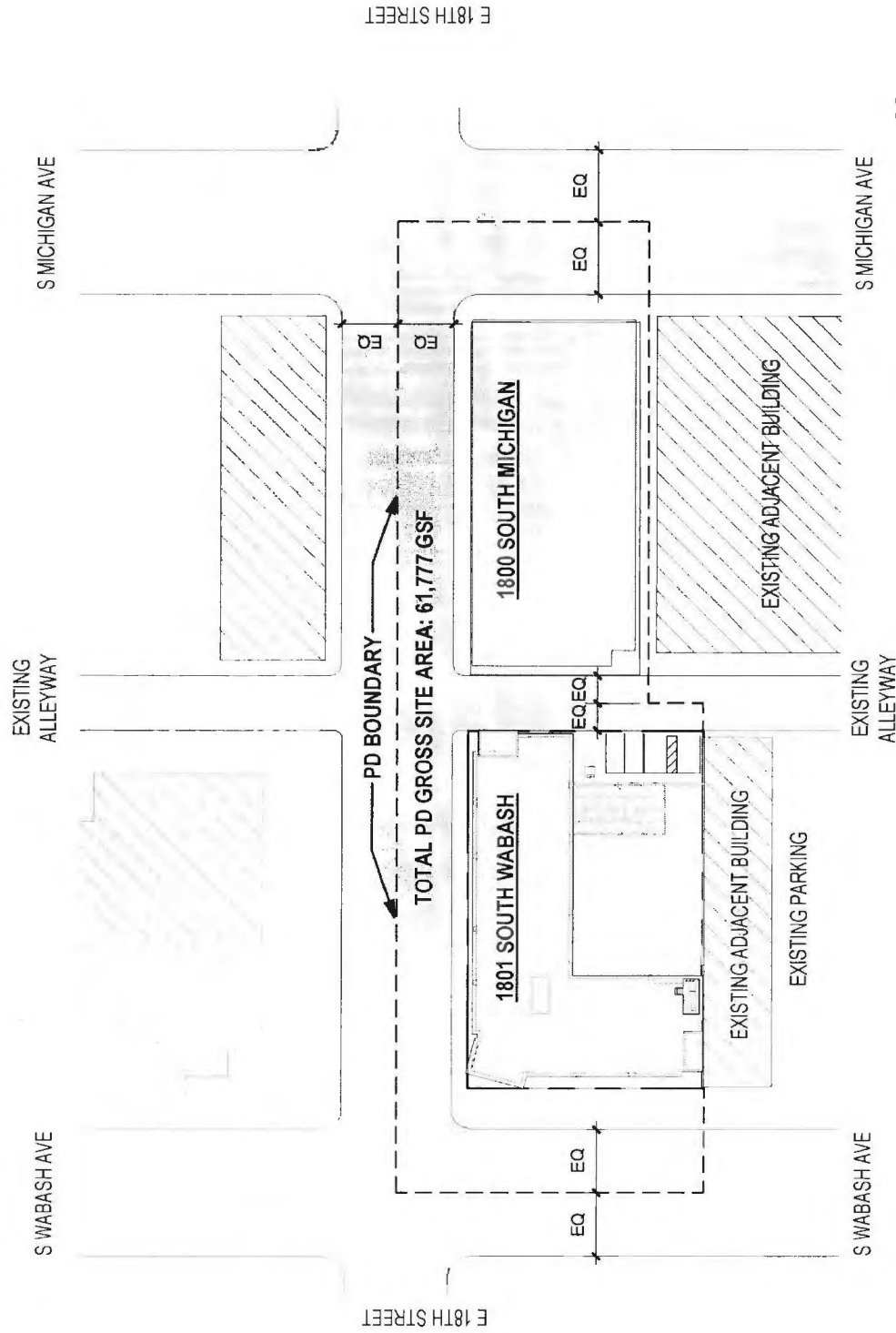
APPLICANT: MERCY HOUSING, INC.
ADDRESS: 45-79 EAST 18TH STREET, 1801-1809 SOUTH WABASH; 1800-1806 S. MICHIGAN AVENUE
INTRODUCED: SEPTEMBER 21, 2022
PLAN COMMISSION: MAY 18, 2023



SITE PLAN

FINAL FOR PUBLICATION

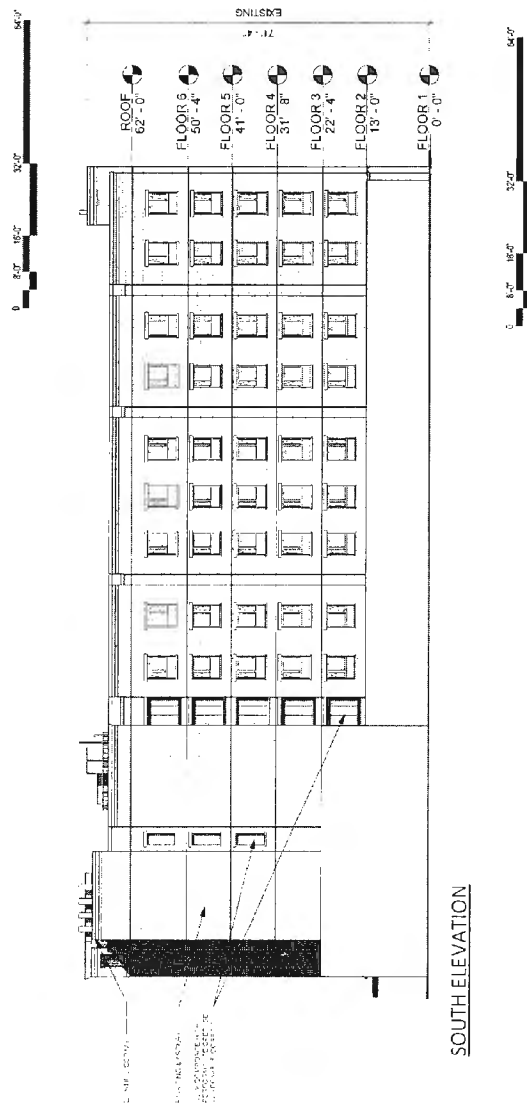
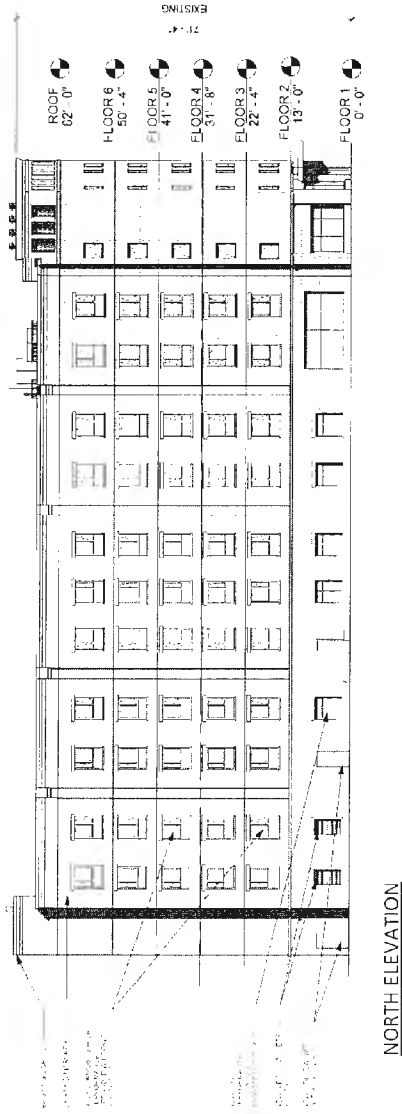
APPLICANT: MERCY HOUSING, INC.
 ADDRESS: 45-79 EAST 18TH STREET; 1801-1809 SOUTH WABASH; 1800-1806 S. MICHIGAN AVENUE
 INTRODUCED: SEPTEMBER 21, 2022
 PLAN COMMISSION: MAY 18, 2023



PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP

APPLICANT: MERCY HOUSING, INC.
 ADDRESS: 45-79 EAST 18TH STREET; 1801-1809 SOUTH WABASH; 1800-1806 S. MICHIGAN AVENUE
 INTRODUCED: SEPTEMBER 21, 2022
 PLAN COMMISSION: MAY 18, 2023

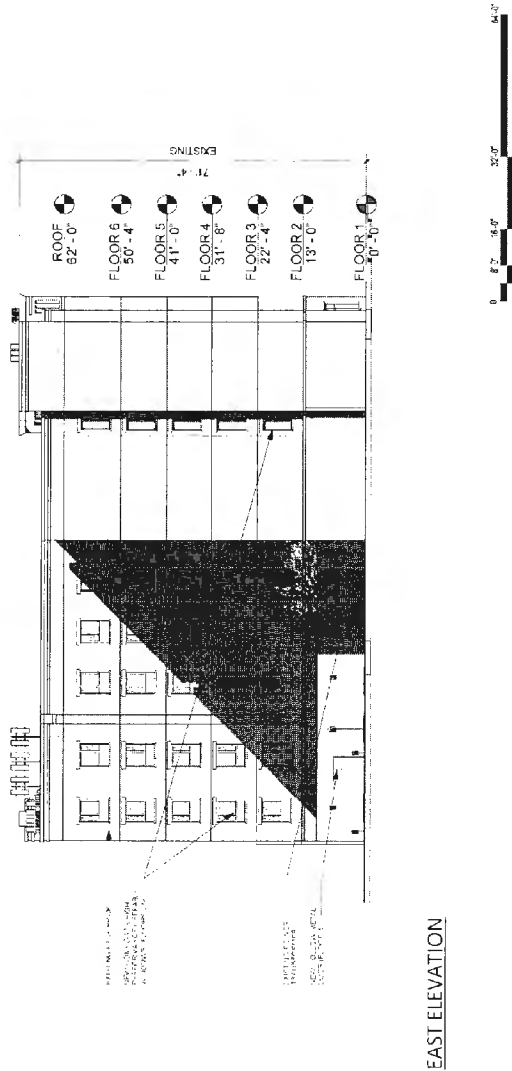
FINAL FOR PUBLICATION



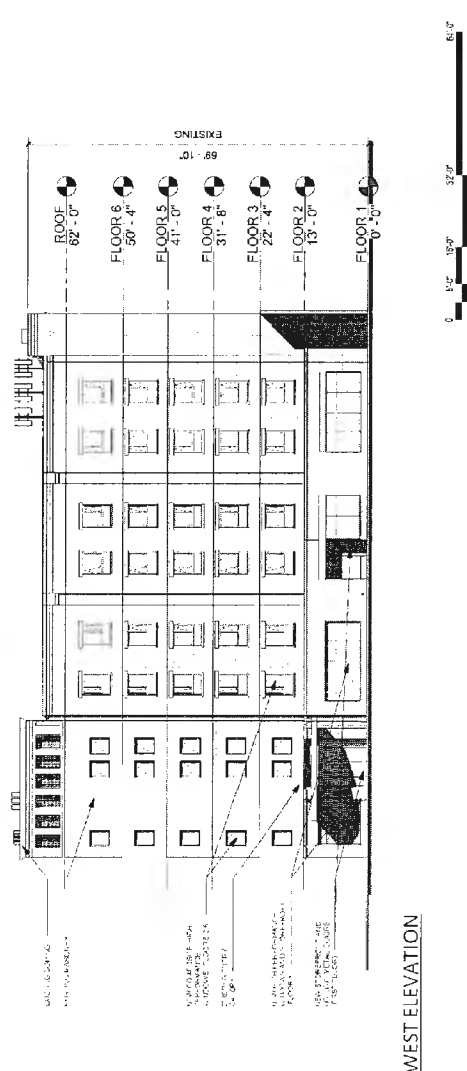
SUB-AREA A- NORTH, SOUTH BUILDING ELEVATIONS

APPLICANT: MERCY HOUSING, INC.
 ADDRESS: 45-79 EAST 18TH STREET; 1801-1809 SOUTH WABASH; 1800-1806 S. MICHIGAN AVENUE
 INTRODUCED: SEPTEMBER 21, 2022
 PLAN COMMISSION: MAY 18, 2023

FINAL FOR PUBLICATION



EAST ELEVATION

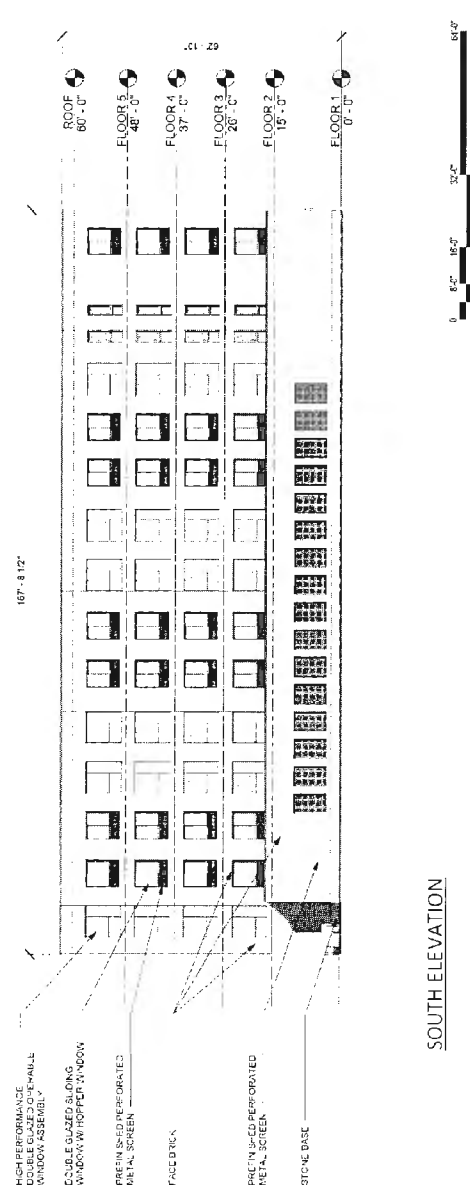
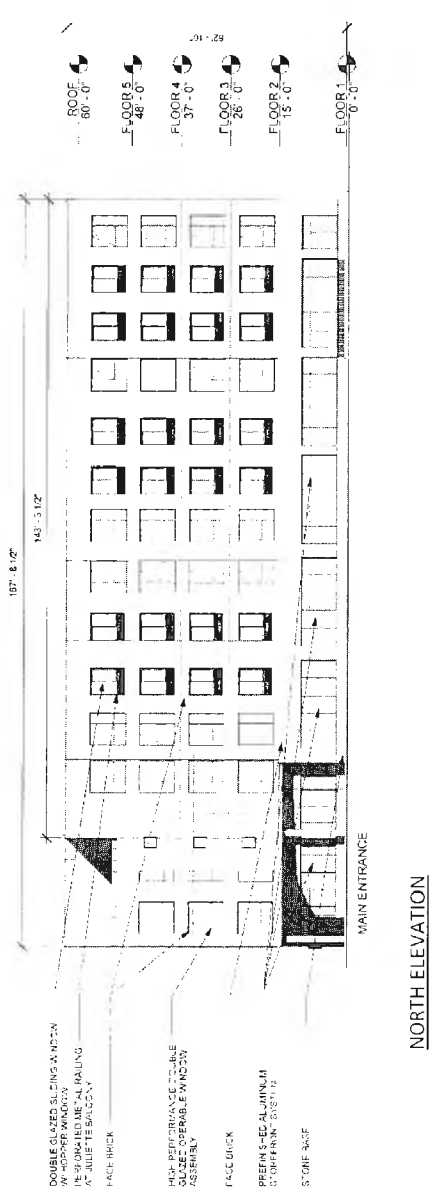


WEST ELEVATION

SUB-AREA A: EAST, WEST BUILDING ELEVATIONS

APPLICANT: MERCY HOUSING, INC.
ADDRESS: 45-79 EAST 18TH STREET; 1801-1809 SOUTH WABASH; 1800-1806 S. MICHIGAN AVENUE
INTRODUCED: SEPTEMBER 21, 2022
PLAN COMMISSION: MAY 18, 2023

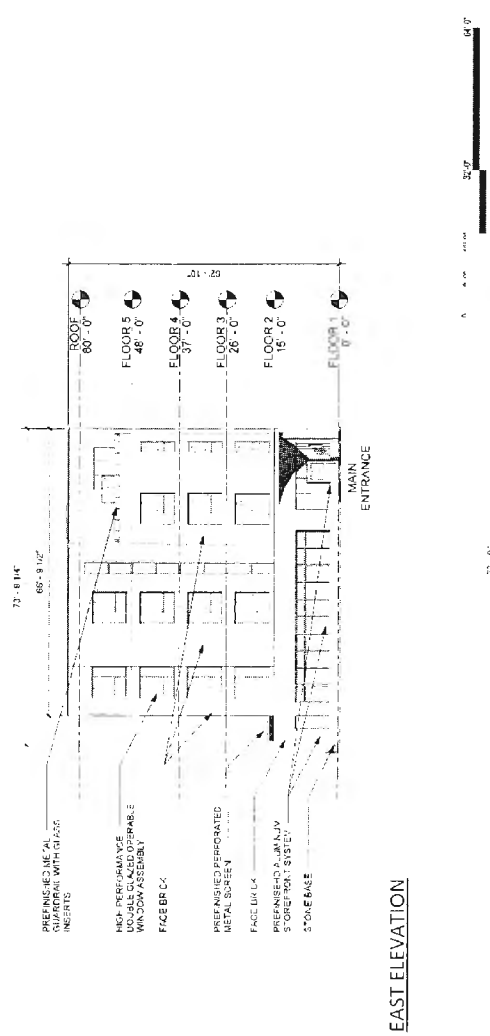
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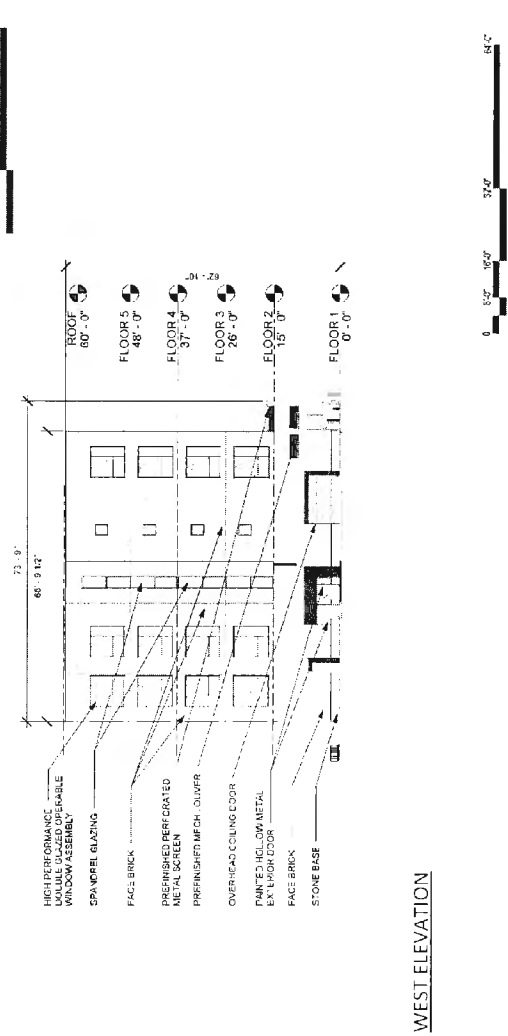
SUB-AREA B: NORTH, SOUTH BUILDING ELEVATIONS

APPLICANT: MERCY HOUSING, INC.
ADDRESS: 45-79 EAST 18TH STREET; 1801-1809 SOUTH WABASH; 1800-1806 S. MICHIGAN AVENUE
INTRODUCED: SEPTEMBER 21 2022
PLAN COMMISSION: MAY 18, 2023

FINAL FOR PUBLICATION



EAST ELEVATION



WEST ELEVATION

SUB-AREA B: EAST, WEST BUILDING ELEVATIONS

APPLICANT: MERCY HOUSING, INC.
ADDRESS: 45-79 EAST 18TH STREET; 1801-1809 SOUTH WABASH; 1800-1806 S. MICHIGAN AVENUE
INTRODUCED: SEPTEMBER 21, 2022
PLAN COMMISSION: MAY 18, 2023

FINAL FOR PUBLICATION

Reclassification Of Area Shown On Map No. 4-I.

(Application No. 22187)

(Common Address: 2147 -- 2157 S. St. Louis Ave./3442 -- 3452 W. Cermak Rd.)

[O2023-2013/O2023-0001898]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District and C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 121 feet north of and parallel to West Cermak Road, as measured along the northeast intersection of South St. Louis Avenue and West Cermak Road; the alley next east of and parallel to South St. Louis Avenue; West Cermak Road; and South St. Louis Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

—

Reclassification Of Area Shown On Map No. 5-G.

(As Amended)

(Application No. 22043T1)

(Common Address: 1030 -- 1050 W. North Ave./1604 -- 1624 N. Kingsbury St.)

[O2022-3883/SO2023-0001868]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Business Planned Development symbols as shown on Map Number 5-G in the area generally bounded by:

a line 189.59 feet north of and parallel to West North Avenue; North Kingsbury Street; West North Avenue; a line from a point 331.30 feet west of the west right-of-way line of North Kingsbury Street, as measured at the northwest intersection of West North Avenue and North Kingsbury Street to a point 176.0 feet north of West North Avenue (as measured from the north right-of-way line of West North Avenue) and 226.65 feet west of the west right-of-way line of North Kingsbury Street; a line 176.0 feet north of and parallel to West North Avenue; and a line from a point 176.0 feet north of West North Avenue (as measured from the north right-of-way line of West North Avenue) and 213.0 feet west of North Kingsbury Street (as measured from the west right-of-way line of North Kingsbury Street) to a point 189.59 feet north of West North Avenue (as measured from the north right-of-way line of West North Avenue) and 204.77 feet west of North Kingsbury Street (as measured from the west right-of-way line of North Kingsbury Street),

to those of a C1-5 Neighborhood Commercial District in accordance with the attached narrative and plans.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

[Site Plan; North, South, East and West Building
Elevations attached to this ordinance printed
on pages 1243 through 1247
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

TYPE 1 ZONING MAP AMENDMENT APPLICATION

Project Narrative and Plans

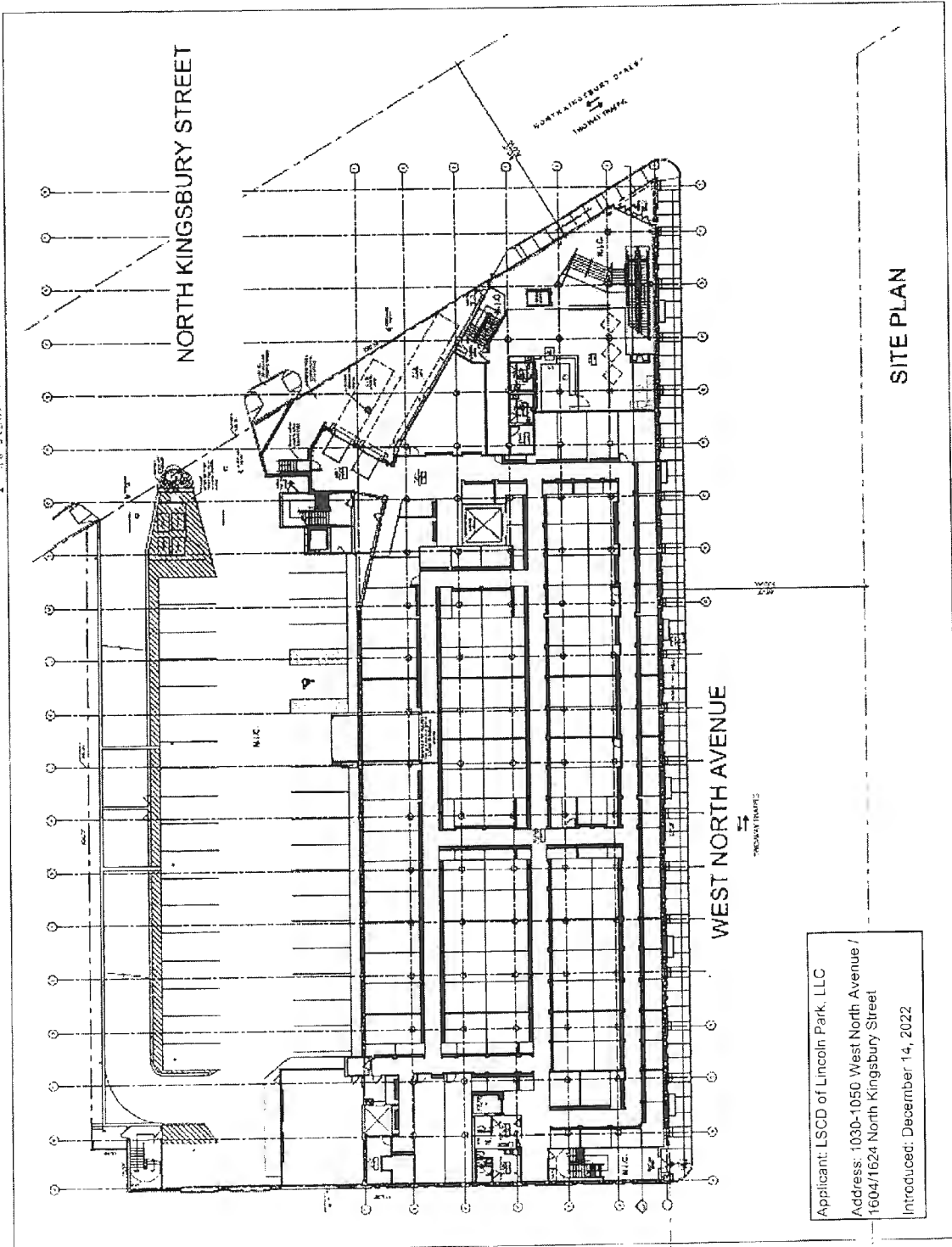
Applicant: LSCD of Lincoln Park, LLC
 Property Location: 1030-1050 West North Avenue/1604-1624 North Kingsbury Street
 Proposed Zoning: C1-5 Neighborhood Commercial District
 Lot Area: 51,938.7 square feet

LSCD of Lincoln Park, LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 1030-1050 West North Avenue/1604-1624 North Kingsbury Street from Business Planned Development Number 844 to the C1-5 Neighborhood Commercial District in order to authorize the establishment of an off-premises wall sign which will be mounted on the façade of the existing building located at the subject property.

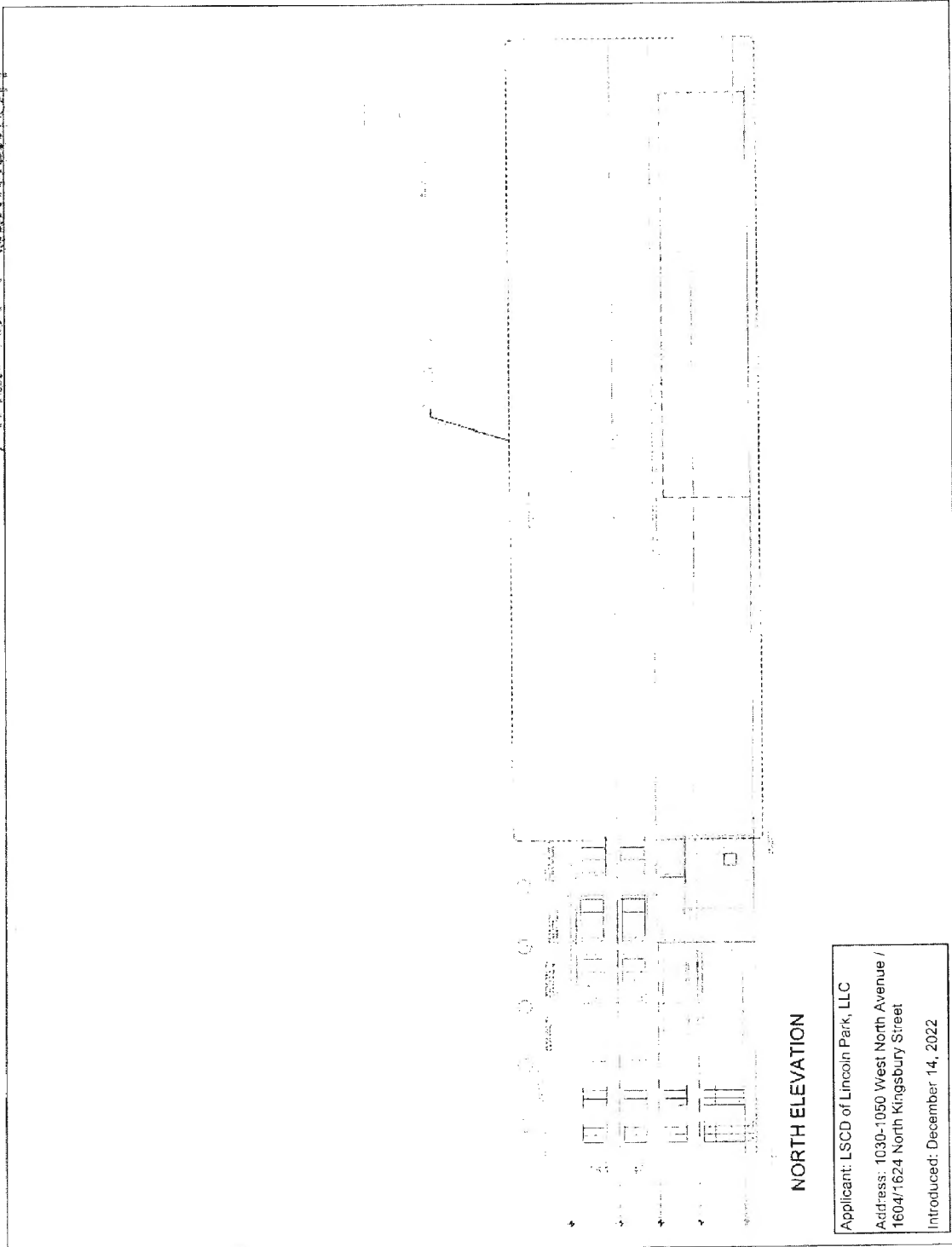
The site is bounded by a commercial building to the north; North Kingsbury Street to the east; West North Avenue to the south; and railroad right of way to the west. The subject property contains 51,938.7 square feet of net site area and is currently improved with a four-story brick building on the south and a five-story parking garage on the north. The existing building operates as a residential self-storage warehouse. The existing improvements will remain in their current condition. No changes are proposed to the building, parking, or use of the subject property.

- (a) Floor Area and Floor Area Ratio:
 - i. Lot Area: 51,938.7 square feet
 - ii. Maximum FAR: 3.0
- (b) Density (Lot Area Per Dwelling Unit): 0
- (c) Amount of off-street parking: 155 vehicular spaces
- (d) Setbacks:
 - i. Front setback: 0 feet
 - ii. Side setback: 0 feet
 - iii. Side setback: 0 feet
 - iv. Rear setback (south): 0 feet
- (e) Building height: 60 feet
- (f) Off-street Loading: 2 (10' x 25')

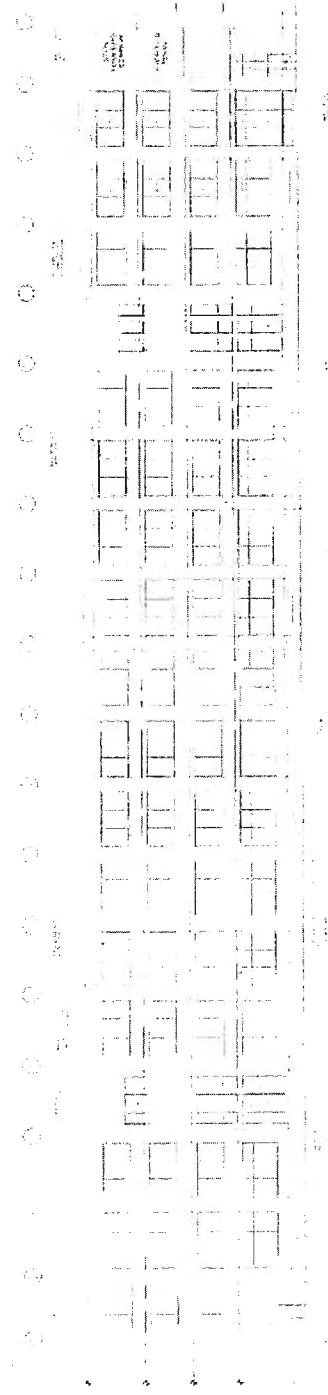
Final for Publication



Final for Publication



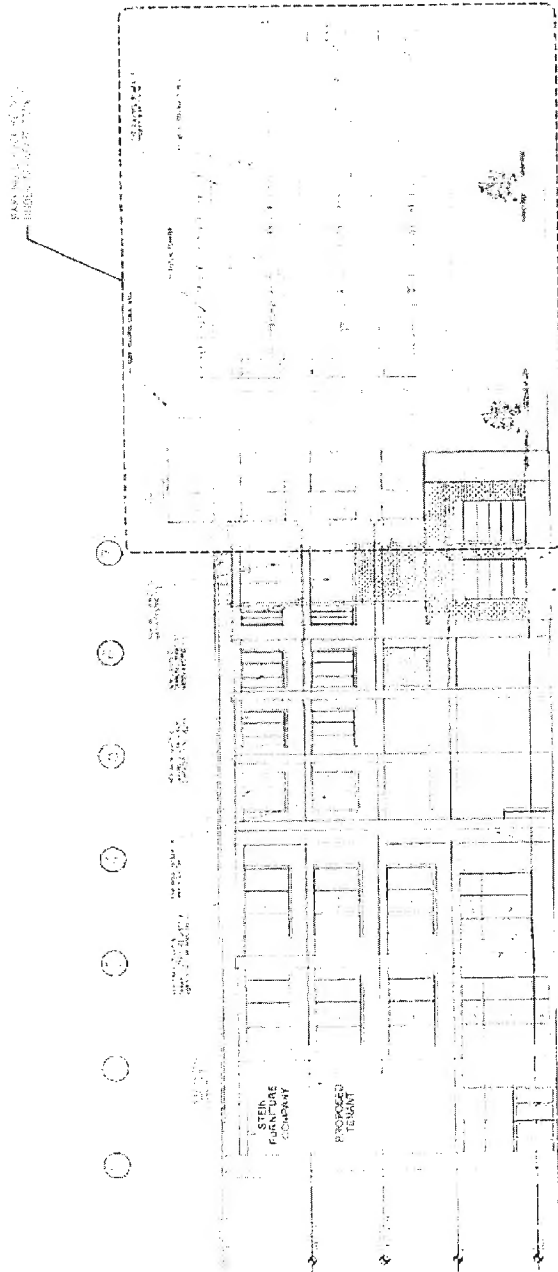
Final for Publication



SOUTH ELEVATION

Applicant: LSCD of Lincoln Park, LLC
Address: 1030-1050 West North Avenue /
1604/1624 North Kingsbury Street
Introduced: December 14, 2022

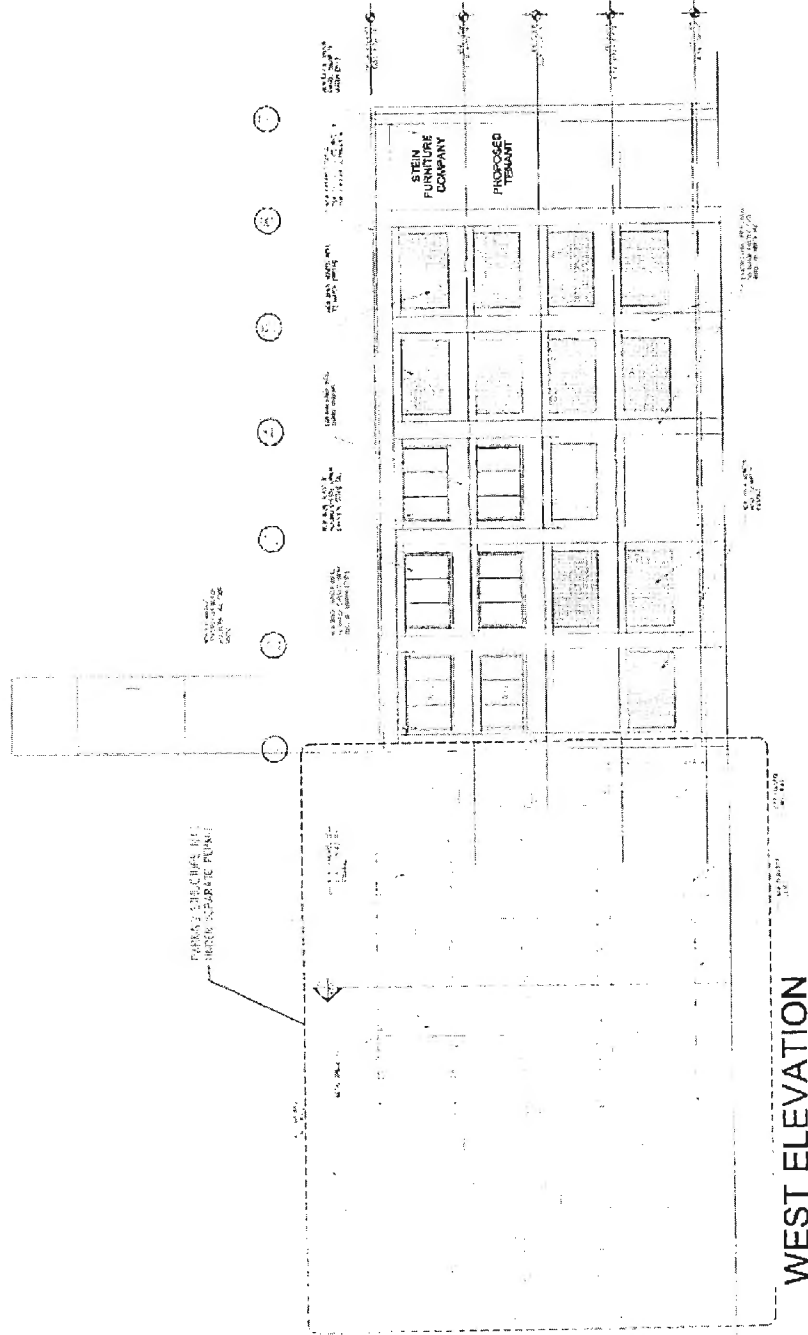
Final for Publication



EAST ELEVATION

Applicant: LSCD of Lincoln Park, LLC
 Address: 1030-1050 West North Avenue /
 1504/1624 North Kingsbury Street
 Introduced: December 14, 2022

Final for Publication



WEST ELEVATION

Applicant: LS CD of Lincoln Park, LLC
Address: 1030-1050 West North Avenue /
1604/1624 North Kingsbury Street
Introduced: December 14, 2022

Reclassification Of Area Shown On Map No. 5-H.

(As Amended)

(Application No. 22197T1)

(Common Address: 1868 -- 1878 N. Milwaukee Ave.)

[O2023-2030/SO2023-0001906]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-3 Community Shopping District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 220 feet northwest of and parallel to West Moffat Street, as measured along the southwest right-of-way line of North Milwaukee Avenue and perpendicular thereto; North Milwaukee Avenue; a line 88 feet northwest of and parallel to West Moffat Street, as measured along the southwest right-of-way line of North Milwaukee Avenue and perpendicular thereto; and the alley next southwest of and parallel to North Milwaukee Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; 1st, 2nd, 3rd, 4th and 5th Floor Plans;
North (Milwaukee Avenue), South, East
and West Building Elevations; and
Building Depiction attached to
this ordinance printed on
pages 1252 through
1259 of this
Journal.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**SUBSTITUTE PROJECT NARRATIVE AND PLANS
TYPE 1 ZONING AMENDMENT AT
1868-1878 N. MILWAUKEE
CHICAGO, IL 60647
FROM B3-3 TO B3-3**

B3-3 Community Shopping District and Multi-Unit District to a B3-3 Community Shopping District to comply with the mandatory zoning map amendment to introduce a new Type-1 Zoning Map Amendment with plans.

The purpose of the rezoning is to construct a mixed-use building containing 44 dwelling units with 22 indoor parking spaces. There will be 3,520 square feet of commercial space. The height of the building will be 60 feet. The rezoning will be a Type-1 Zoning Map Amendment seeking relief to the bulk and density standards for transit served locations in a B3-3 District. Specifically, the rezoning seeks a minimum lot area reduction under Section 17-3-0402-B for transit served locations in a B-3 District that 100% of the ARO requirement is located on-site per Section 2-44-085 of the Municipal Code. In addition, the rezoning seeks a floor area ratio increase under Section 17-3-0403-B for transit served locations in a B-3 District that at least 50% of the ARO requirements is located on-site per Section 2-44-085 of the Municipal Code (in this case 100% of the ARO requirements will be provided on-site).

Finally, the project will comply with the specific criteria for transit served locations under Section 17-13-0308 that any new construction in a B District within 2640 feet of a CTA or Metra rail station entrance or exit must satisfy all the following specific criteria:

1. The project complies with the applicable standards of Section 17-10-0102-B.

1868-1878 N. Milwaukee is a transit served location within 1,330 feet of the Milwaukee Avenue Bus Line Corridor Roadway Segment and within 2,640 feet of the Western CTA Blue Line Station.

2. The project complies with the standards and regulations of Section 17-3-0504, except paragraph H if the project is not located along a *pedestrian street* and except paragraph C if the land use is designated in a non-commercial use group, pertaining to *pedestrian streets* and pedestrian retail streets, even if the project is not located along a *pedestrian street* or a pedestrian retail street.

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The entire front façade of the proposed building faces Milwaukee Avenue pursuant to allow views of indoor commercial space or product display areas pursuant to Section 17-3-0504-C. The primary entrances to the proposed building face Milwaukee Avenue per Section 17-3-0504-D. The parking ratio of 22 parking spaces for 44 dwelling units complies with Section 17-3-0504-E. The parking spaces are enclosed in the rear of the building and not visible from Milwaukee Avenue to comply with Section 17-3-0504-F. Vehicles will access the lot through the alley pursuant to Section 17-3-0504-G. The ground floor commercial space will be used for retail, which is not a prohibited use under Section 17-3-0504-H or a special use under Section 17-3-0504-I.

3. The project complies with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission.

The project with within 2,640 feet of the Western CTA Blue Line Station, which is cl opportunities in the retail sector, and a secure, accessible storage area for bicycles.

4. *Residential building* projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as an *administrative adjustment* under the provisions of Section 17-13-1003-EE.

The project does not provide a number of parking spaces in excess of 50% of the Minir

5. The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The City's Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.

The project complies with Chicago Department of Transportation Strategic Plan by providing safer and easier to walk in Chicago by eliminating a vacant parcel located mid-block.

	PROPOSED
Lot Area	13,200 SF
Density - M.I.A	300*
Off Street Parking	22**

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Rear Setback	0 feet on the ground floor 18 feet on floors 2-5***
Side (West) Setback	0 feet
Side (East) Setback	0 feet
Front Setback	0 foot
FAR	3.51 (max 46,331 SF)****
Building Height	60 feet

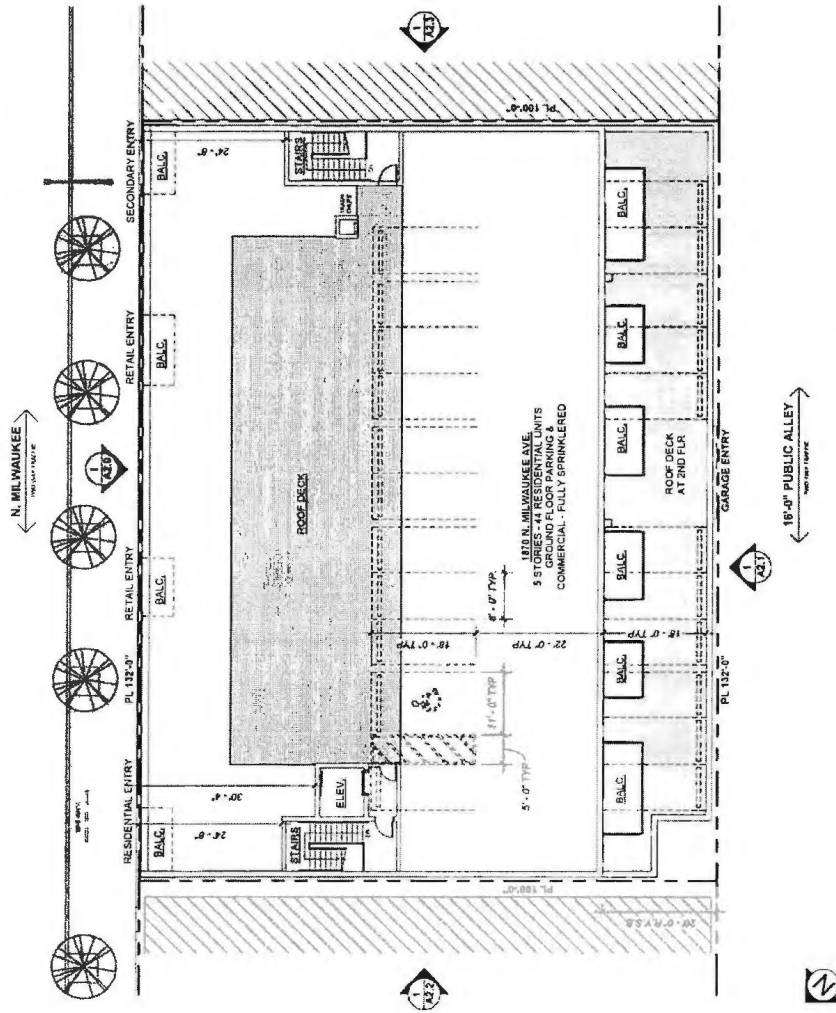
*The Applicant will locate 100% of the ARO requirements on-site per Section 2-44-085 of the Municipal Code to seek the minimum lot area reduction pursuant to Section 17-3-0402-B.

**1868-1878 N. Milwaukee is a transit served location within 1,330 feet of the Milwaukee Avenue Bus Line Corridor Roadway Segment and within 2,640 feet of the Western CTA Blue Line Station.

***The Applicant will seek relief to rear setback from 30 to 20 feet on floors containing dwelling units.

****The Applicant will locate at least 75% of the ARO requirements on-site per Section 2-44-085 of the Municipal Code to meet the floor area ration increase pursuant to Section 17-3-0403-B.

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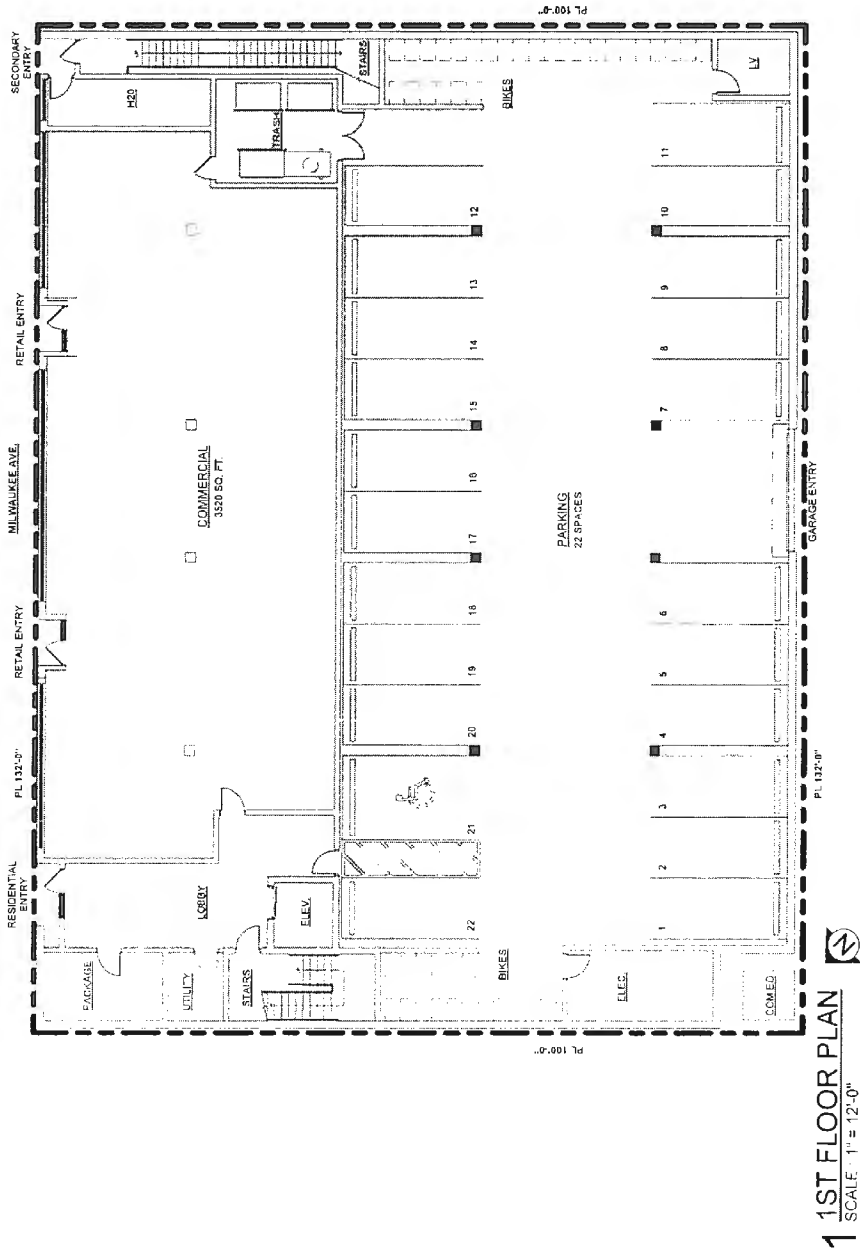
1 SITE PLAN
SCALE: 1/16" = 1'-0"

FAR CALCULATION
1ST FLOOR: 5,800 SQ. FT.
2ND-5TH FLOORS: 40,100 SQ. FT.
TOTAL FLOOR AREA: 45,900 SQ. FT.
LOT AREA: 13,200 SQ. FT.
FAR: 3.51

1870 N. MILWAUKEE
CHICAGO, IL 60647

SPACE
VERSION
A1.0
DATE: 05.19.23

Final for Publication

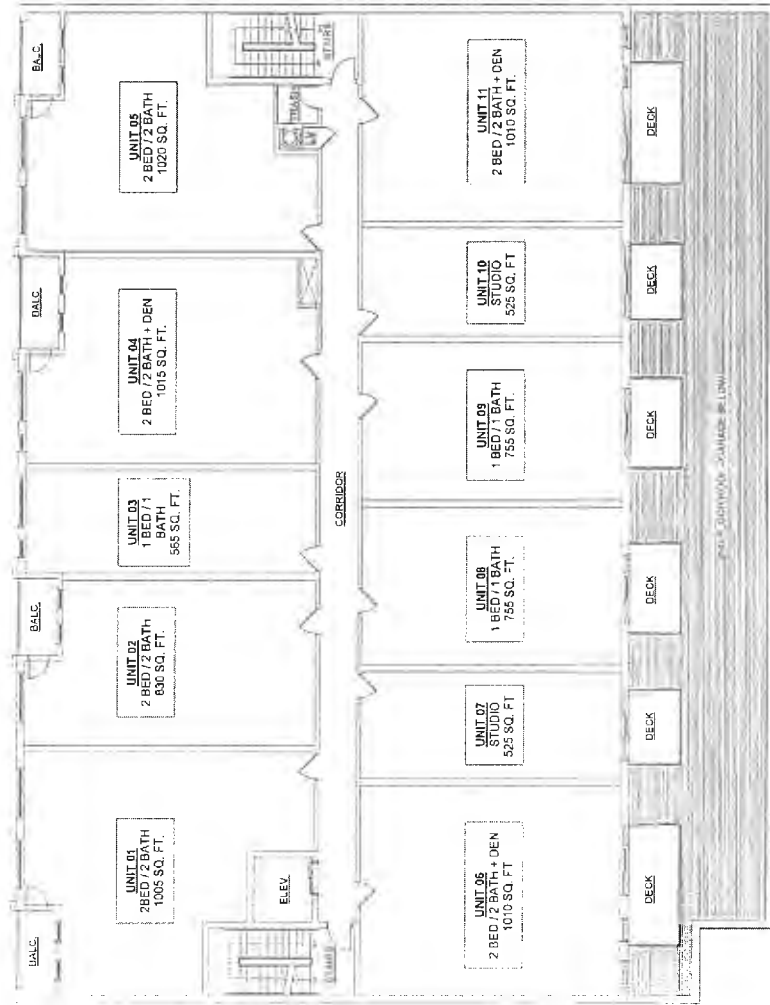


1870 N. MILWAUKEE
CHICAGO, IL 60647

SPACE
ARCHITECTS PARTNERS
1870 N. MILWAUKEE
CHICAGO, IL 60647
05.19.23

VERSION
A1.1

Final for Publication



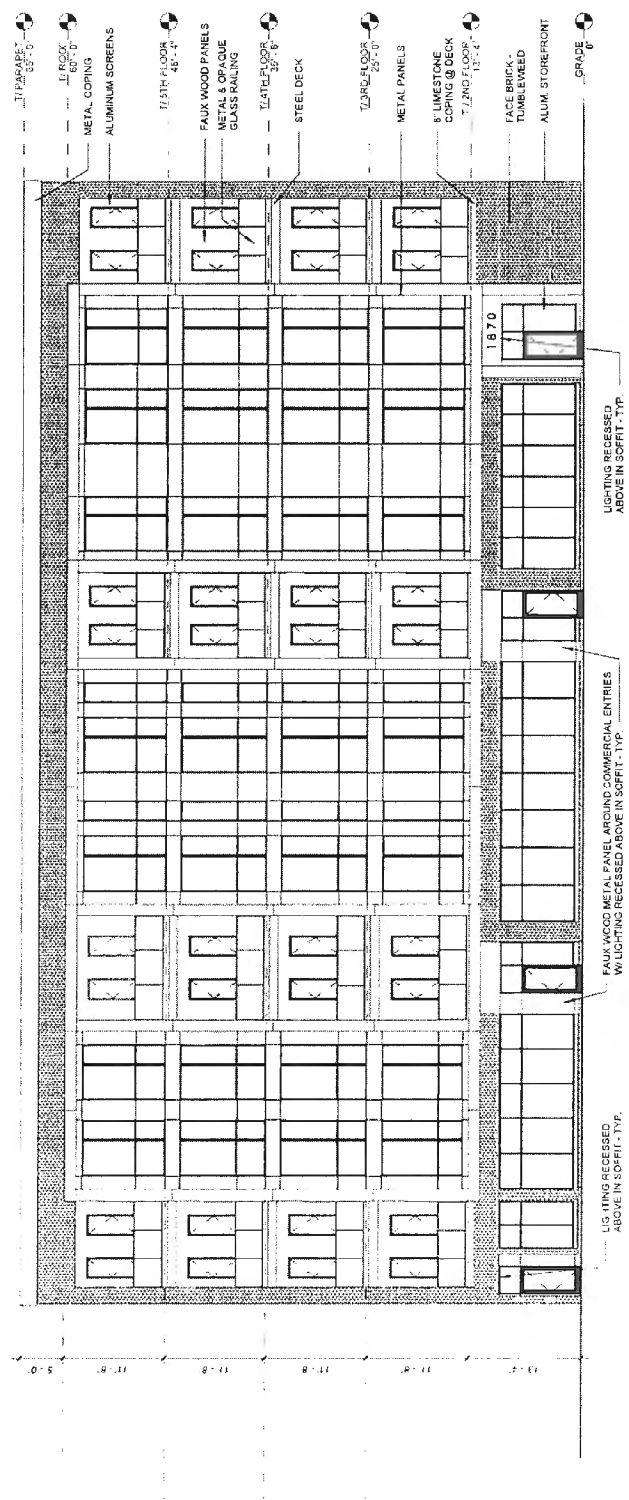
UNIT MIX - 4 TOTAL UNITS
8 - STUDIO UNITS
24 - 1 BED / 1 BATH UNITS
24 - 2 BED / 2 BATH UNITS

1 2ND - 5TH FLOOR PLANS
SCALE: 1" = 12'-0"

1870 N. MILWAUKEE
CHICAGO, IL 60647

SPACE
REVISIONS
VERSION
A1.2
05.19.23

Final for Publication



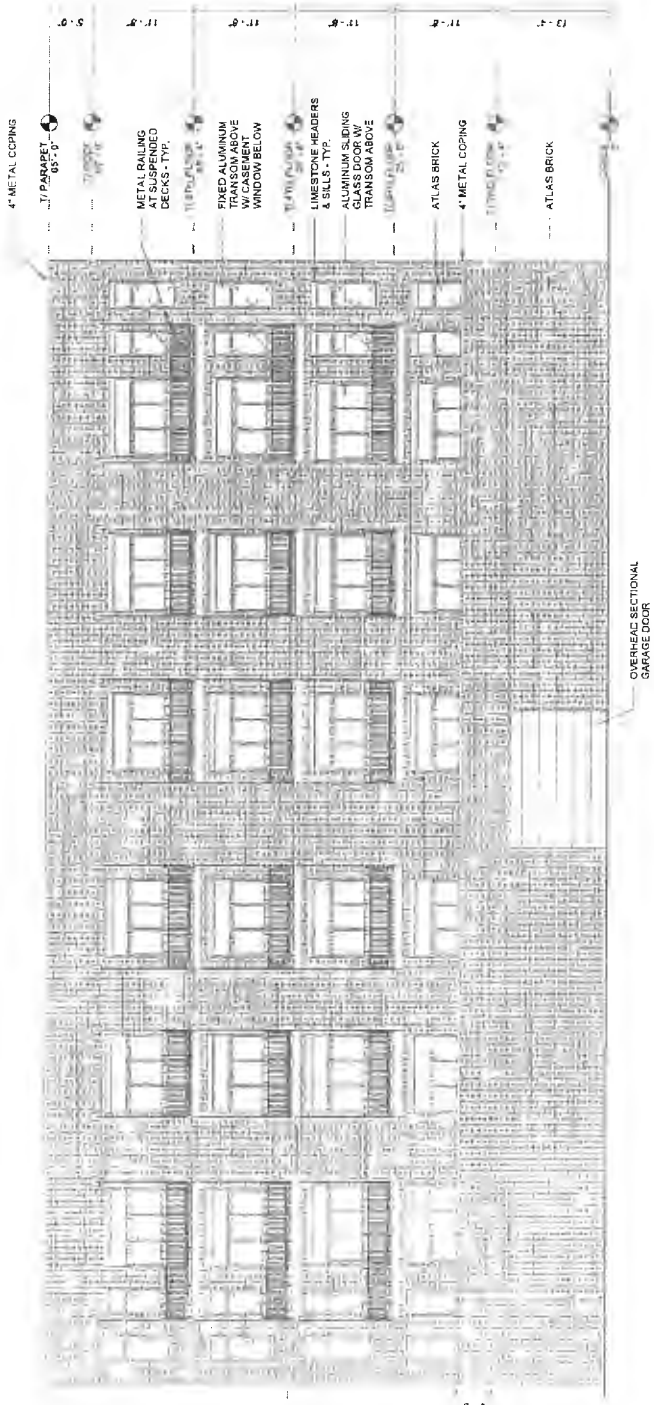
1 NORTH ELEVATION (MILWAUKEE AVE)
SCALE 3/32" = 1'-0"

PEDESTRIAN STREET GLAZING
REQUIRED: 80% OF AREA BETWEEN 4' & 10' FROM GRADE
TOTAL GLAZING PROVIDED: 784 SQ. FT. X 80% = 627 SQ. FT.
TOTAL GLAZING REQUIRED: 784 SQ. FT. X 80% = 627 SQ. FT.
TOTAL GLAZING PROVIDED: 516 SQ. FT.

1870 N. MILWAUKEE
CHICAGO, IL 60647

SPACE
VERSION
A2.0
05.19.23

Final for Publication



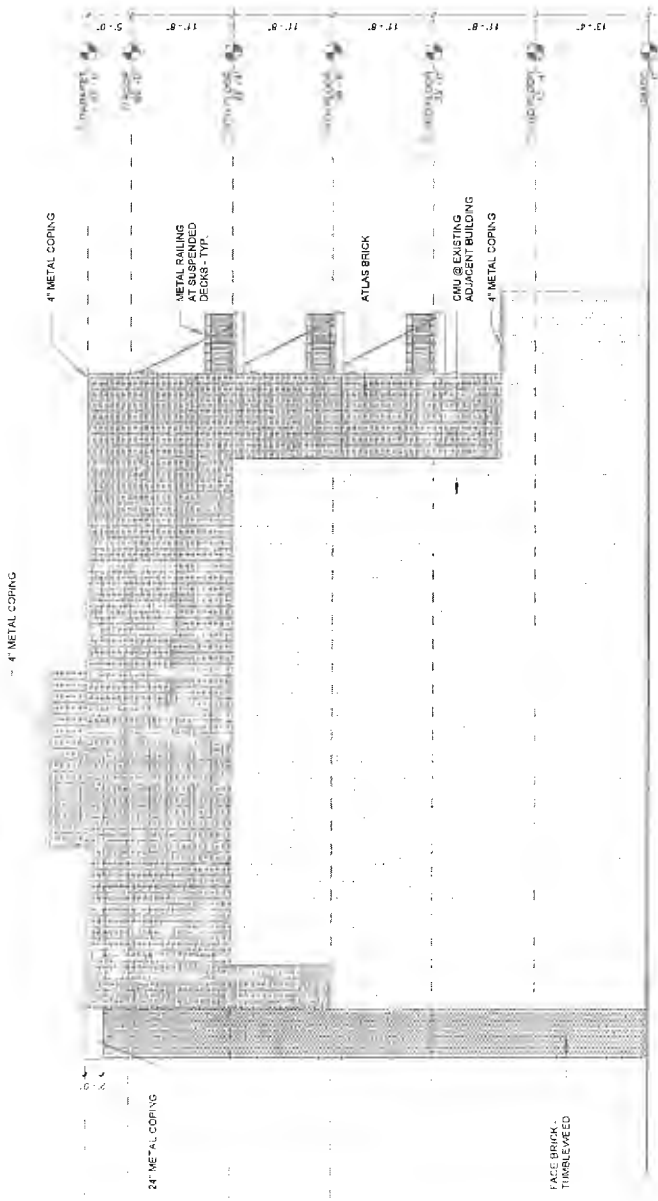
1 SOUTH ELEVATION
SCALE : 3/32" = 1'-0"

1870 N. MILWAUKEE
CHICAGO, IL 60647

SPACE
ARCHITECTS, P.A. 1111 N. LA SALLE ST. 11TH FLOOR CHICAGO, IL 60610
TEL: 312.467.1000 FAX: 312.467.1001
WWW.SPACEARCHITECTS.COM

VERSION
A2.1
05.19.23

Final for Publication

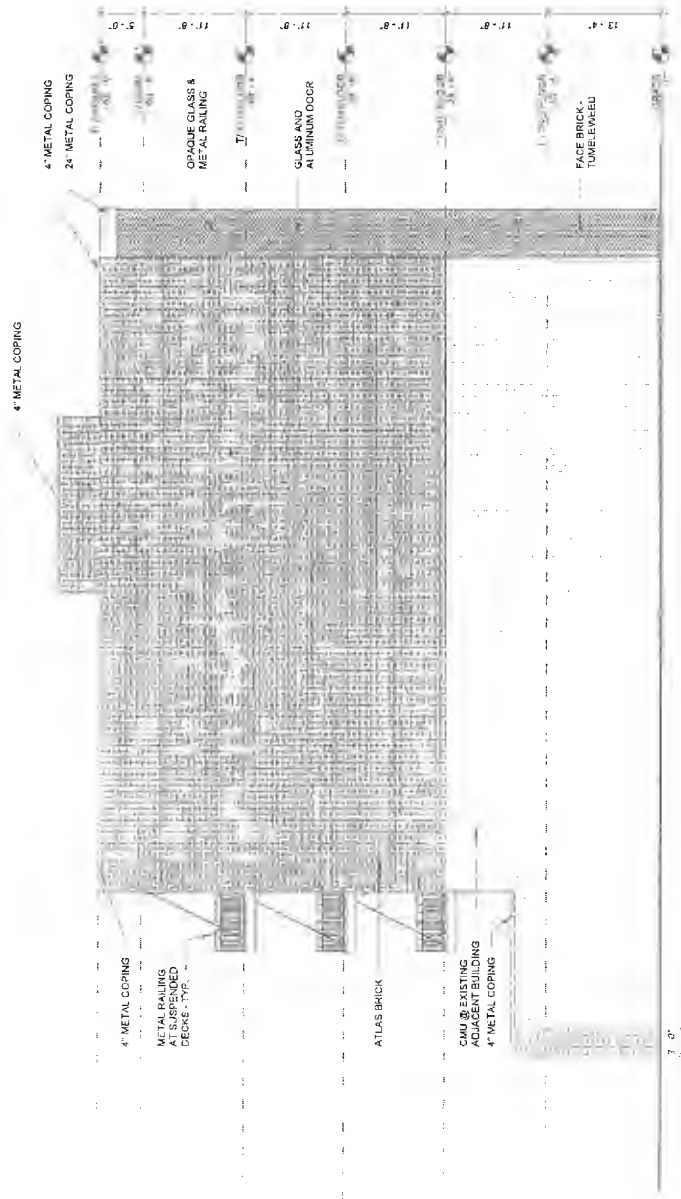


1 WEST ELEVATION
SCALE : 3/32" = 1'-0"

1870 N. MILWAUKEE
CHICAGO, IL 60647

SPACE
ARCHITECTS PLANNERS
1110 N. LAUREL ST.
CHICAGO, IL 60610
VERSION
A2.2
05.19.23

Final for Publication

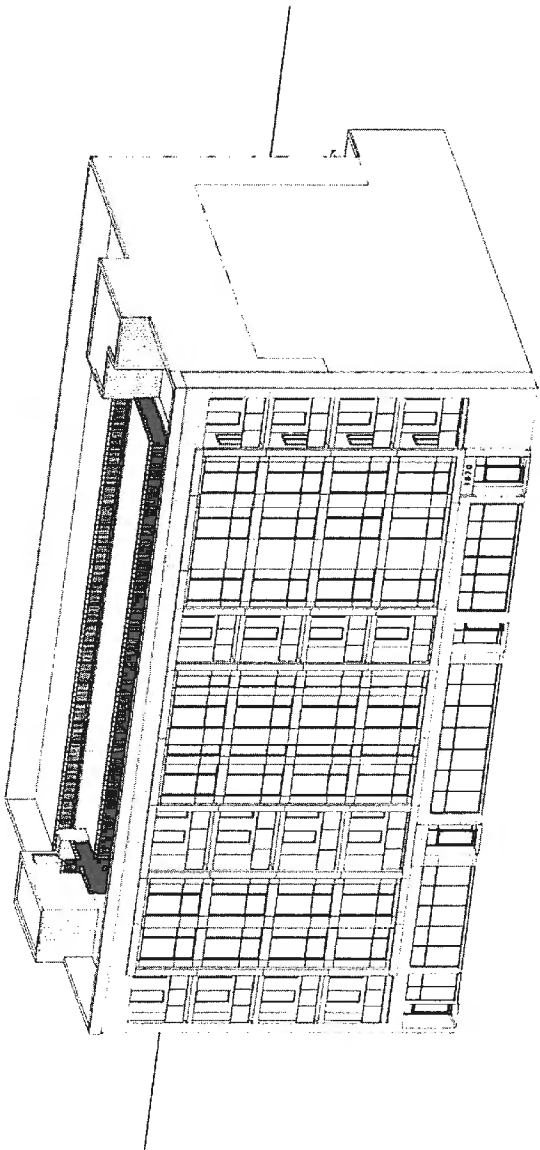


1 EAST ELEVATION
SCALE 3/32" = 1'-0"

1870 N. MILWAUKEE
CHICAGO, IL 60647

SPACE
A2.3
05.19.23

Final for Publication



1870 N. MILWAUKEE
CHICAGO, IL 60647

SPACE
ARCHITECTS
VERSION
A2.4
05.15.23

Reclassification Of Area Shown On Map No. 5-H.

(As Amended)

(Application No. 22154)

(Common Address: 1653 -- 1739 W. Webster Ave. And 2705 -- 2189 N. Elston Ave.)

[O2023-1505/SO2023-0001881]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all Residential-Business Planned Development Number 1420 symbols and designations as shown on Map Number 5-H in the area bounded by:

West Webster Avenue; the Chicago & Northwestern Railroad right-of-way; and North Elston Avenue,

to the designation of Residential-Business Planned Development Number 1420, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. 1420, As Amended.

Planned Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number 1420 ("Planned Development") consists of approximately 182,024 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). The amendment to this Planned Development only affects Subarea A which is owned or controlled by the LMV II Triangle Square Holding, L.P., who has provided a confirmation of authority to the Applicant, Fromm LLC.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if

different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation. Per standard procedure if the timing of any other CDOT public way improvement conflicts with or overlaps the requirements of the Planned Development, the Perimeter Restoration Agreement may be amended to postpone construction, waive requirements, or renegotiate the scope of work required.

Prior to the issuance of the Certificate of Occupancy, the Applicant shall modify the traffic signal at Elston Avenue and Webster Avenue to provide actuated left turn arrows on the north and south approaches of Elston. Additionally, the existing traffic signal on Elston at the development's main access drive must be modified to provide vehicular and pedestrian signal indications on all four legs as well as actuated left turn arrows on both approaches of Elston Avenue.

The applicant shall coordinate with CDOT to jointly request Union Pacific Railroad/Metra to repair or replace their deteriorating retaining wall along the east border of the Property.

All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

4. This plan of development consists of seventeen (17) Statements and a Bulk Regulations Table. This amendment makes no changes to existing zoning map, Planned Development Boundaries, site plan, landscape plan, the subareas nor to any of the building elevations. Therefore, this amendment incorporates by reference the Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; Site Plan; Landscape Plan; Subarea Diagram; and the following plans for Subarea C: Site Plan; Landscape Plan; Ground Floor Plan; Second Floor Plan; 3rd through 7th Floor Plan; Building Elevations (North, South, East and West); Condominiums (Subarea C) Exterior Facade Detail Section prepared by The Lamar Johnson collaborative and dated November 19, 2020 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 25598 -- 25612 dated December 16, 2020). Landscape Details; Roof Plan; Typical Green Roof Detail; North Elevation; Southwest Elevation; East Elevation; Site Section; Apartments (Subarea A) Exterior Facade Detail Section (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 84956 -- 84963) and 2015 ARO Affordable Housing Profile Form (*Journal of the Proceedings of the City Council of the City of Chicago*

pages 84947 -- 84949) dated September 20, 2018 are incorporated by reference. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. In each of the following subareas, the following uses shall be permitted in this Planned Development (P.D.):

Subarea A:

Multi-unit (three plus units) residential, retail sales general, financial services, restaurants, general and limited, liquor sales as an accessory use, food and beverage retail sales with packaged goods and liquor sales as an accessory use, outdoor patio rooftop, sports and recreation, participant -- indoor, "animal services (excluding shelters/boarding kennels or veterinary services)", and accessory parking, of which 25 percent of the required residential parking (maximum 32 spaces) may be leased out on a daily, weekly or monthly basis to persons who are not residents, tenants, patrons, employees or guests of the principal uses, and accessory and related uses.

Subarea B:

Office, retail sales general, drive-through facility, financial services, restaurants, general and limited, liquor sales as an accessory use, food and beverage retail sales with packaged goods and liquor sales as an accessory use, outdoor patio rooftop, accessory parking, and accessory and related uses.

Subarea C:

Multi-unit (three plus units) residential, outdoor patio rooftop, accessory parking, of which 25 percent of the required residential parking (maximum 18 spaces) may be leased out on a daily, weekly or monthly basis to persons who are not residents, tenants, patrons, employees or guests of the principal uses, and accessory and related uses.

Subarea D:

Setback required for potential proposed infrastructure improvements.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 182,024 square feet and an overall base FAR of 3.00.
9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all new buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all newly constructed buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each new improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.
16. The Applicant of the December 16, 2020, Planned Development amendment, acknowledges and agrees that the September 20, 2018 rezoning of the Property from M3-3 to C2-3, and then to this Planned Development (P.D.), triggered the

requirements of Section 2-45-115 of the Municipal Code of Chicago (Affordable Requirements Ordinance or ARO) which is still applicable to this amendment. Any developer of a residential housing project within the meaning of the ARO must: (i) set aside 10 percent of the housing units in the residential housing project (the Required Units) as affordable units, or with the Commissioner of the Department of Planning and Development's (DPD) approval, provide the Required Units in an approved off-site location; (ii) pay a fee in lieu of the development of the Required Units; or, (iii) any combination of (i) and (ii); provided, however, that residential housing projects with 20 or more units must provide at least 25 percent of the Required Units on-site or off-site. If the developer elects to provide affordable units off-site, the off-site affordable units must be located within a two-mile radius from the residential housing project and in the same or a different higher income area or downtown district. The Property is located in a higher income area, within the meaning of the ARO, and the project has a total of 370 units. As a result, the Applicant's affordable housing obligation is 37 affordable units (10 percent of 370), 9 of which are Required Units (25 percent of 37, rounded down). Applicant has agreed to satisfy its affordable housing obligation by providing 9 affordable units in the rental building to be constructed in the P.D. and making a cash payment to the Affordable Housing Opportunity Fund in the amount of \$128,469 per unit (Cash Payment) for the remaining 28 affordable units, as set forth in the Affordable Housing Profile Form attached hereto as Exhibit A. The Applicant agrees that the affordable rental units must be affordable to households earning no more than 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually by the City of Chicago. If the Applicant subsequently reduces (or increases) the number of housing units in the P.D., the Applicant shall update and resubmit the Affordable Housing Profile Form to DPD for review and approval; DPD may adjust the number of required Affordable Units without amending the P.D. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must make the required Cash Payment and/or execute and record an affordable housing agreement in accordance with Section 2-45-115(L). The terms of the affordable housing agreement and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the affordable housing agreement will be recorded against the P.D., or the applicable portion thereof, and will constitute a lien against such property. The Commissioner of DPD may enforce remedies for any breach of this Statement 16, including any breach of any affordable housing agreement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to Residential-Business Planned Development Number 1420 dated December 16, 2020.

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Residential-Business Planned Development No. 1420, As Amended.**Bulk Regulations And Data Table.***FINAL FOR
PUBLICATION**

Net Site Area:	182,024 square feet (4.18 acres)
Gross Site Area:	236,088 square feet (5.41 acres)
Area in Right-of-Way:	54,064
Maximum FAR:	3.00
Maximum FAR Buildable Area:	546,072 square feet

Net Site Areas by Subarea:

Subarea A:	120,812 square feet
Subarea B:	19,826 square feet
Subarea C:	32,722 square feet
Subarea D:	8,344 square feet

FAR Building Areas by Subarea (1):

Subarea A:	380,500 square feet
Subarea B:	24,000 square feet
Subarea C:	141,572 square feet
Subarea D:	0 square feet

(1) The Maximum FAR Buildable Area as allocated to the subareas herein may be transferred and shifted among said subareas pursuant to a Section 17-13-0811 Minor Change Request.

**FINAL FOR
PUBLICATION****FAR by Subarea (1):**

Subarea A:	3.14952157
Subarea B:	1.210532
Subarea C:	4.326508
Subarea D:	0.00

Maximum Height by Subarea:

Subarea A:	95 feet
Subarea B:	40 feet
Subarea C:	98 feet
Subarea a	0

**Maximum Number of Residential
Units:**

Subarea A:	298
Subarea B:	0
Subarea C:	72
Subarea D:	0

**Maximum Accessory Parking
Spaces:**

	343 car spaces
Subarea A:	260
Subarea B:	11
Subarea C:	72
Subarea D:	0

(1) The Maximum FAR Buildable Area as allocated to the subareas herein may be transferred and shifted among said subareas pursuant to a Section 17-13-0811 Minor Change Request.

**FINAL FOR
PUBLICATION**

Minimum Bike Parking Spaces:	231 bike spaces
Subarea A:	159
Subarea B:	0
Subarea C:	72
Subarea D:	0
Minimum Off-Street Loading Spaces:	5
Subarea A:	4
Subarea B:	0
Subarea C:	1
Subarea D:	0
Minimum Setbacks:	
Subarea A:	Per Plans
Subarea B:	Per Plans
Subarea C:	Per Plans
Subarea D:	Per Plans

Reclassification Of Area Shown On Map No. 5-I.

(As Amended)

(Application No. 22171T1)

(Common Address: 2412 W. Belden Ave.)

[O2023-1568/SO2023-0001889]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-I in the area bounded by:

the public alley next north of and parallel to West Belden Avenue; the public alley next west of and parallel to North Western Avenue; West Belden Avenue; and a line 142.40 feet west of and parallel to North Western Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing and Remodeled Site Plan; Basement, 1st, 2nd and
Attic Existing and Remodeled Plans; Existing, Demolition
and Remodeled North, South, East and West
Building Elevations; and Existing and
Remodeled Building Sections
attached to this ordinance
printed on pages 1272
through 1279 of
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**AMENDED TO BE A TYPE-1
ZONING MAP AMENDMENT
AT 2412 W. BELDEN AVENUE
CHICAGO, IL 60647
FROM RS-3 TO RM-4.5**

NARRATIVE

The Project

The subject property is improved with a two and half story residential building on the front of the property containing four residential dwelling units and a rear one-story residential building containing one residential dwelling units for a total of five residential dwelling units. There is no on-site parking on the property. 2412 Belden LLC (the "Applicant") proposes rezone the property from a RS-3 Residential Single-Unit (Detached House) District to an RM-4.5 Residential Multi-Unit District to allow construction of dormer additions to the existing front residential building to expand the size of the existing residential dwelling units. The rezoning will allow for sufficient FAR to accommodate the added Floor Area from the construction of the dormer additions. The number of residential units on the property, however, will not increase and will remain at a total of five residential dwelling units. No parking will be added. The height of the front building will be 36 feet 6 and 19/32 inches. The height of the rear building is and will remain at 28.00 feet.

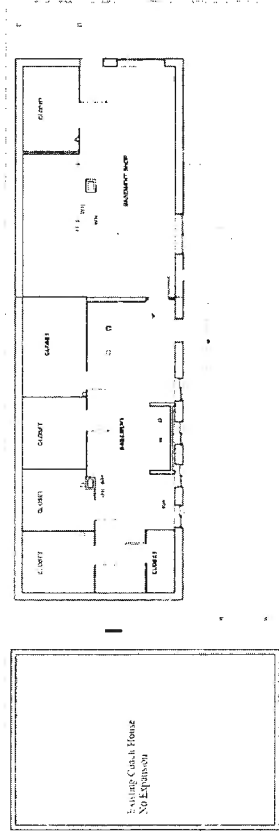
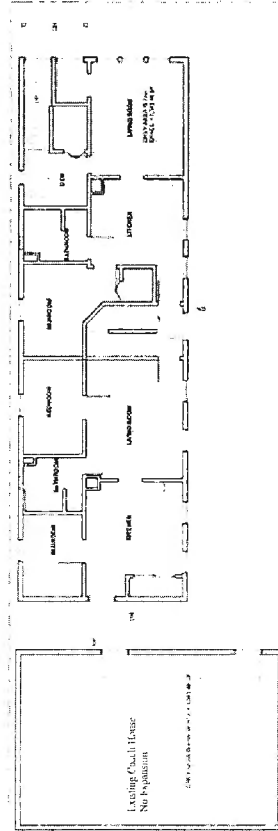
The subject property is located in a block that is improved with residential buildings west of the alley next west of North Western Avenue. East of that alley, the block has commercial buildings. The area immediately east of the subject building is zoned B3-2 and the area west of the alley next west of North Western Avenue is generally zoned RS-3 with some properties zoned RT-3.5 and RT-4.0. There are a number of residential buildings in the area that exceed the RS-3 maximum permitted FAR and have multiple dwelling units. There also are a number of buildings in the immediate area with dormer additions.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	3,610.80 square feet
Maximum FAR:	1.70
Residential Dwelling Units:	Five
MLA:	722.16
Height:	Front Building: 36 feet 6 and 19/32 inches Rear Building: 28 feet
Bicycle Parking:	None
Automobile Parking:	None
Setbacks (existing):	Front (West Belden Ave): 5.25' East Side: 0.70' West Side: 0.00' Rear (Alley): 1.90'

A set of plans is attached.

Final for Publication



MAIN FLOOR

DATE: 01/10/2023
BY: [Signature]
CHECKED BY: [Signature]

BELDEN REMODELING
212 W. BELDEN AVE.
BROOKLYN, NY 11207
TEL: 718.778.1111
WWW.BELDENREMODELING.COM

BASMENT & 1ST FLOOR EXISTING PLANS

PLAN A101

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WALL LEGEND
 --- PAINT
 --- EXISTING WALL
 --- EXISTING WALL
 --- EXISTING WALL



MAIN FLOOR
 1ST FLOOR
 2ND FLOOR
 3RD FLOOR
 4TH FLOOR
 5TH FLOOR
 6TH FLOOR
 7TH FLOOR
 8TH FLOOR
 9TH FLOOR
 10TH FLOOR
 11TH FLOOR
 12TH FLOOR
 13TH FLOOR
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 15TH FLOOR
 16TH FLOOR
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 19TH FLOOR
 20TH FLOOR
 21ST FLOOR
 22ND FLOOR
 23RD FLOOR
 24TH FLOOR
 25TH FLOOR
 26TH FLOOR
 27TH FLOOR
 28TH FLOOR
 29TH FLOOR
 30TH FLOOR
 31ST FLOOR
 32ND FLOOR
 33RD FLOOR
 34TH FLOOR
 35TH FLOOR
 36TH FLOOR
 37TH FLOOR
 38TH FLOOR
 39TH FLOOR
 40TH FLOOR
 41ST FLOOR
 42ND FLOOR
 43RD FLOOR
 44TH FLOOR
 45TH FLOOR
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 47TH FLOOR
 48TH FLOOR
 49TH FLOOR
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 51ST FLOOR
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 61ST FLOOR
 62ND FLOOR
 63RD FLOOR
 64TH FLOOR
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 67TH FLOOR
 68TH FLOOR
 69TH FLOOR
 70TH FLOOR
 71ST FLOOR
 72ND FLOOR
 73RD FLOOR
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 89TH FLOOR
 90TH FLOOR
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 100TH FLOOR

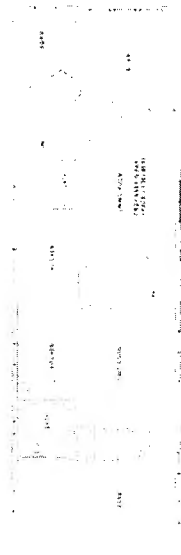
BELDEN REMODELING
 1ST FLOOR
 2ND FLOOR
 3RD FLOOR
 4TH FLOOR
 5TH FLOOR
 6TH FLOOR
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 8TH FLOOR
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 93RD FLOOR
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 99TH FLOOR
 100TH FLOOR

2ND FLOOR & ATTIC
 EXISTING PLANS

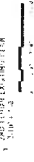
A102



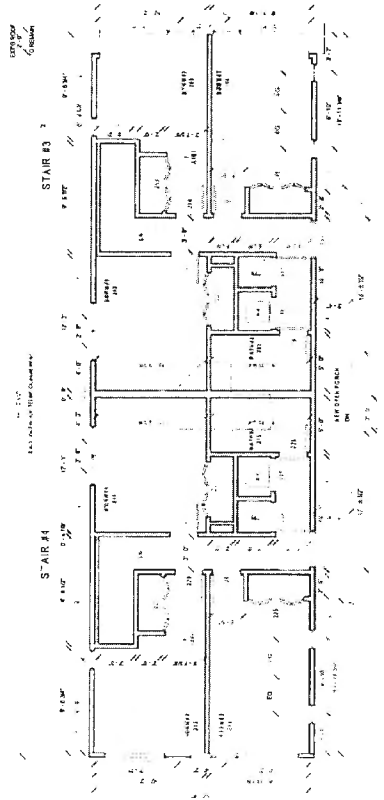
Existing Ground Floor
 See Existing



Existing Second Floor
 See Existing

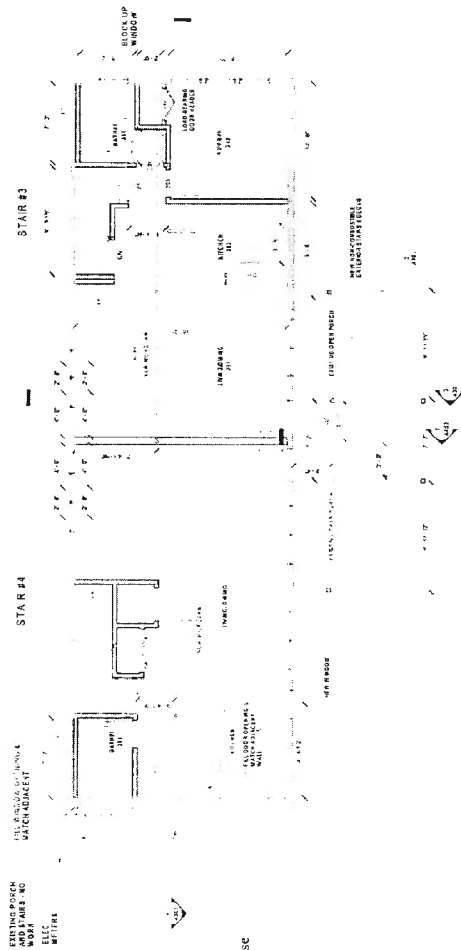


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Existing Coach House
No Expansion

2 2ND FLOOR & ATTIC PLAN
1/8" = 1'-0"



Existing Coach House
No Expansion

3 2ND FLOOR & ATTIC REMODELED PLAN
1/8" = 1'-0"

WALL LEGEND
 --- EXISTING
 --- REMODELED
 --- NEW
 --- REMOVED
 --- FINISH
 --- 1/2" = 1'-0"



1. EXISTING
2. REMODELED
3. NEW
4. REMOVED
5. FINISH
6. 1/2" = 1'-0"

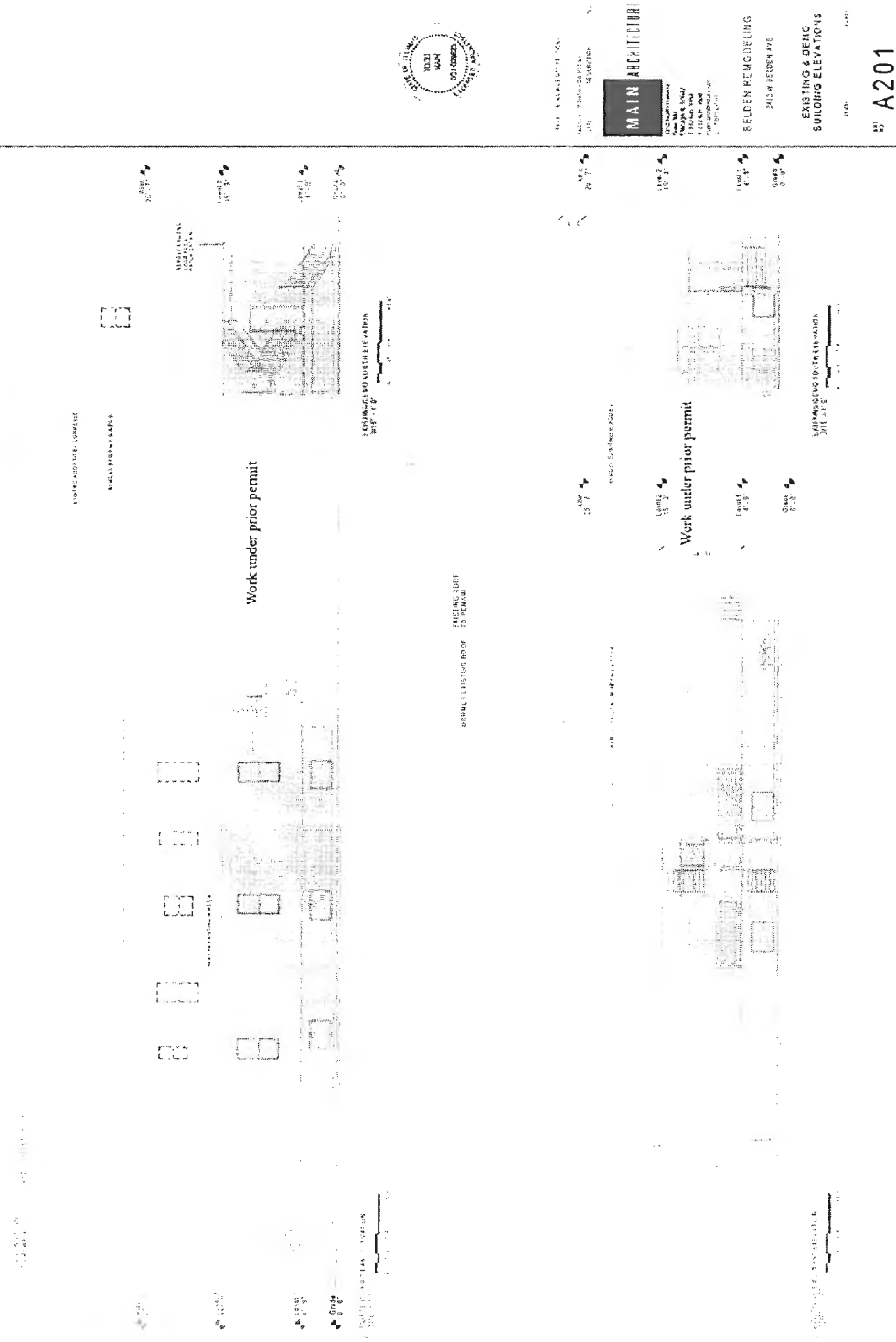
MAIN FLOOR
 1. EXISTING
2. REMODELED
3. NEW
4. REMOVED
5. FINISH
6. 1/2" = 1'-0"

BELDEN REMODELING
 210 W. BELDEN AVE
 1/2" = 1'-0"

2ND FLOOR & ATTIC REMODELED PLAN
 1/2" = 1'-0"

A 104

End for Publication



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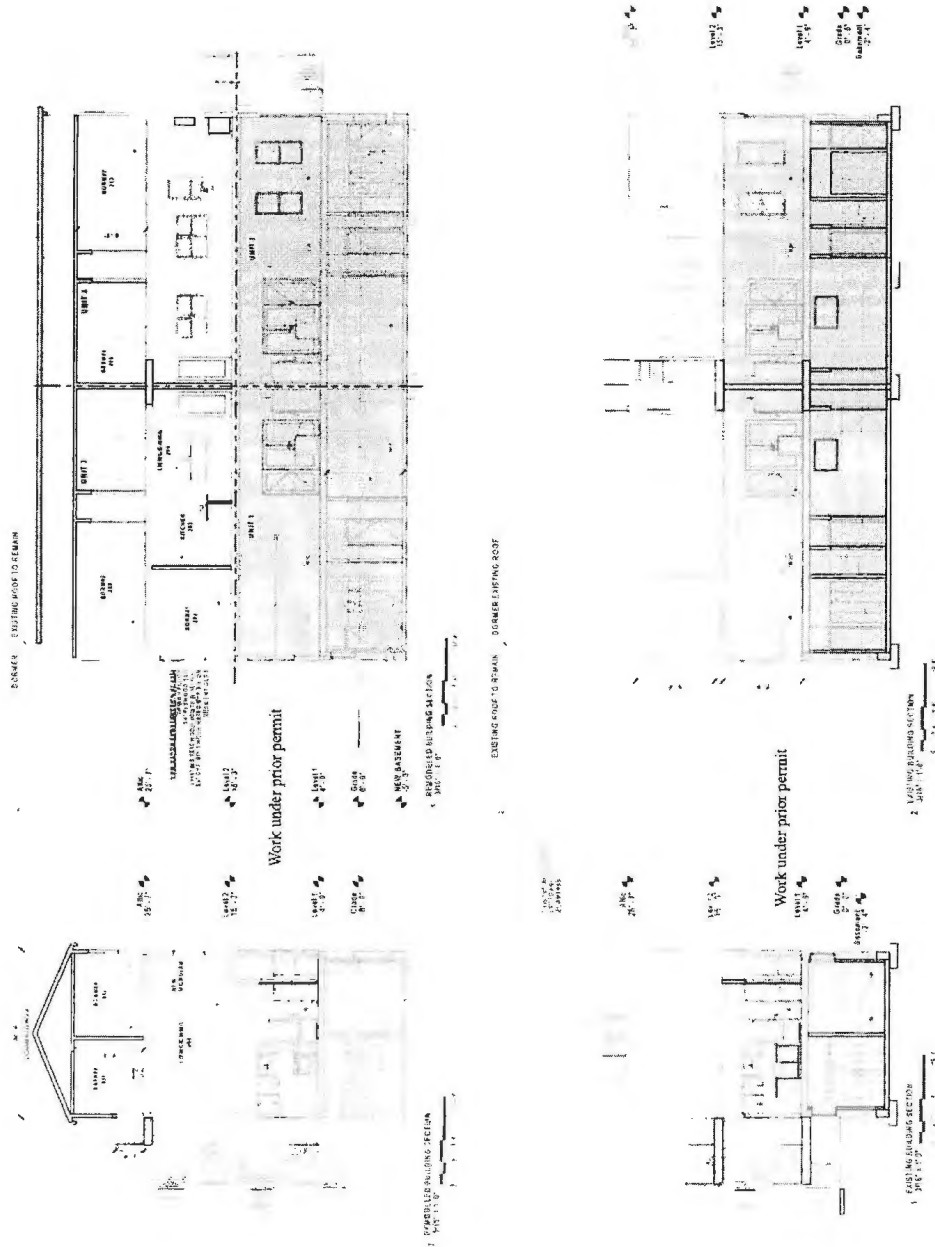


MAIN ARCHITECTURE
 1000 N. LAKE STREET
 SUITE 100
 CHICAGO, IL 60610
 TEL: 312.555.1234
 FAX: 312.555.1235
 WWW.MAINARCHITECTURE.COM

BELDEN REMODELING
 2100 W. Belden Ave.
 CHICAGO, IL 60618
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 FAX: 312.555.1235
 WWW.BELDENREMODELING.COM

REMODELED BUILDING ELEVATIONS
 P. 61
A202

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mainarchitect.com

Belden Remodeling
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Chicago, IL 60607
773.234.1111
mainarchitect.com

Sheet A301

Reclassification Of Area Shown On Map No. 5-M.

(Application No. 22159)

(Common Address: 6214 W. North Ave.)

[O2023-1531/O2023-0001884]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 5-M in the area bounded by:

the alley north of and parallel to West North Avenue; a line 131.92 feet west of and parallel to North Melvina Avenue; West North Avenue; and a line 156.92 feet west of and parallel to North Melvina Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-G.

(As Amended)

(Application No. 22136)

(Common Address: 1354 W. Diversey Pkwy.)

[O2023-1303/SO2023-0001872]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 7-G in the area bounded by:

the alley next north of and parallel to West Diversey Parkway; a line 51 feet east of and parallel to North Southport Avenue; West Diversey Parkway; and a line 25 feet east of and parallel to North Southport Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plat of Survey; Site Plan; Basement, 1st 2nd, 3rd and 4th Floor Plans; Roof Plan; and Front, Rear, East and West Building Elevations attached to this ordinance printed on pages 1282 through 1293 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C (1) Narrative Zoning Analysis

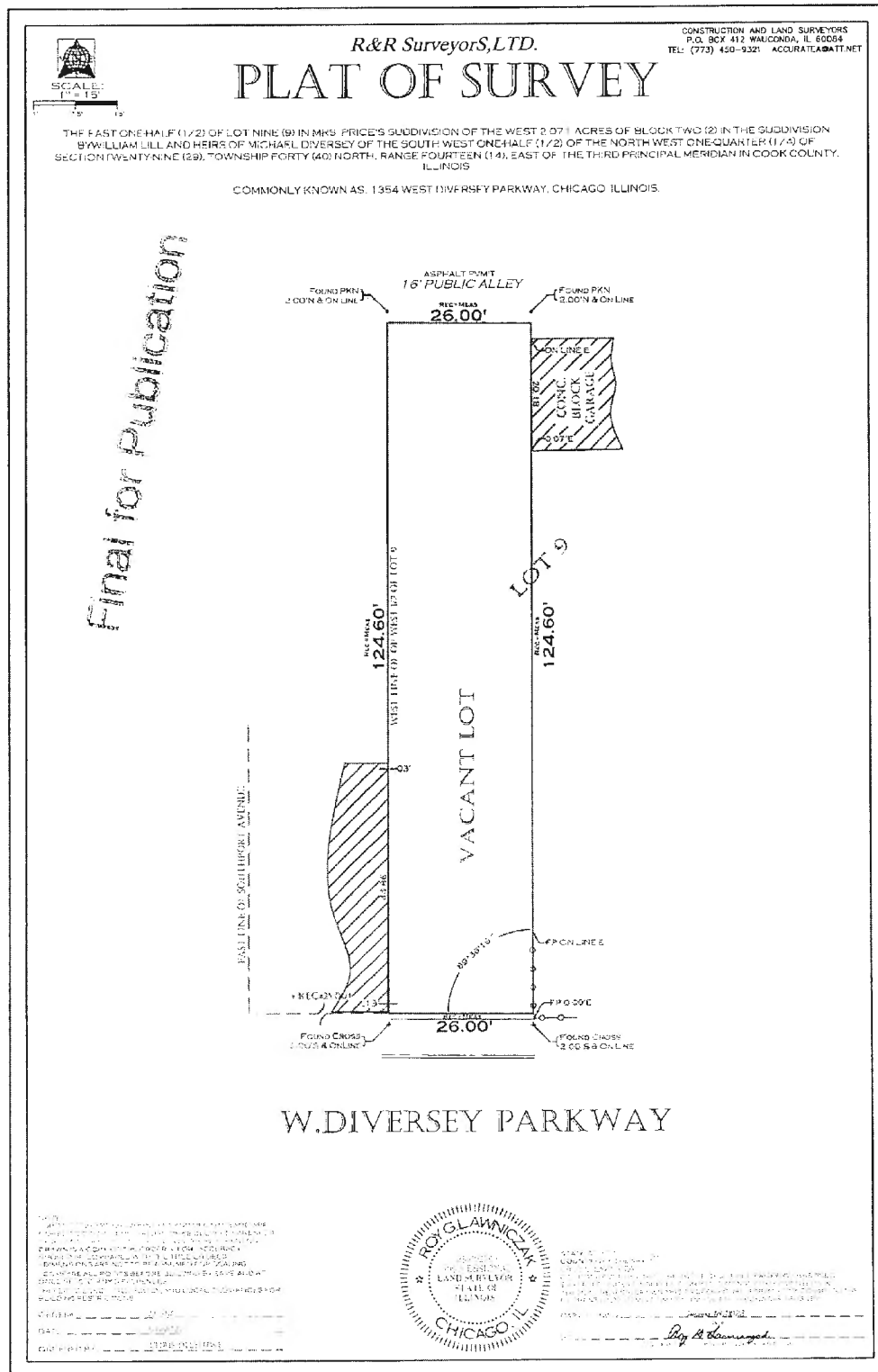
Amended to be a Type 1 Zoning Map Amendment – Narrative & Plans
At 1354 West Diversey Parkway, Chicago, Illinois, 60614

Proposed Zoning: From *B3-2 Community Shopping District*
To *B2-3 Neighborhood Mixed-Use District*

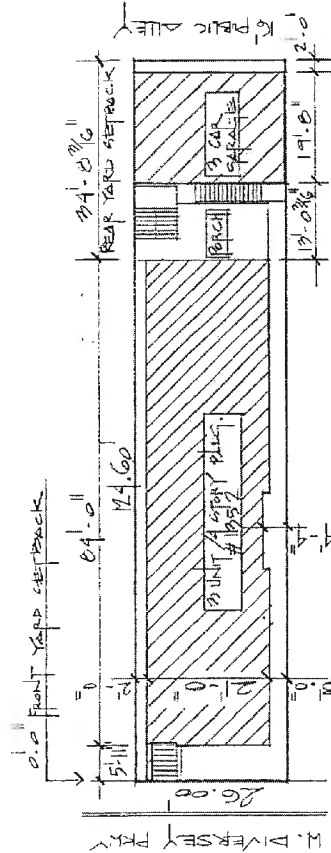
Lot Area: 3,239.6 square feet

Proposed Land Use: The Applicant is seeking a *Zoning Map Amendment* in order to permit the construction of a new four-story (with basement) three-unit *residential* building, with onsite accessory parking for three vehicles, at the subject property. The proposed new building will feature two (2) *duplex* units - one on and between the Basement thru 1st Floor and another on and between the 3rd thru 4th Floors, with a single *simplex* unit on the 2nd Floor. There will be off-street parking for three (3) vehicles accommodated within a new detached garage, situated at the rear of the site. The new proposed improvements will be masonry in construction, with the building measuring 45 feet-0 inches in height (*underside of 4th Floor ceiling*).

- (A) The Project's Floor Area Ratio: 6,756 square feet (2.1 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 3 dwelling units (1,079.9 square feet per dwelling unit)
- (C) The amount of off-street parking: 3 vehicular spaces
- (D) Setbacks:
 - a. Front Setback: 0 foot-0 inches
 - b. Rear Setback: 34 feet-8 ³/₁₆ inches
 - c. Side Setbacks:
 - East: 3 feet-0 inches
 - West: 2 feet-0 inches
- (E) Building Height: 45 feet-0 inches (*underside of 4th Floor ceiling*)




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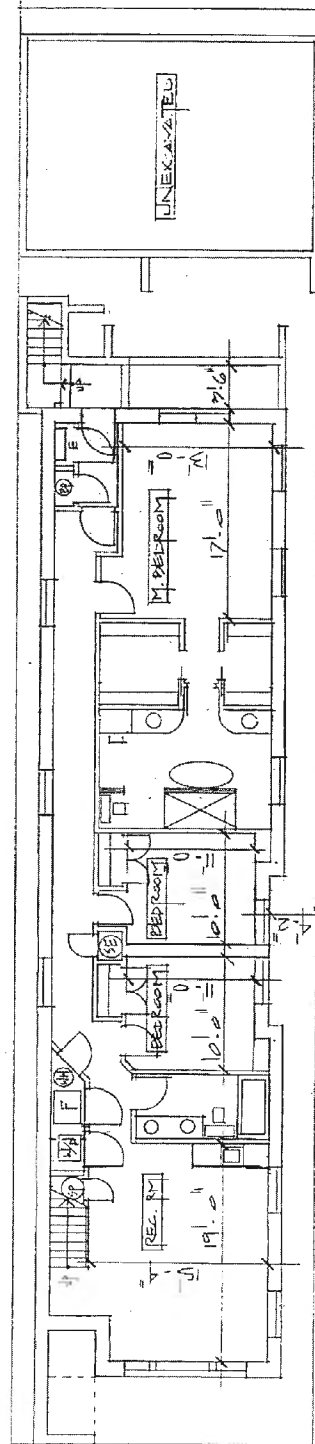
ZONING INFORMATION	
LOT AREA 126 x 124.6 = 15,709.6	2.2
F.A. (A)	
MAX. BUILDABLE	7,127 S.F.
1st Floor	0
2nd Floor	760 S.F.
3rd Floor	760 S.F.
4th Floor	1,760 S.F.
Total	6,756 S.F.

⊕ SITE PLAN
106 W. Diversey Park

Nov 9, 2021


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 CHICAGO, ILLINOIS 60601
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 E-MAIL: hanna@hanna.com
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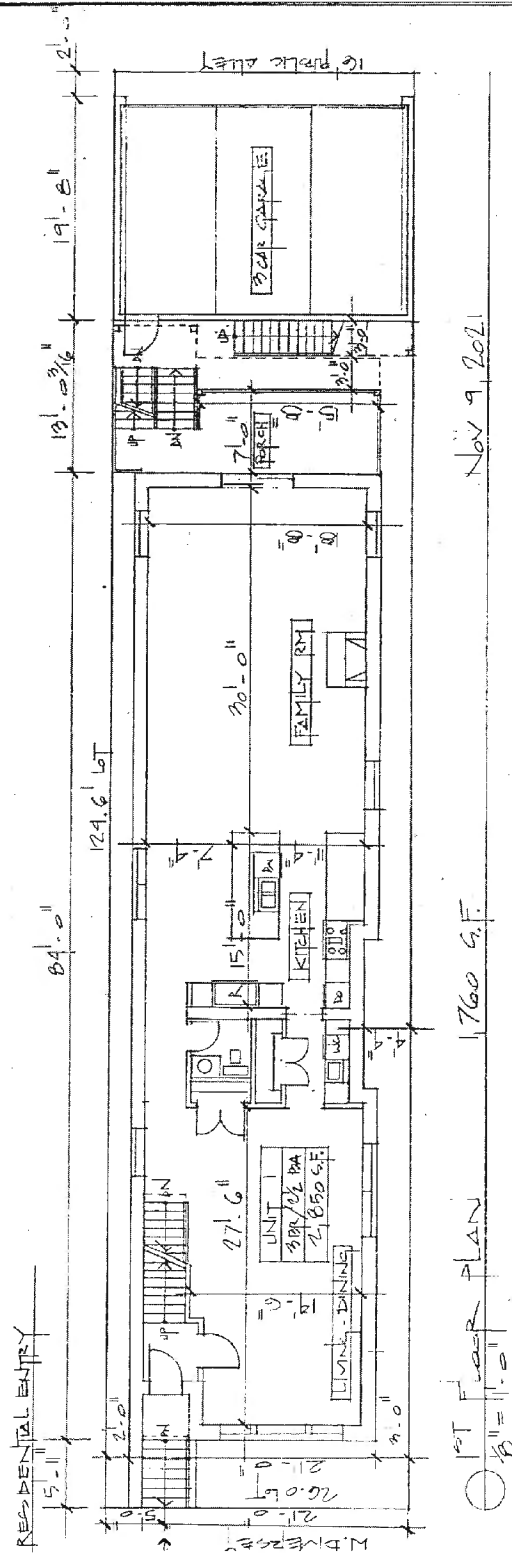


1" = 1'-0"
 BASEMENT FLOOR PLAN

Nov 9, 2021

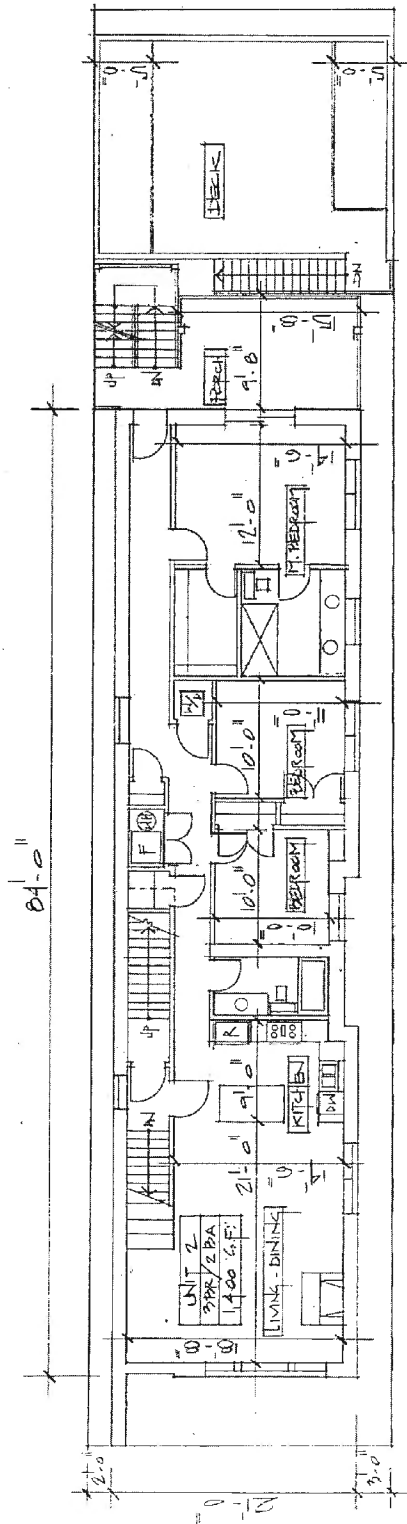
HAHANA
 1810 WASHINGTON
 CHICAGO, ILLINOIS 60602
 TEL: 312.756.1810
 FAX: 312.756.1811
 E-MAIL: hahana@hahana.com
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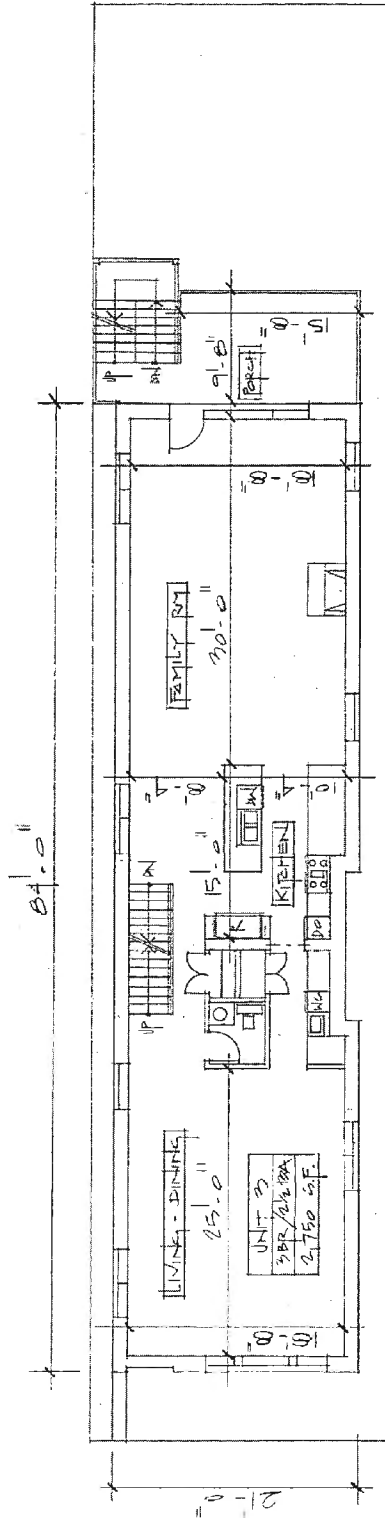
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2nd Floor Plan 176'-0"
 Nov 9, 2021

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 183 W. WASHINGTON
 CHICAGO, ILLINOIS 60602
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 FAX: 312.526.1235
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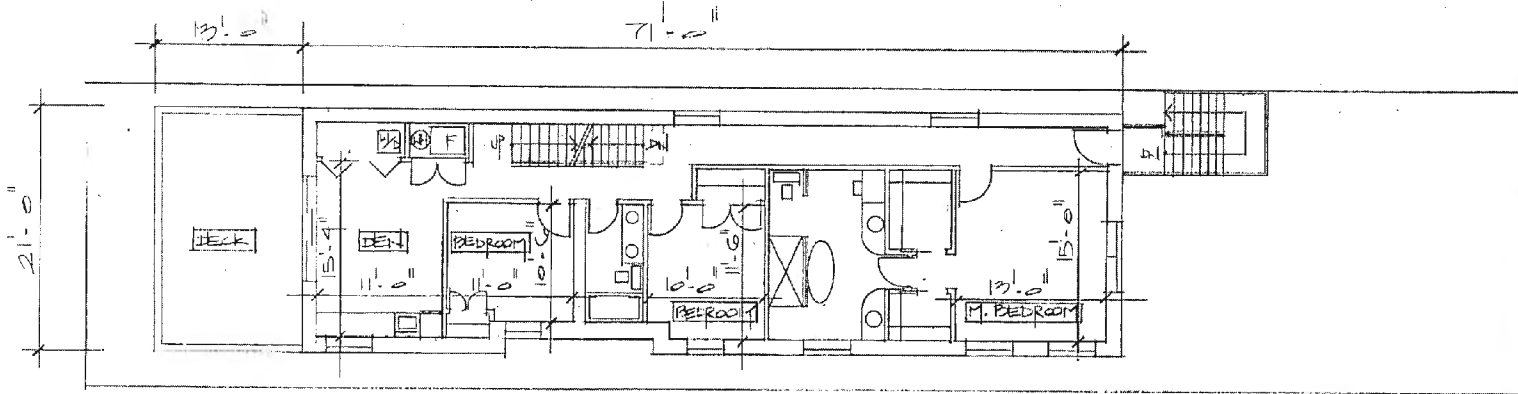


3/4R Floor Plan 1,760 S.F.
 1/8" = 1'-0"
 Nov 9, 2021

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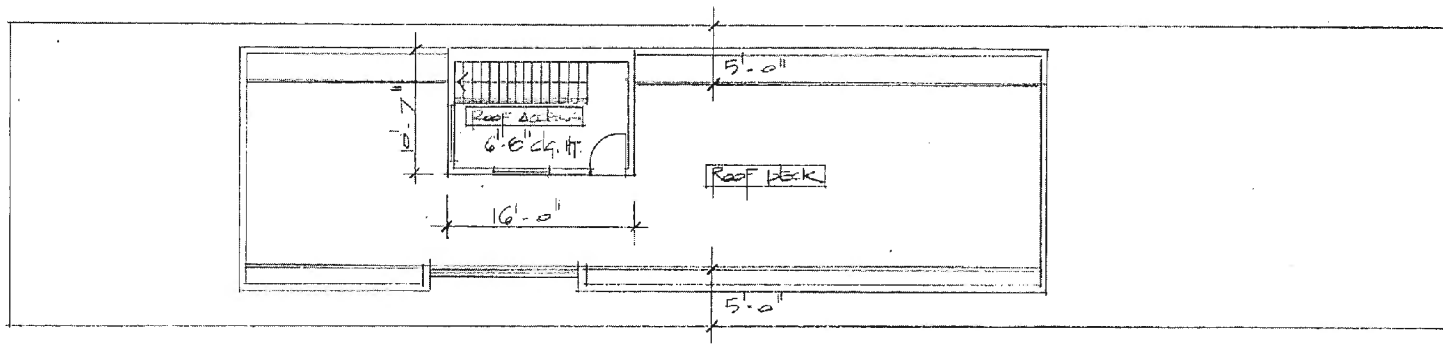


4TH FLOOR PLAN
1/8" = 1'-0"

1,476 S.F.

Nov 9, 2021

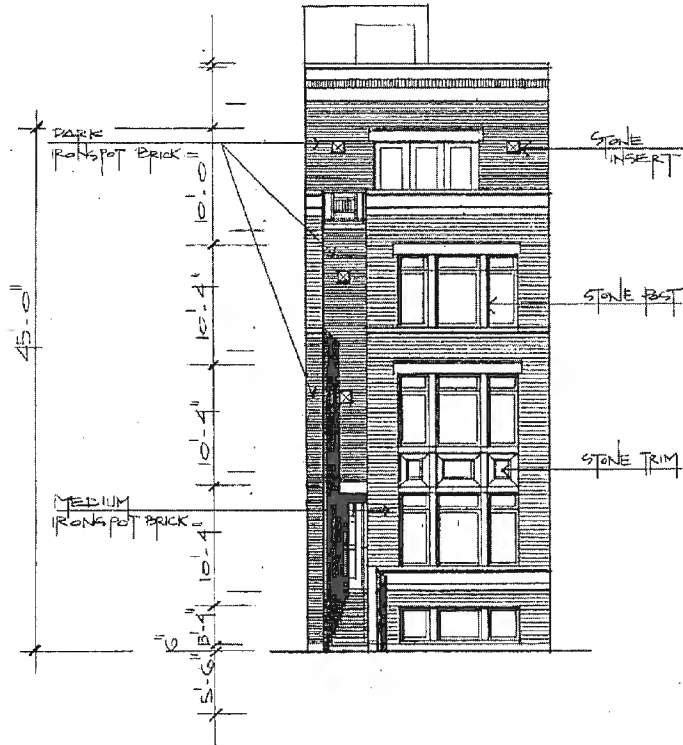
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○ Roof Plan
1/8" = 1'-0"

Nov 9, 2021

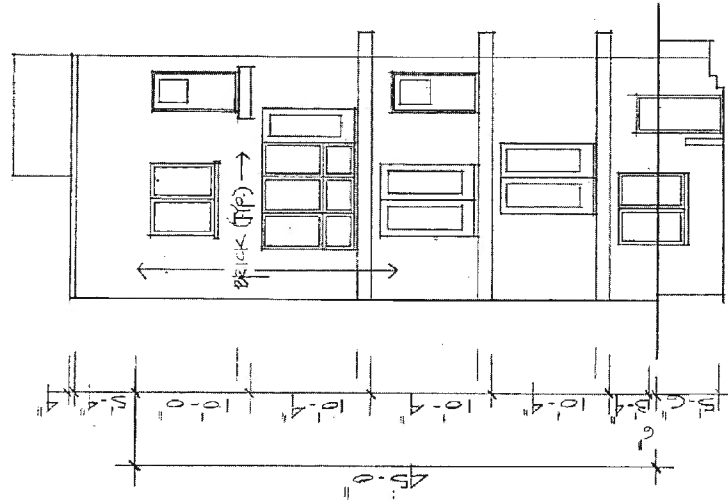
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FRONT ELEVATION
1/8" = 1'-0"
Nov 9, 2021

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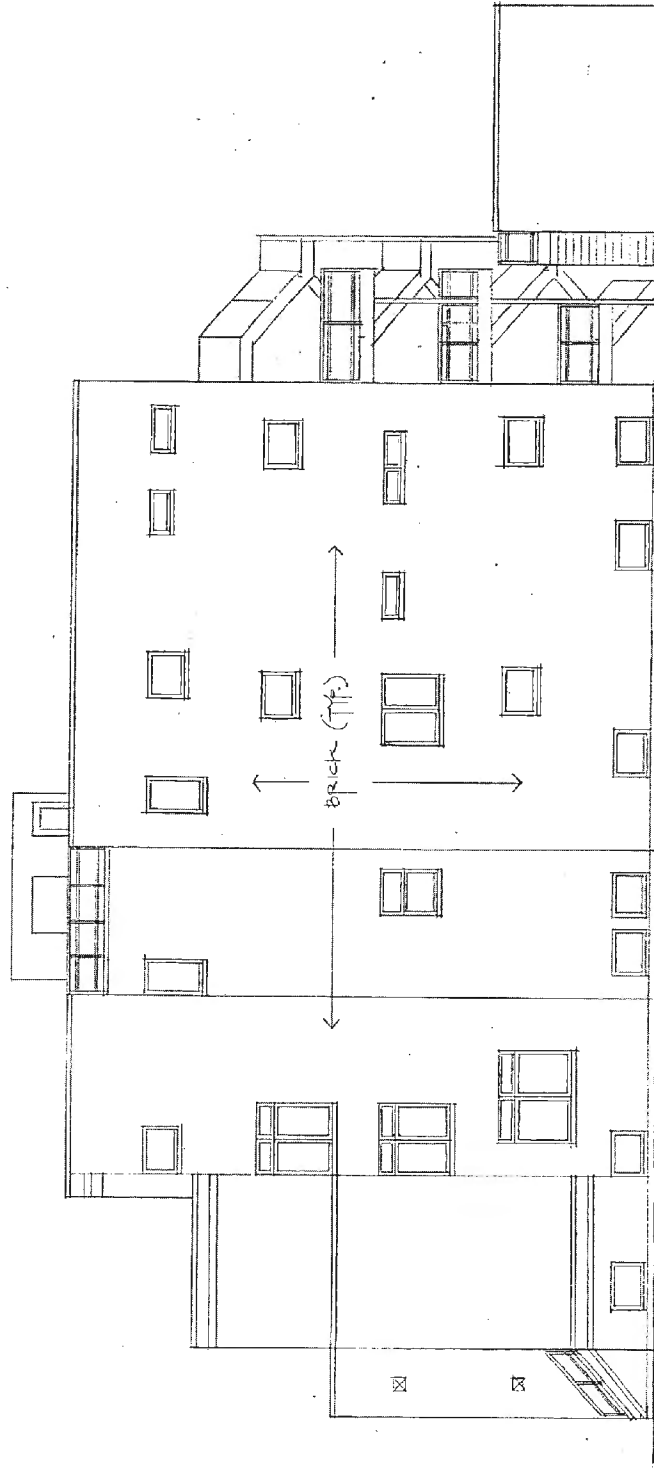
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REAR ELEVATION
 1/8" = 1'-0"
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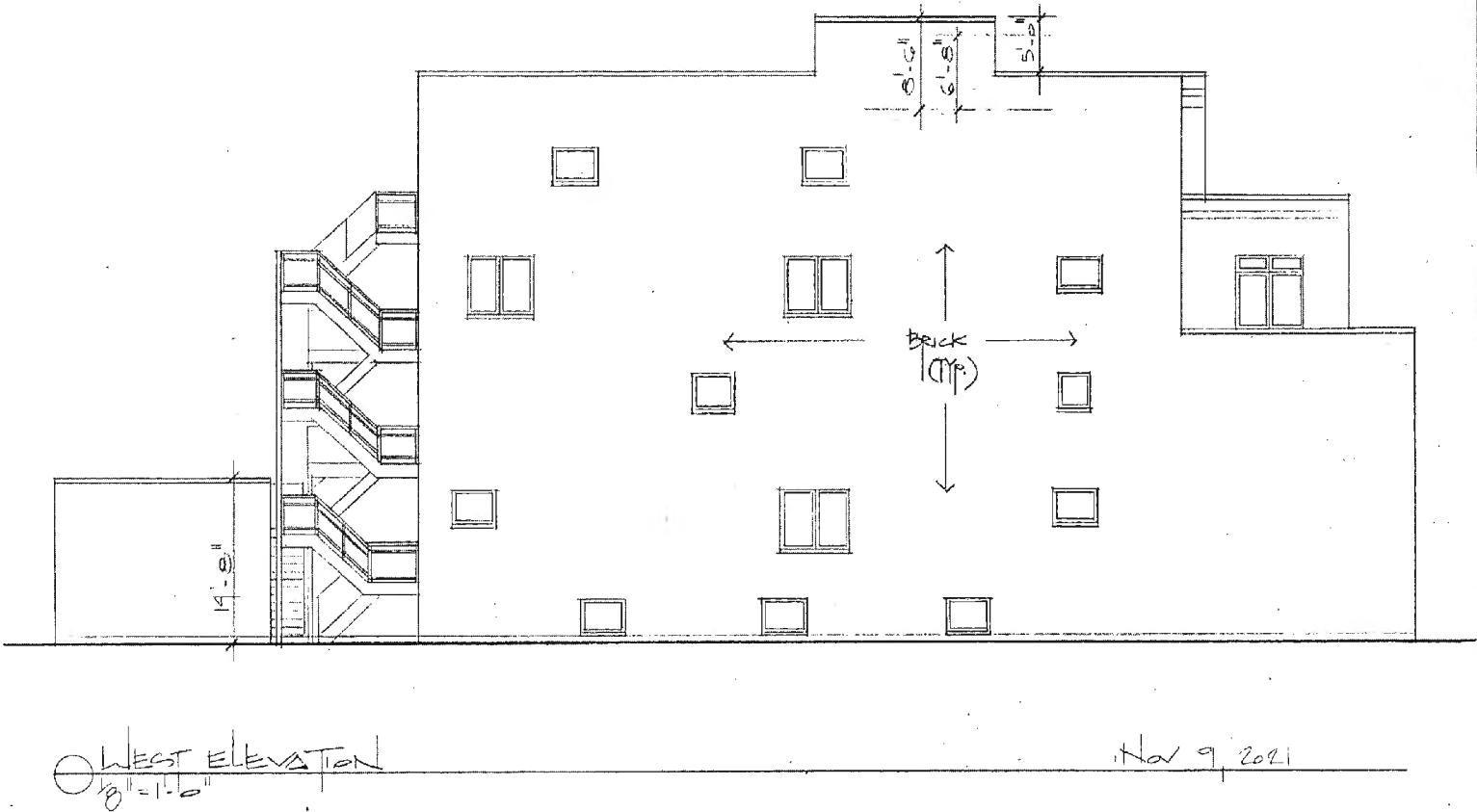
○ EAST ELEVATION
 1/8" = 1'-0"

Nov 9 2021

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6/21/2023

REPORTS OF COMMITTEES

1293

Reclassification Of Area Shown On Map No. 7-H.

(As Amended)

(Application No. 22166T1)

(Common Address: 2940 -- 2946 N. Leavitt St.)

[O2023-1563/SO2023-0001888]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 7-H in the area bounded by:

a line 145.45 feet north of and parallel to West Oakdale Avenue; North Leavitt Street; a line 70.45 feet north of and parallel to West Oakdale Avenue; and the alley next west of and parallel to North Leavitt Street,

to those of a C2-1 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Architectural Site Plan; Floor Plan; and Building
Depictions attached to this ordinance
printed on pages 1296 through
1304 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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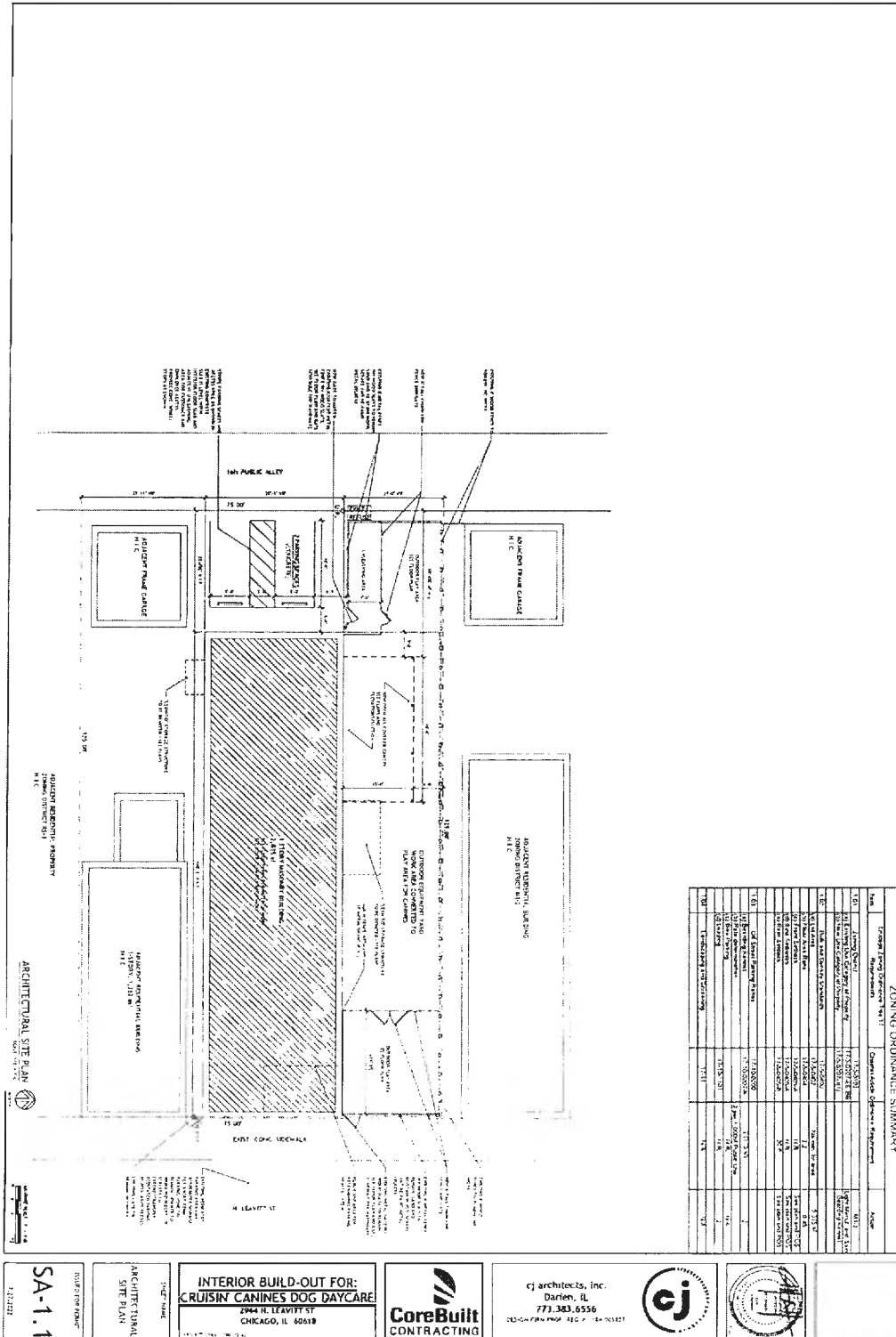
SUBSTITUTE PROJECT NARRATIVE AND PLANS (TYPE 1 REZONING)

Re: 2940-46 N. Leavitt Street

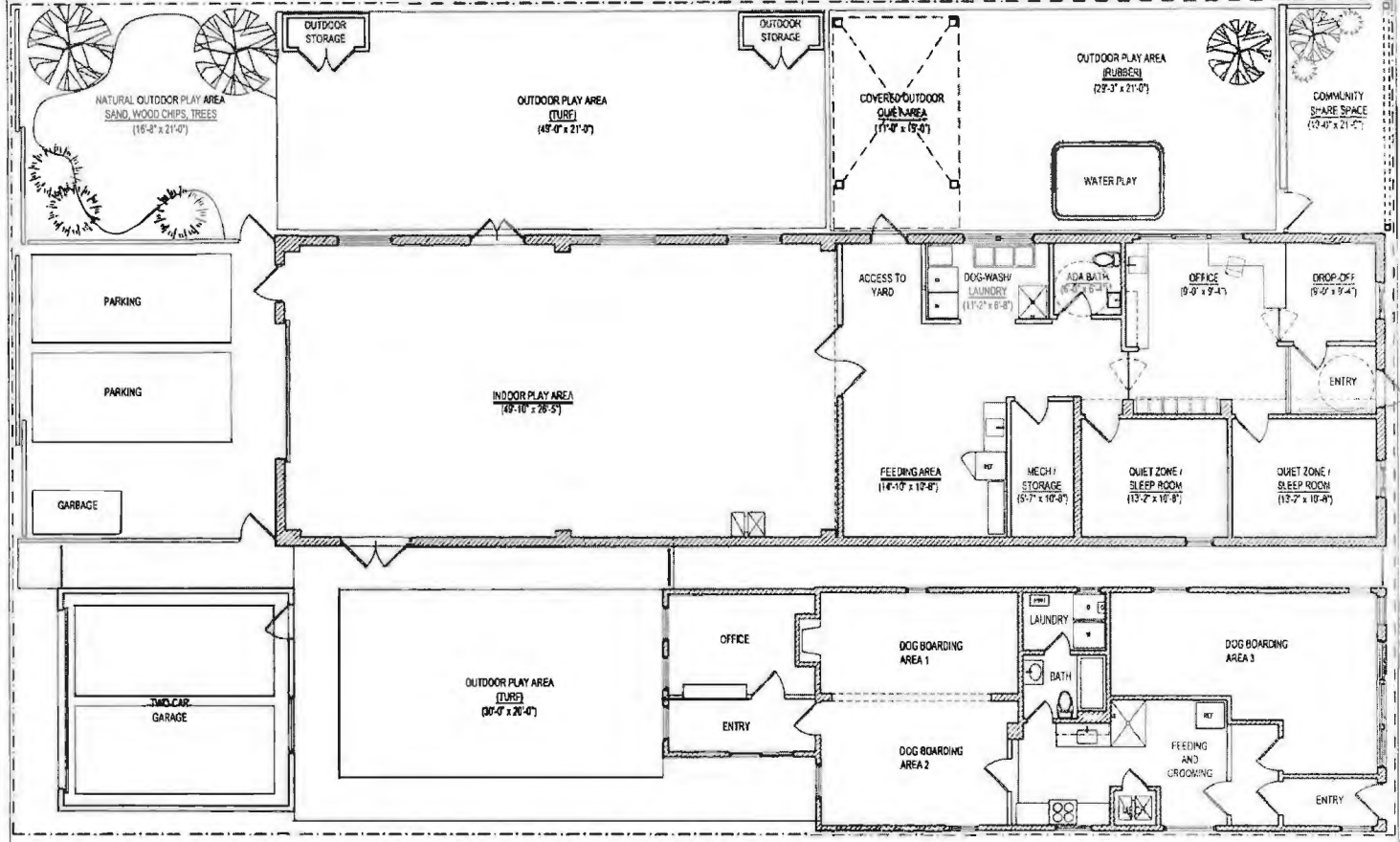
The Applicant seeks a change in zoning from M1-2 Limited Manufacturing / Business Park District to C2-1 Motor Vehicle-Related Commercial District, to allow for outdoor activities for an existing dog day care and boarding/kennel services business.

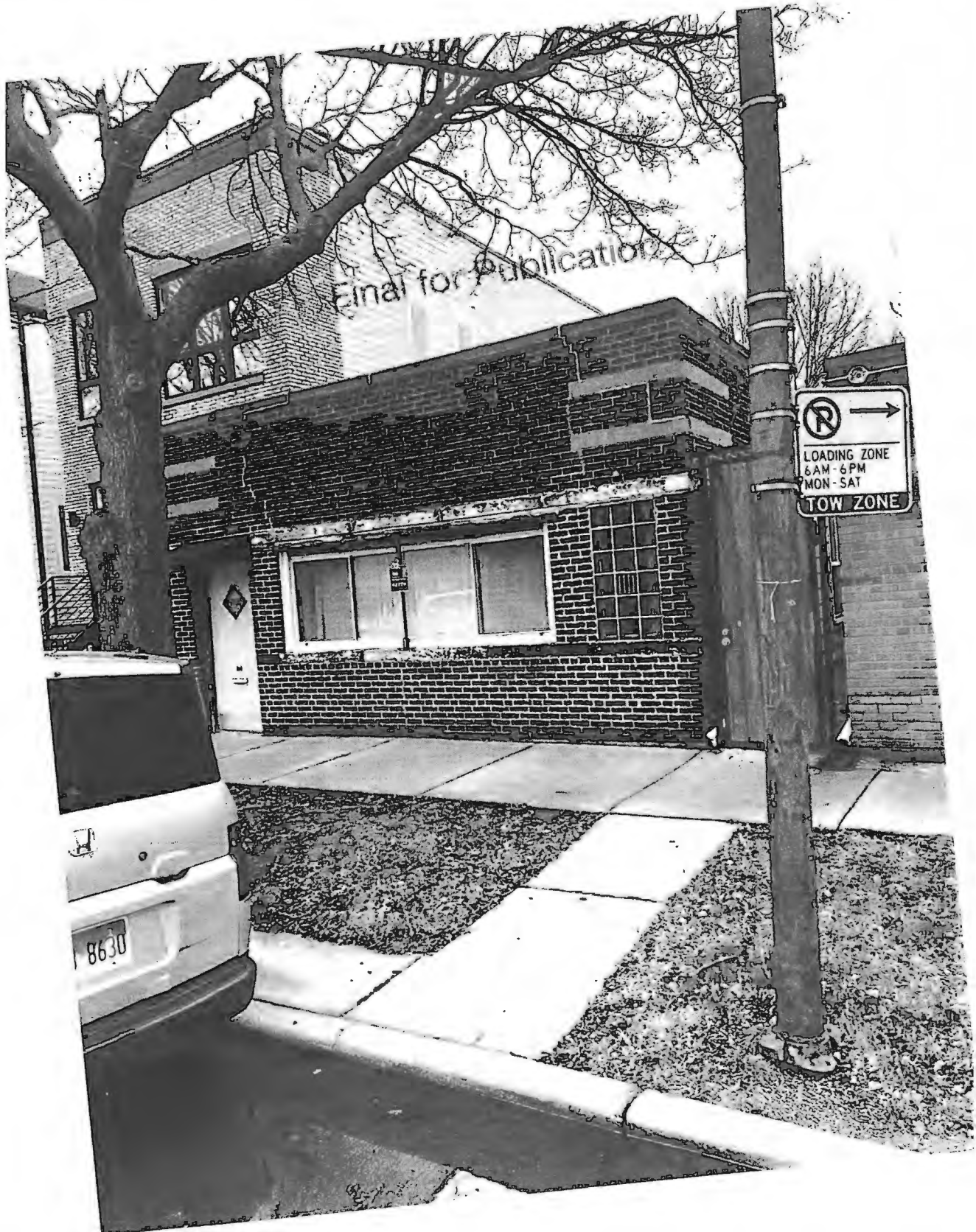
Lot Area:	9,375 square feet
Floor Area Ratio (Indoor):	Floor area of 2944 = 2,815 square feet Floor Area of 2940 = 1,362 square feet Aggregate Floor Area = 4,177 square feet Total FAR = 0.446
Density (Lot Area Per Dwelling):	N/A- No Dwelling Units
Off-Street Parking:	3 parking spaces
Setbacks	Multiple setbacks exist, and are all pre-existing. Most extreme (i.e., closest to each property line.), per Plat of Survey, are as follows: North = 20.45 feet South = 0.30 feet East = 0 feet West = 25.2 feet
Building Heights:	2940 N. Leavitt Street: 14 feet 2944 N. Leavitt Street: 12.33 feet

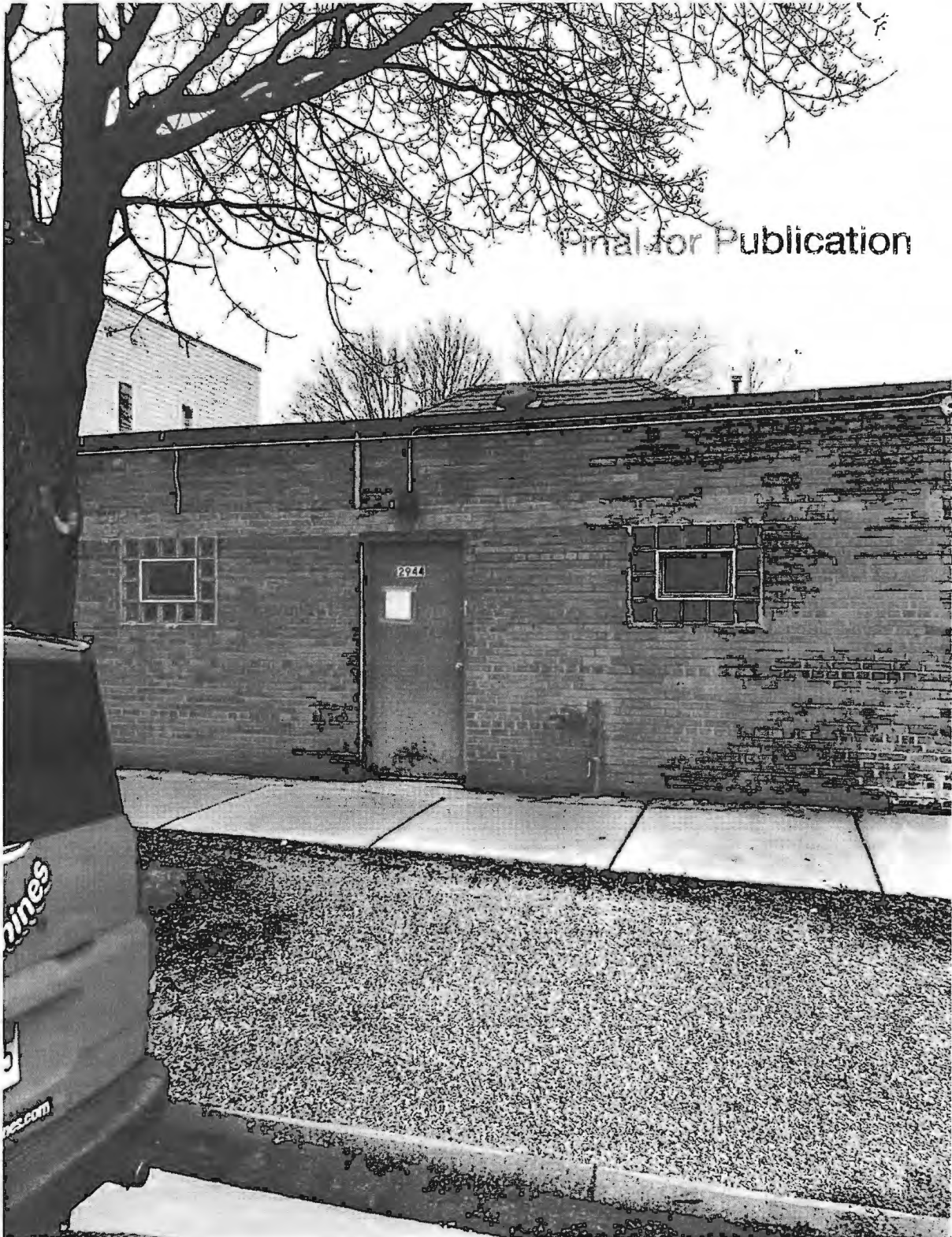
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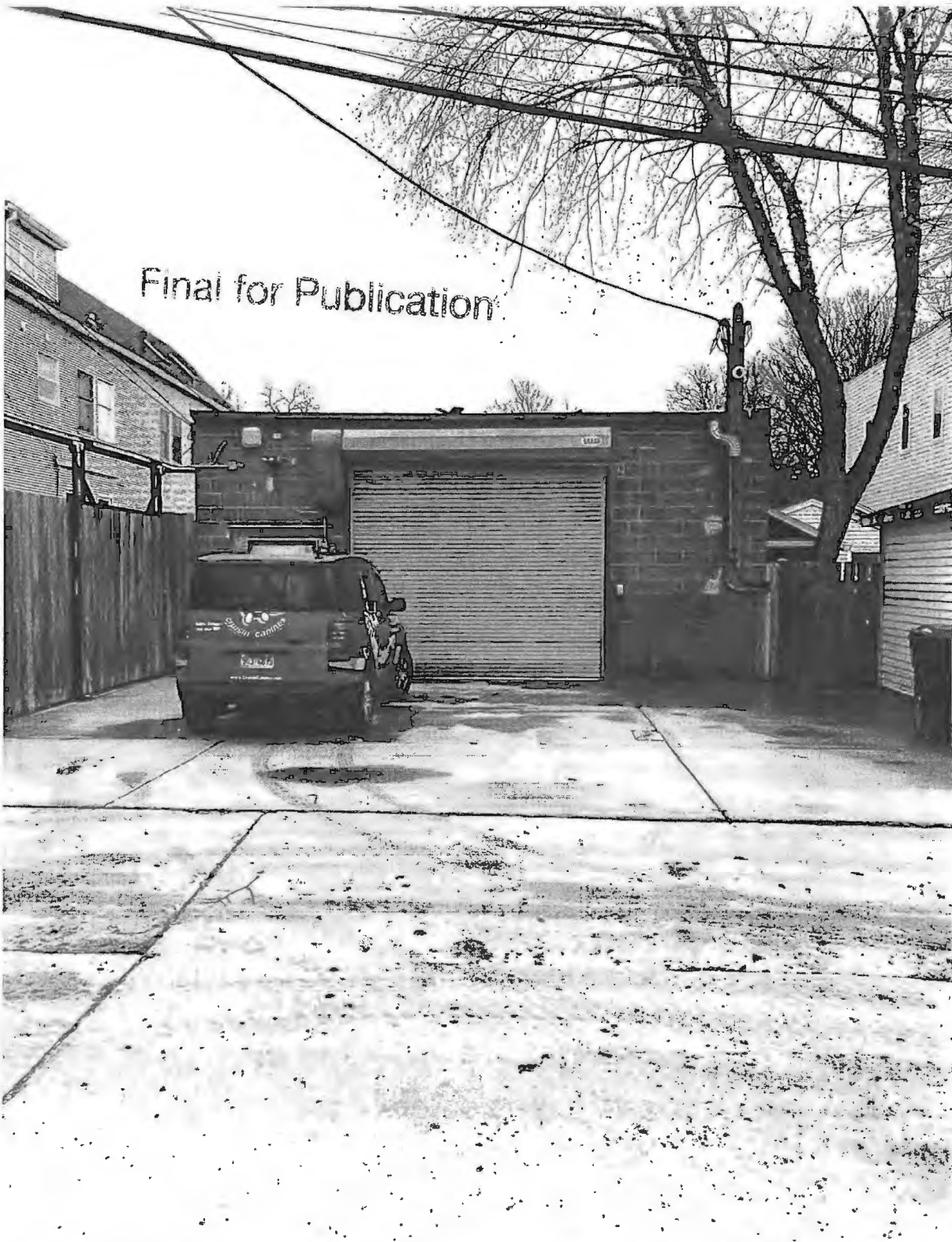


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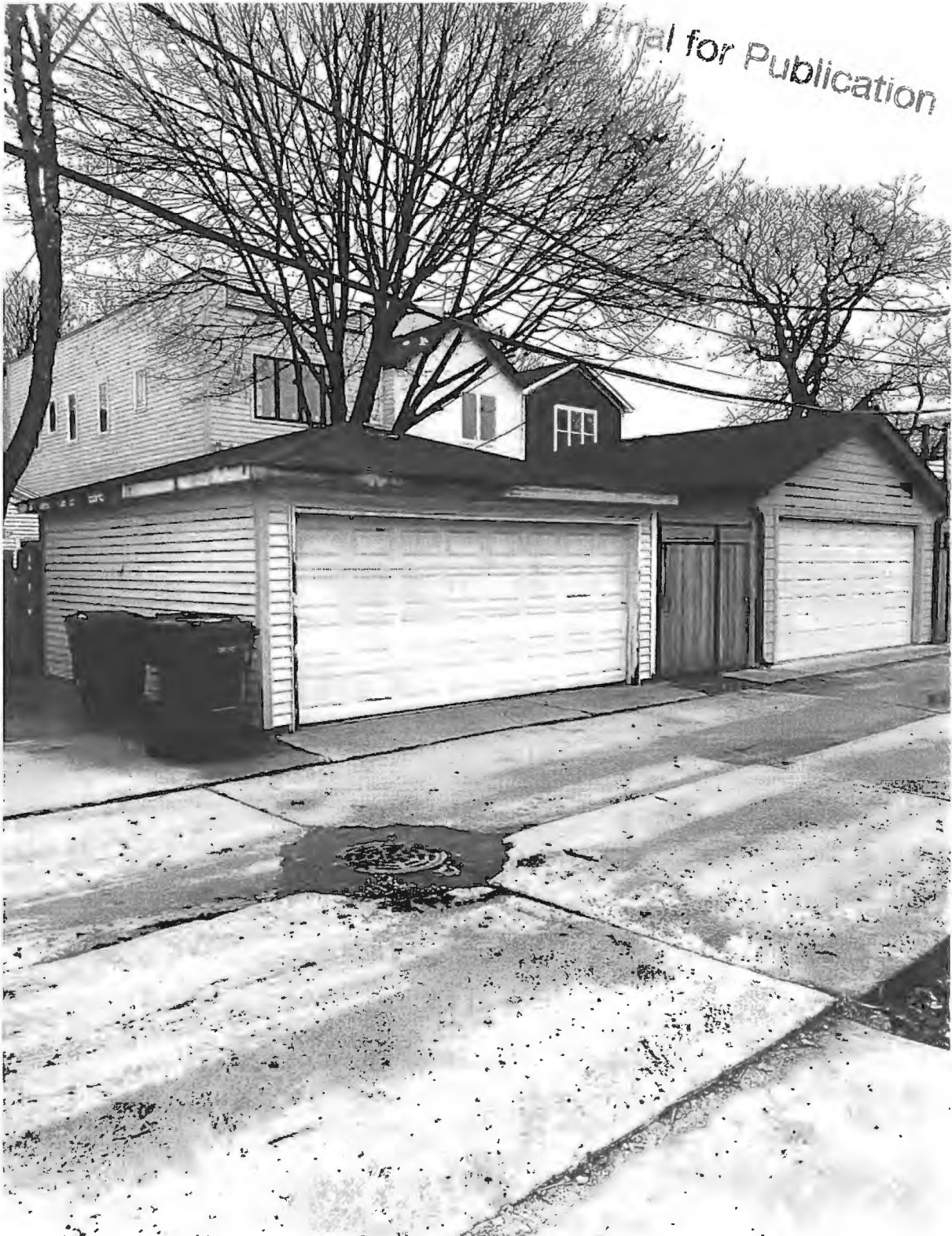


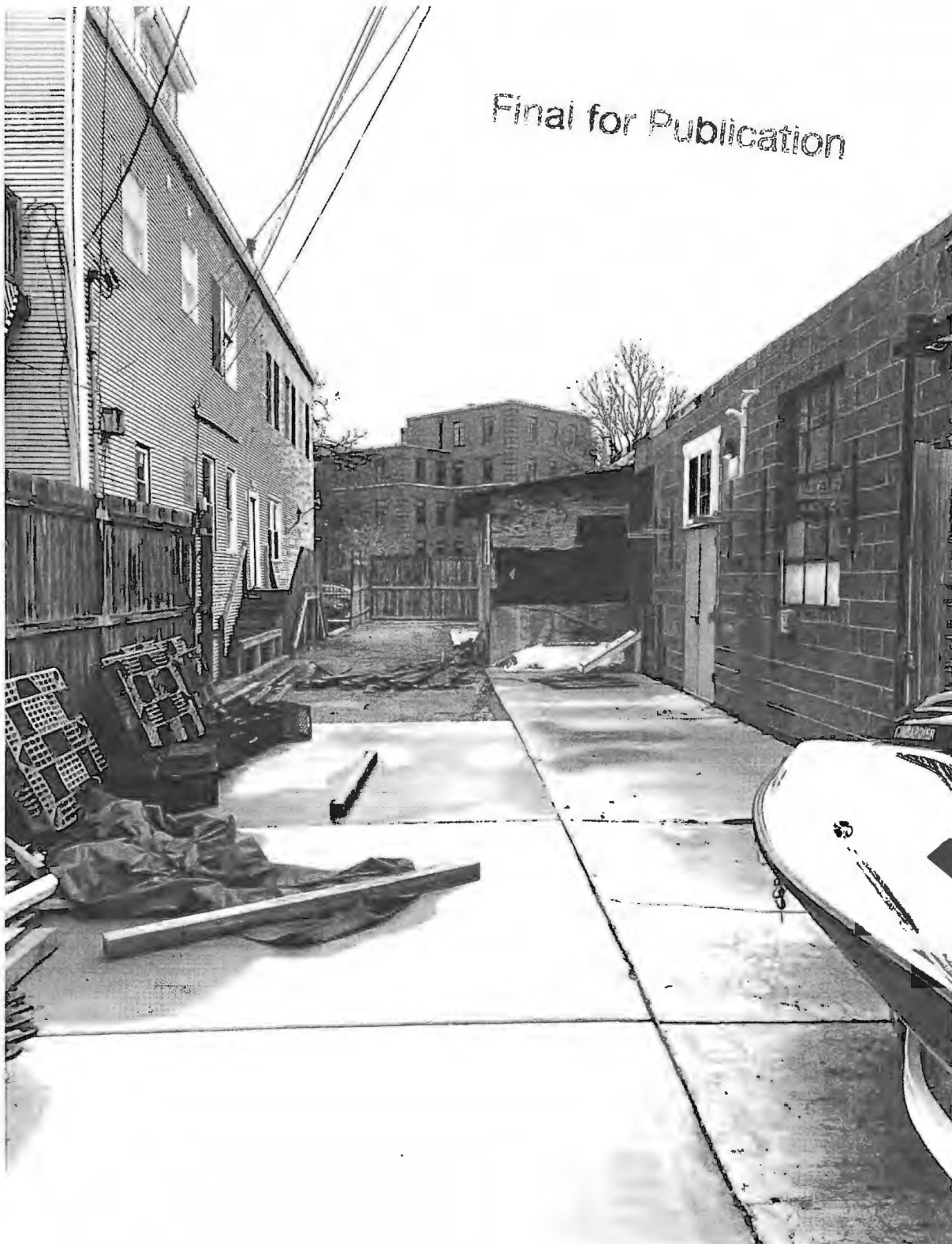


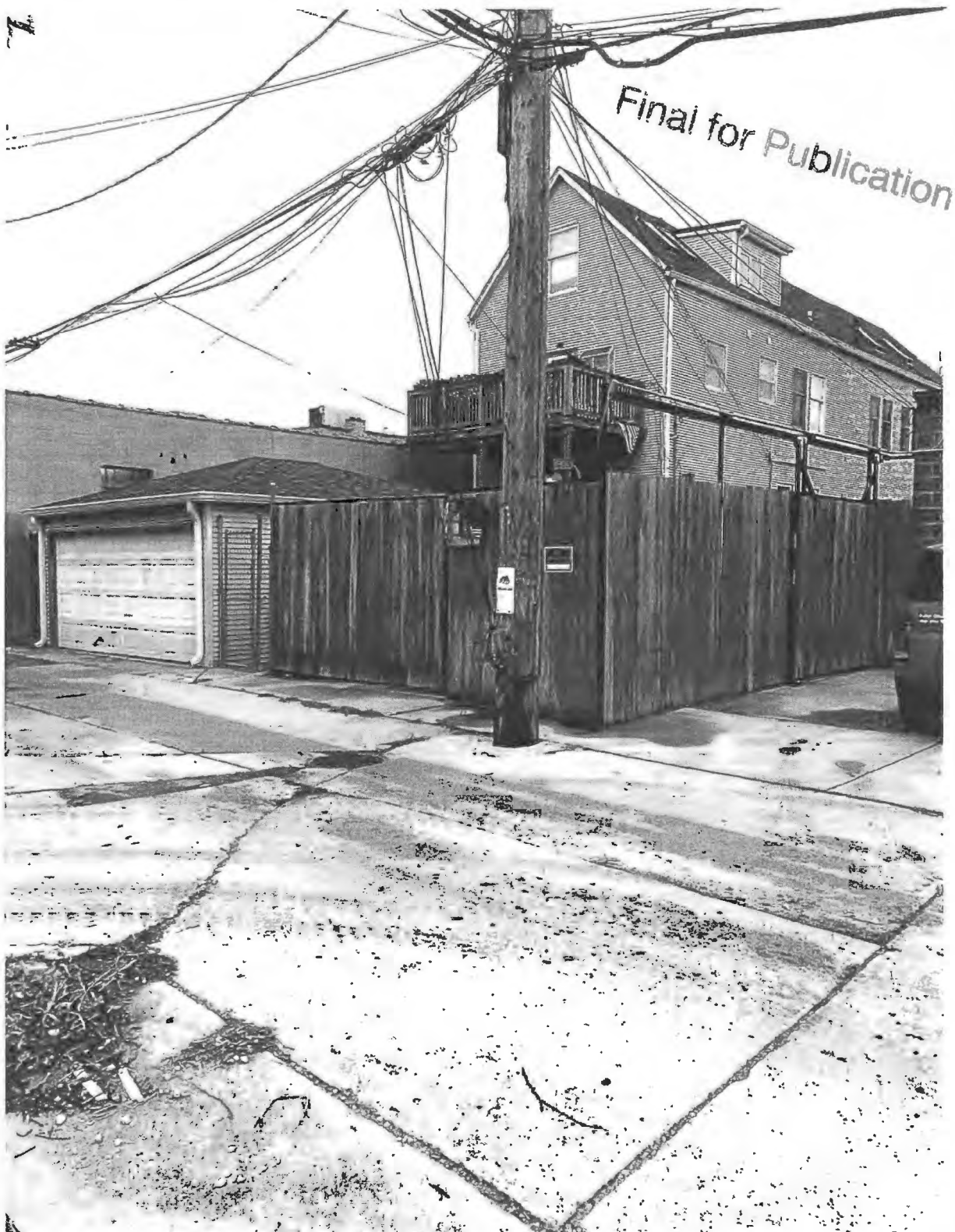


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Reclassification Of Area Shown On Map No. 7-H.

(Application No. 22186T1)

(Common Address: 2400 -- 2410 N. Oakley Ave./2300 -- 2308 W. Fullerton Ave.)

[O2023-2012/O2023-0001897]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 7-H in the area bounded by:

a line 120.0 feet north of and parallel to West Fullerton Avenue; North Oakley Avenue; West Fullerton Avenue; and the alley next west of and parallel to North Oakley Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Floor Plan; and North, South, East
and West Building Elevations attached to
this ordinance printed on pages
1307 through 1309
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

TYPE 1 ZONING AMENDMENT APPLICATION

PROJECT NARRATIVE AND PLANS

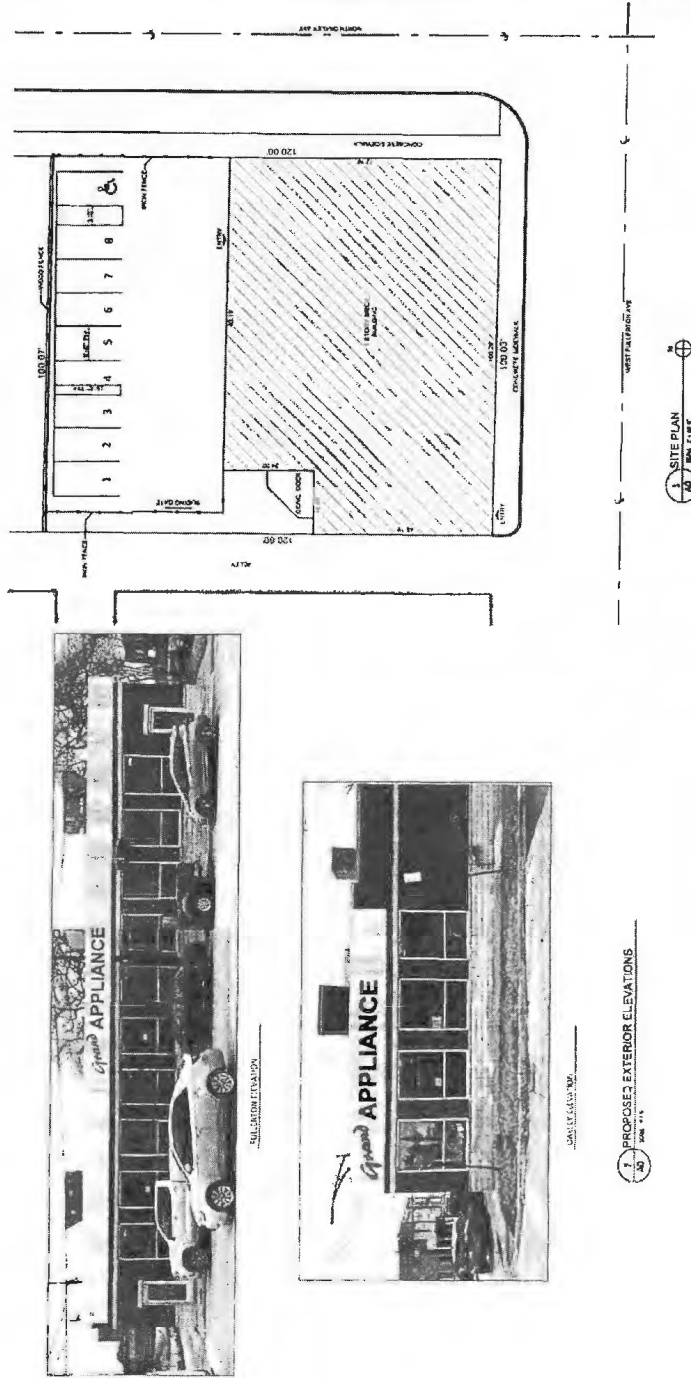
2400-2410 NORTH OAKLEY AVENUE / 2300-2308 WEST FULLERTON AVENUE

M1-2 Limited Manufacturing/Business Park District to C1-2 Neighborhood Commercial District

The Applicant seeks to rezone the Subject Property from M1-2 to C1-2 in order to allow for the business activity of general retail sales to be permitted. The existing one-story 6,821 square foot commercial structure will remain. The existing off-street parking lot will remain, providing nine off-street parking spaces. No changes will be made to the bulk, height or exterior structure of the building. No residential dwelling units are being proposed.

	EXISTING	PROPOSED
Lot Area	12,000 s.f.	same
Density - MLA	0 dwelling units	same
Off Street Parking	9 parking spaces	same
Rear Setback	0 feet	same
Side (south) Setback	0 feet	same
Side (north) Setback	47.8 feet	same
Front Setback	0 feet	same
FAR	0.57	same
Building Height	15'-8"	same

Final for Publication



DOBBINS 1000 N. LAKE STREET, SUITE 100 CHICAGO, IL 60611 TEL: (312) 555-1234 FAX: (312) 555-5678 WWW.DOBBS.COM		GRAND APPLIANCE CHICAGO 2105 N. LAKE STREET, SUITE 100 CHICAGO, IL 60611		SHEET NO. 1 TOTAL SHEETS 1
PROJECT NO. 2105-100 DATE 06/21/2023 DRAWN BY J. SMITH CHECKED BY M. JONES TITLE SITE PLAN		SCALE 1" = 10'		SHEET NO. 1 TOTAL SHEETS 1

Final for Publication

DOBBINS
ARCHITECTS
1111 GRAND TRUNK, SUITE 100
CHICAGO, IL 60605
TEL: 312.467.1111
WWW.DOBBSARCH.COM

PROJECT: 2023-001
DATE: 06/21/2023
DRAWN BY: JLM
CHECKED BY: JLM
TITLE: FLOOR PLAN

GRAND APPLIANCE CHICAGO
2023-001-001-001-001
CHICAGO, IL 60605

SCALE: 1/8" = 1'-0"

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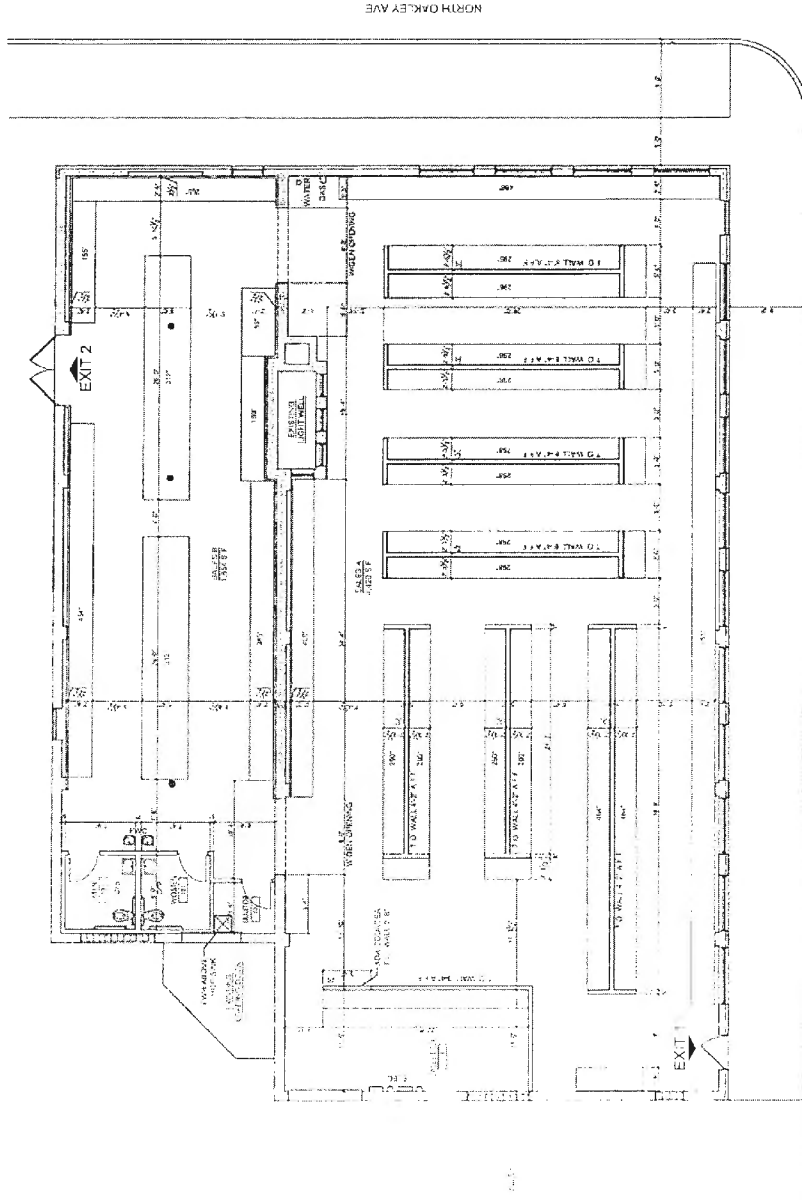
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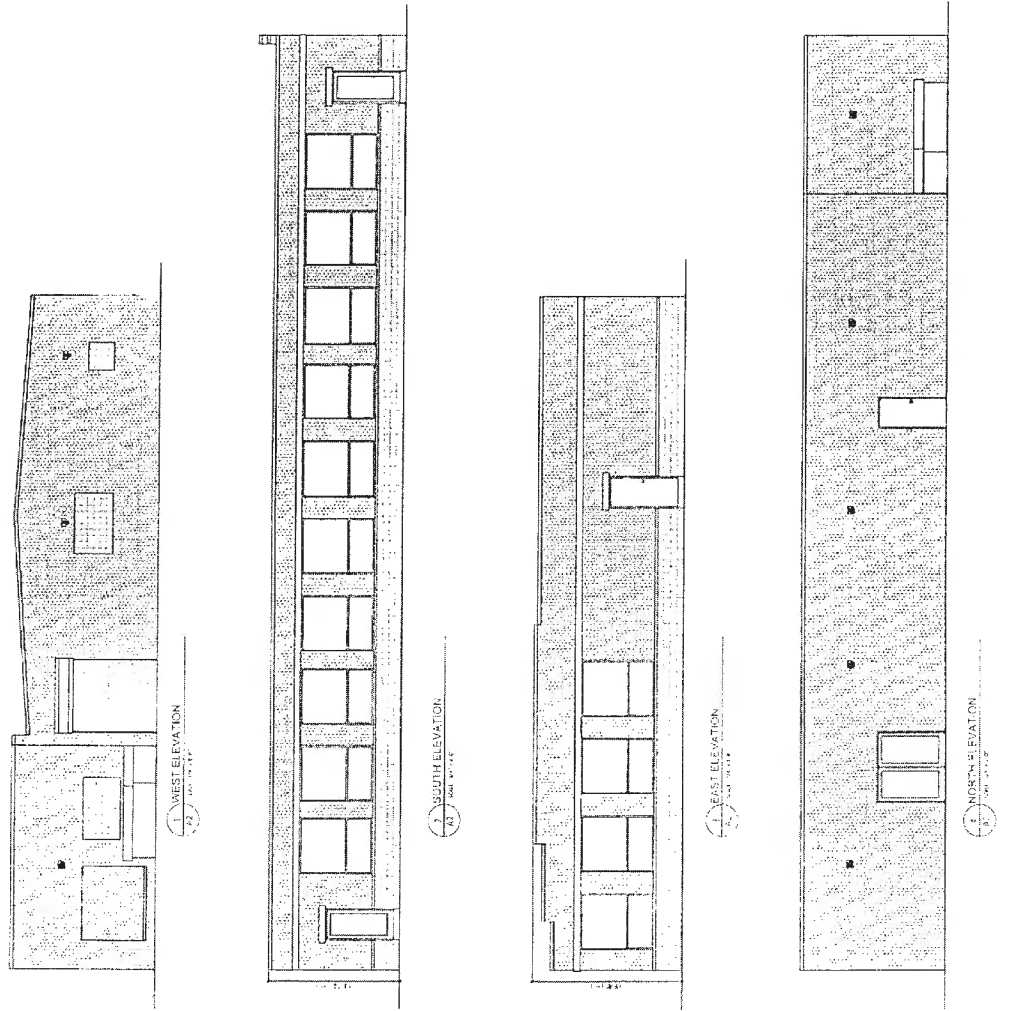
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Final for Publication



Reclassification Of Area Shown On Map No. 8-G.

(Application No. 22189)

(Common Address: 3316 -- 3318 S. Morgan St.)

[O2023-2018/O2023-0001900]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current B2-2 Neighborhood Shopping District symbols and indications as shown on Map Number 8-G in the area bounded by:

a line 507.58 feet south of and parallel to West 32nd Place; South Morgan Street; a line 554.08 feet south of and parallel to West 32nd Place; and the public alley next west of and parallel to South Morgan Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.

(Application No. 22182)

(Common Address: 3537 N. Racine Ave.)

[O2023-2007/O2023-0001896]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RM4.5 Residential Multi-Unit District symbols and indications as shown on Map Number 9-G in the area bounded by:

a line 50.0 feet north of West Eddy Street; the public alley next east of and parallel to North Racine Avenue; a line 25.0 feet north of West Eddy Street; and North Racine Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-H.

(Application No. 22150)

(Common Address: 3632 N. Ashland Ave.)

[O2023-1500/O2023-0001879]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 9-H in an area bounded by:

a line 246.00 feet south of and parallel to West Waveland Avenue; North Ashland Avenue; a line 271.00 feet south of and parallel to West Waveland Avenue; and the alley next west of and parallel to North Ashland Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-K.

(Application No. 22190)

(Common Address: 3316 -- 3318 N. Milwaukee Ave.)

[O2023-2022/O2023-0001901]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 9-K in the area bounded by:

a line 130 feet northwest of the west line of North Pulaski Road; North Milwaukee Avenue; a line 80 feet northwest of the west line of North Pulaski Road; and the public alley next southwest of and parallel to North Milwaukee Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 10-F.
(As Amended)

(Application No. 22078)

(Common Address: 4005 S. Dearborn St.)

[O2023-71/SO2023-0001909]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance is amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 10-F in the area bounded by:

West 40th Street; the alley next east of and parallel to South Dearborn Street; a line 59 feet south of and parallel to West 40th Street; and South Dearborn Street,

to those of a B1-2 Neighborhood Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 11-H.

(Application No. 22149)

(Common Address: 1844 W. Irving Park Rd.)

[O2023-1499/O2023-0001878]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 11-H in an area bounded by:

the alley next north of and parallel to West Irving Park Road; a line 81.20 feet east of and parallel to North Wolcott Avenue; West Irving Park Road; and a line 56.20 feet east of and parallel to North Wolcott Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 12-E.
(As Amended)
(Application No. 20951T1)
(Common Address: 5339 -- 5353 S. State St. And 2 -- 16 E. 54th St.)
[O2022-633/SO2023-0001869]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 12-E in the area bounded by:

a line 148.0 feet north of the north line of East 54th Street; the public alley next east of and parallel to South State Street; East 54th Street; and South State Street,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; and North, South, East and West Building
Elevations attached to this ordinance
printed on pages 1315
through 1317 of this
Journal.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Substitute
Narrative and Plans
for
5339-5353 S. State Street and 2-16 East 54th Street
M1-2 to B3-2

A. The applicant proposes to rezone the subject property from M1-2 Limited Manufacturing/Business Park District to B3-2 Community Shopping District. The subject property is currently vacant. The purpose of the zoning amendment is to permit the applicant to construct a new approximately 30,000 square foot facility for a dance studio and performance space. There will be 5 parking spaces at the property. The building will be 2 stories and not exceed 49 feet in height. The subject property is a Transit Served Location based on proximity to the Garfield Boulevard and the number 55 Bus Line. The applicant is seeking the following relief: (i) parking relief for a Transit-Served Locations in accordance with 17-10-0102-B.

B. Lot Area	23,835 square feet
C. FAR	2.2
D. Number of Dwelling Units	0 dwelling units
E. Density (Lot area per dwelling unit)	0 dwelling units
F. Building Height	Not to exceed 49 feet
G. Front setback	0'
H. Side setback	0'
I. Side setback	0'
I. Rear Setback	0'
J. Parking*	5 parking spaces

*Parking relief for a Transit-Served Locations in accordance with 17-10-0102-B.

[illegible]

ELEVATIONS

A201

Reclassification Of Area Shown On Map No. 12-F.

(Application No. 22176)

(Common Address: 5401 -- 5437 S. Federal St.)

[O2023-1573/O2023-0001893]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District and RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 12-F in the area bounded by:

West 54th Street; the alley next east of South Federal Street; a line 403.45 feet south of West 54th Street (as measured along the east right-of-way line of South Federal Street and perpendicular thereto); and South Federal Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 13-H.

(Application No. 22164T1)

(Common Address: 2306 -- 2312 W. Ainslie St.)

[O2023-1561/O2023-0001886]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-H in an area bounded by:

the alley next north of and parallel to West Ainslie Street; a line 46.50 feet west of and parallel to North Oakley Avenue; a line 76.50 feet north of and parallel to West Ainslie Street; a line 54.00 feet west of and parallel to North Oakley Avenue; a line 67.50 feet north of and parallel to West Ainslie Street; a line 62.00 feet west of and parallel to North Oakley Avenue; West Ainslie Street; and a line 140.29 feet west of and parallel to North Oakley Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Code Matrix, Notes and Site Plan; Proposed First, Second and Third Floor Plans; and Proposed North, South, East and West Building Elevations attached to this ordinance printed on pages 1320 through 1327 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Narrative and Plans
Type-1 Zoning Map Amendment
For 2306-12 W Ainslie St

Applicant seeks a Zoning Change from RS-3 to RM-5 to allow the subdivision of one zoning lot into two zoning lots to repurpose the former parish rectory into a 12 dwelling-unit residential building. The applicant will utilize the 3 existing parking spaces and provide 9 bike spaces.

FAR	1.45
Building Area	13,497 Square Feet
Density (MLA)	776.6 / unit
Lot Area	9,319 Square Feet
Building Height	42 Feet and 10 Inches
Front Setback	42.50 Feet
Rear Setback	5.99 Feet
East Side Setback	5.69 Feet
West Side Setback	3.59 Feet
*Parking	3 Existing Spaces and 9 Proposed Bike Spaces

* Applicant will seek an administrative adjustment to reduce the number of parking spaces pursuant to 17-10-0102-B as a Transit Served Location.

Final for Publication

CONVERSION OF EXISTING MASONRY RECTORY BUILDING INTO
12 D.U. MULTI FAMILY RESIDENCES WITH BASEMENT & NEW FRAME DORMER,
SPRINKLER SYSTEM TO BE INSTALLED PER PLANS

CODE MATRIX

ITEM	DESCRIPTION	SECTION	DATE	REVISION
1	1.01 GENERAL NOTES	1.01	06/21/2023	1
2	1.02 EXISTING CONDITIONS	1.02	06/21/2023	1
3	1.03 NEW FRAME DORMER	1.03	06/21/2023	1
4	1.04 BASEMENT	1.04	06/21/2023	1
5	1.05 SPRINKLER SYSTEM	1.05	06/21/2023	1
6	1.06 ELECTRICAL	1.06	06/21/2023	1
7	1.07 PLUMBING	1.07	06/21/2023	1
8	1.08 MECHANICAL	1.08	06/21/2023	1
9	1.09 FINISHES	1.09	06/21/2023	1
10	1.10 LANDSCAPE	1.10	06/21/2023	1
11	1.11 UTILITIES	1.11	06/21/2023	1
12	1.12 SIGNAGE	1.12	06/21/2023	1
13	1.13 ACCESSIBILITY	1.13	06/21/2023	1
14	1.14 HISTORIC PRESERVATION	1.14	06/21/2023	1
15	1.15 OTHER	1.15	06/21/2023	1

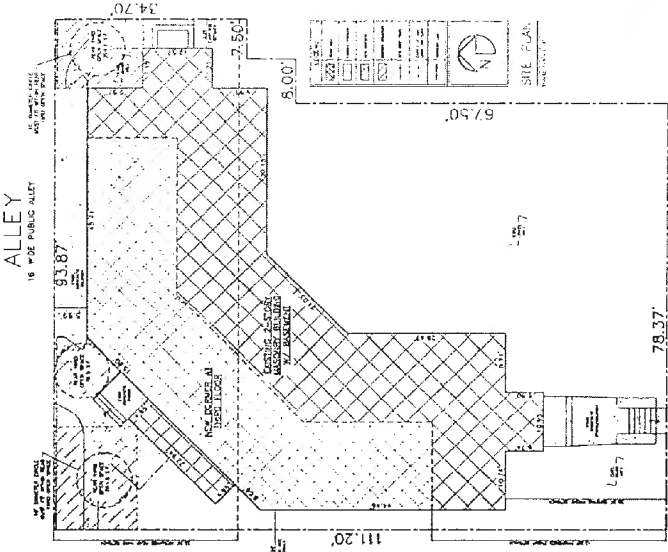
NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
2. THE EXISTING BUILDING SHALL BE DEMOLISHED TO THE BASEMENT LEVEL.
3. THE NEW FRAME DORMER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
4. THE BASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
5. THE SPRINKLER SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
6. THE ELECTRICAL SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
7. THE PLUMBING SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
8. THE MECHANICAL SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
9. THE FINISHES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
10. THE LANDSCAPE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
11. THE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
12. THE SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
13. THE ACCESSIBILITY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
14. THE HISTORIC PRESERVATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.
15. OTHER WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS AND STANDARDS.

INDEX OF DRAWINGS

- 1.01 GENERAL NOTES
- 1.02 EXISTING CONDITIONS
- 1.03 NEW FRAME DORMER
- 1.04 BASEMENT
- 1.05 SPRINKLER SYSTEM
- 1.06 ELECTRICAL
- 1.07 PLUMBING
- 1.08 MECHANICAL
- 1.09 FINISHES
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- 1.11 UTILITIES
- 1.12 SIGNAGE
- 1.13 ACCESSIBILITY
- 1.14 HISTORIC PRESERVATION
- 1.15 OTHER

SITE PLAN



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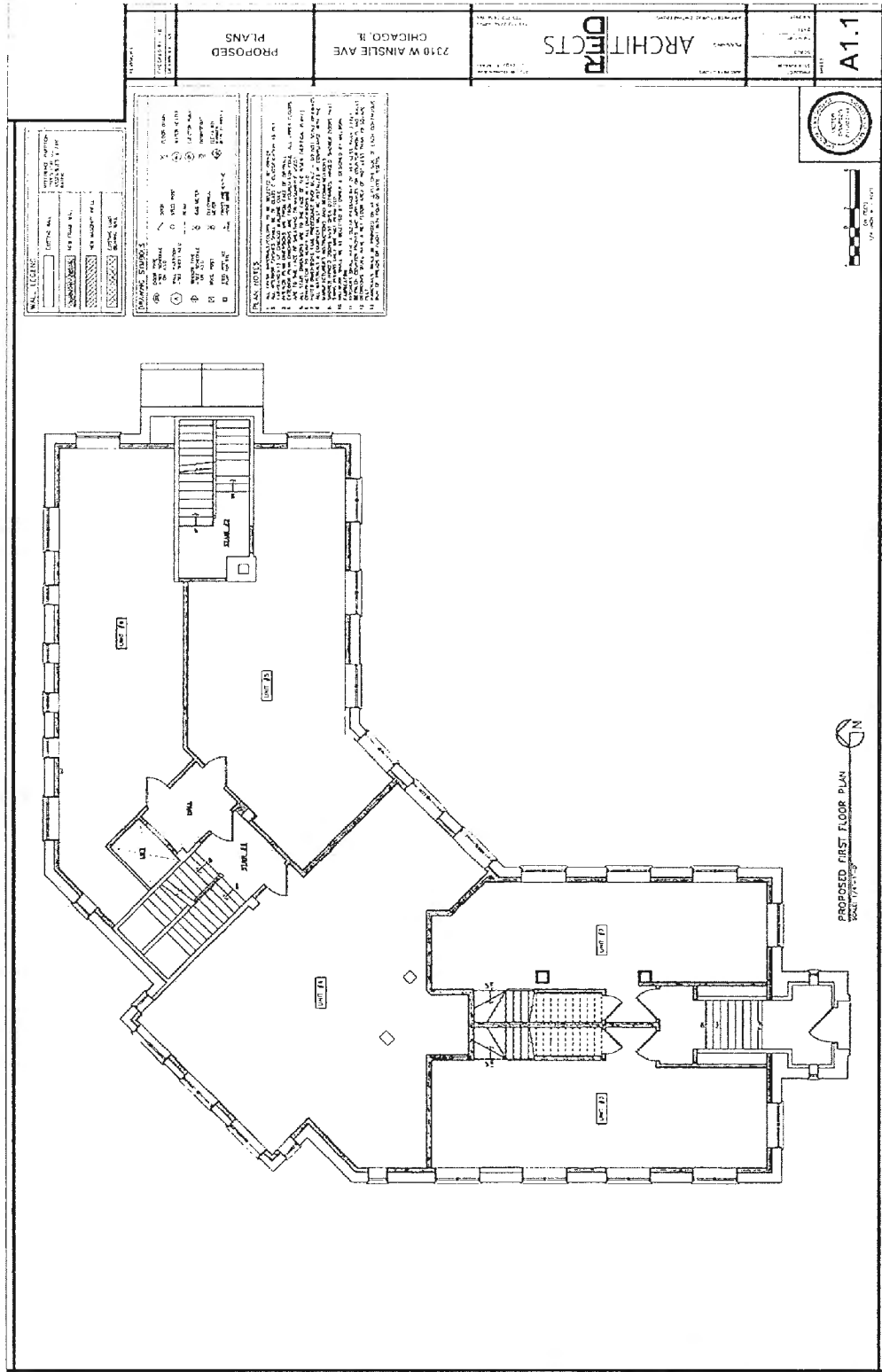
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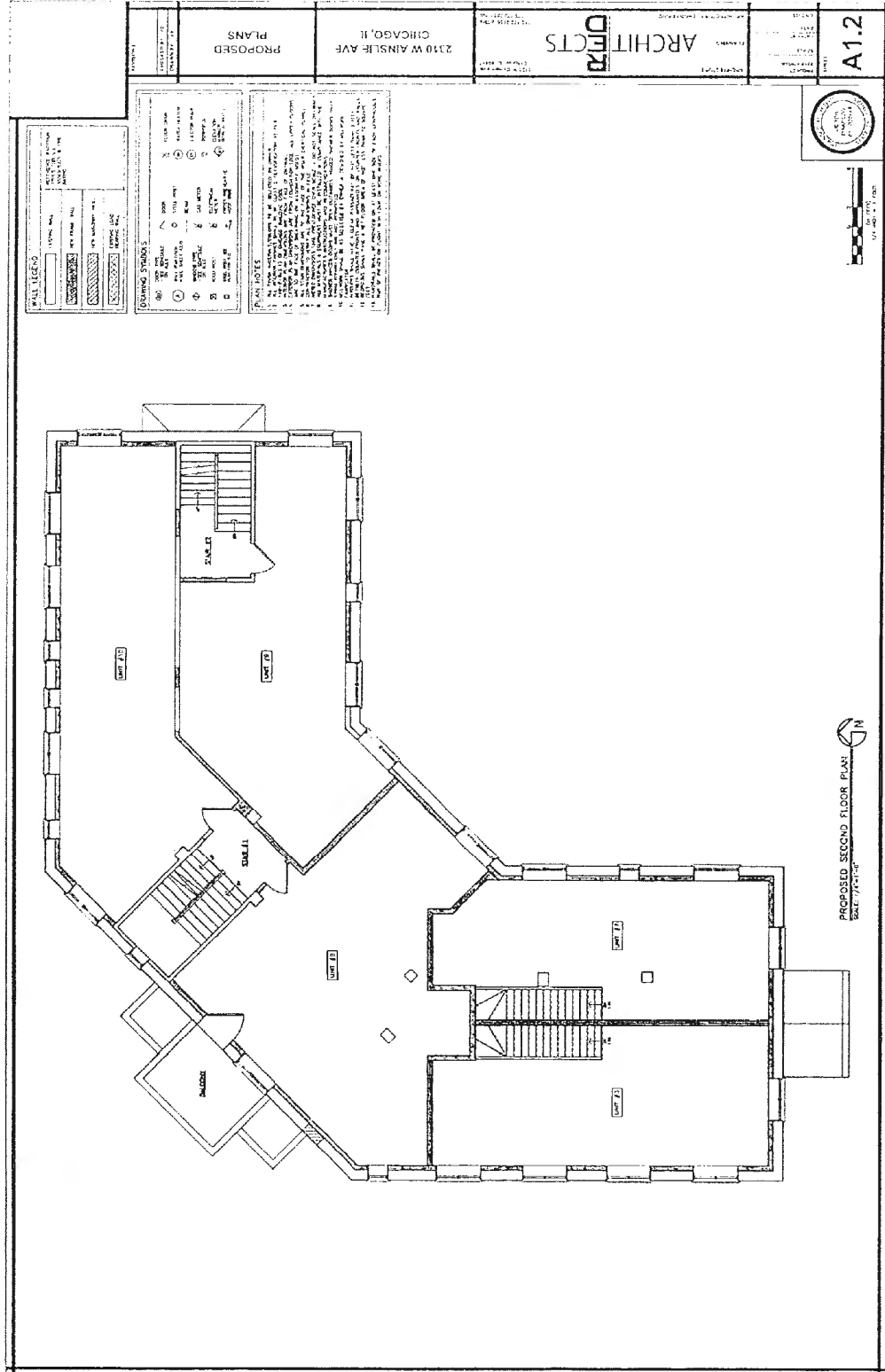
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1.12 SIGNAGE
1.13 ACCESSIBILITY
1.14 HISTORIC PRESERVATION
1.15 OTHER

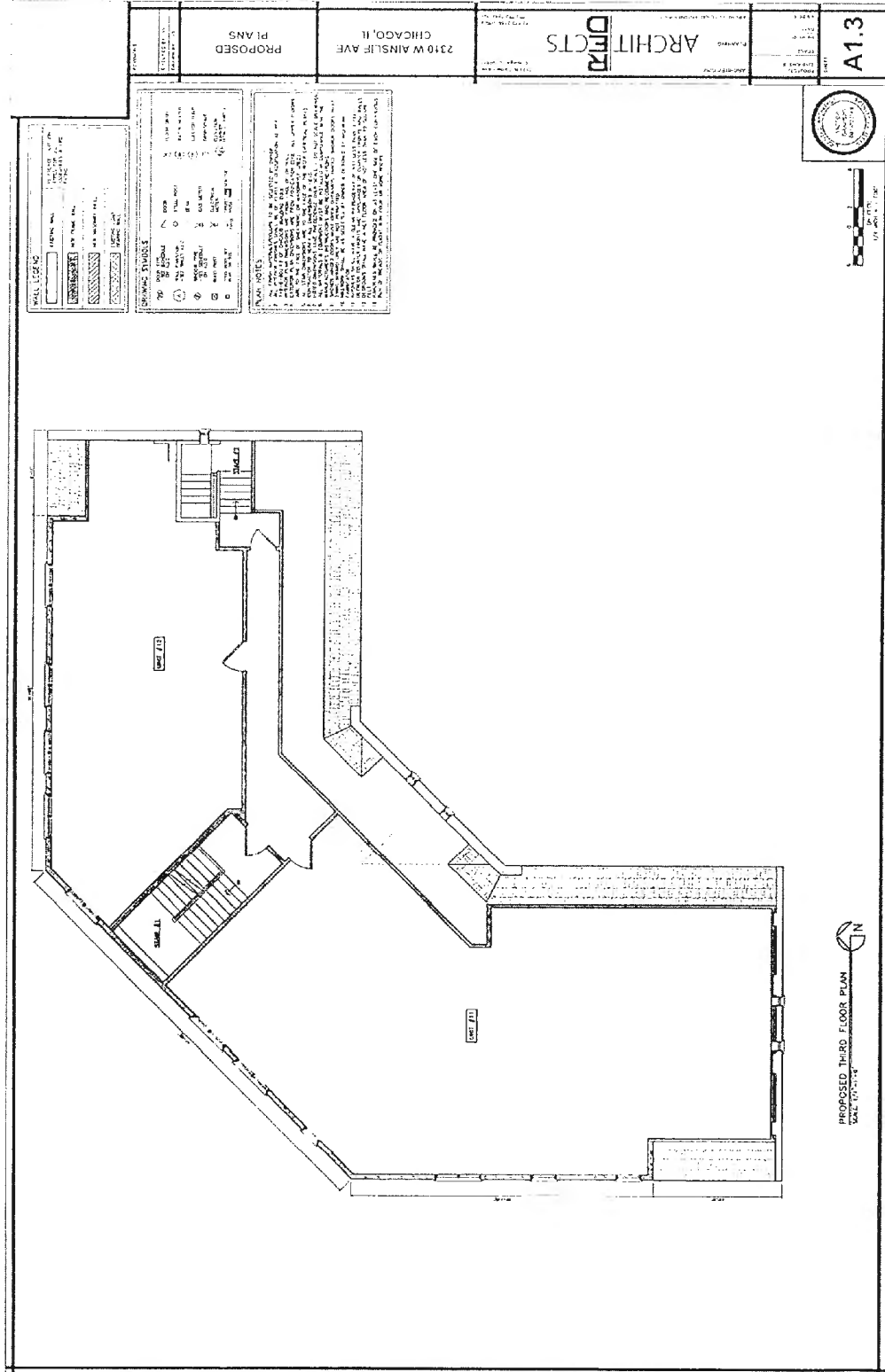
THE UNIVERSITY OF CHICAGO



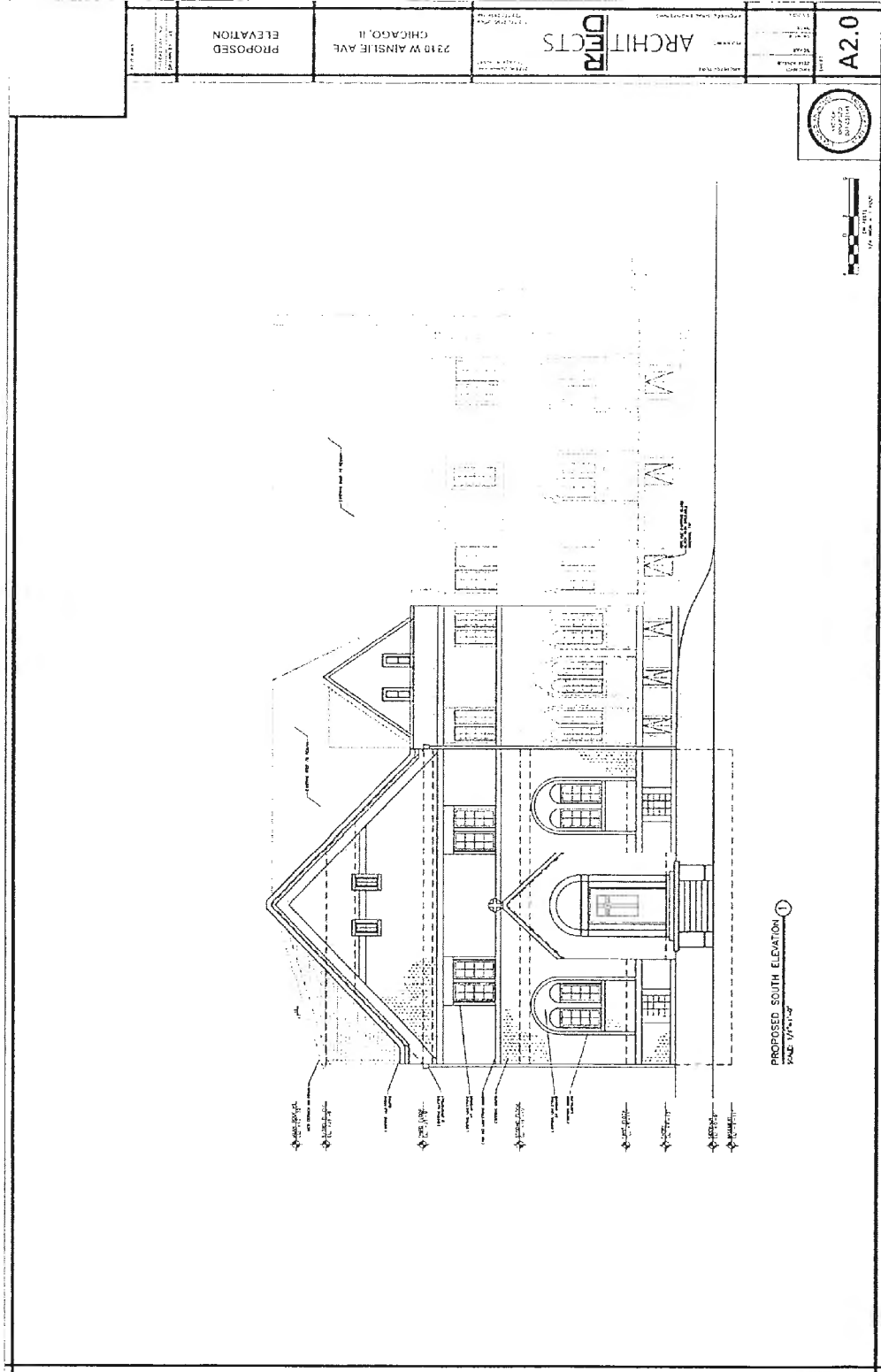
Final for Publication



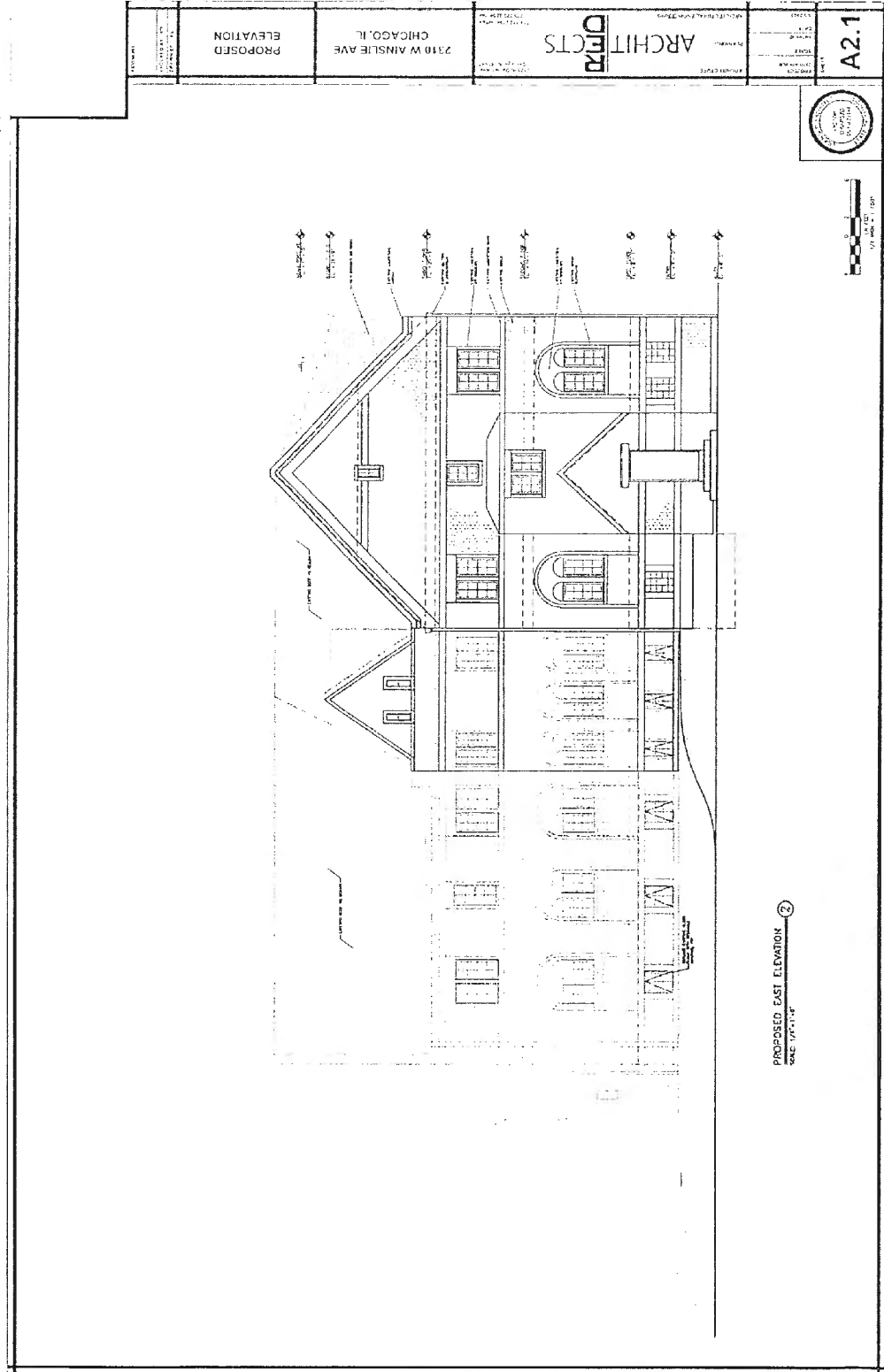
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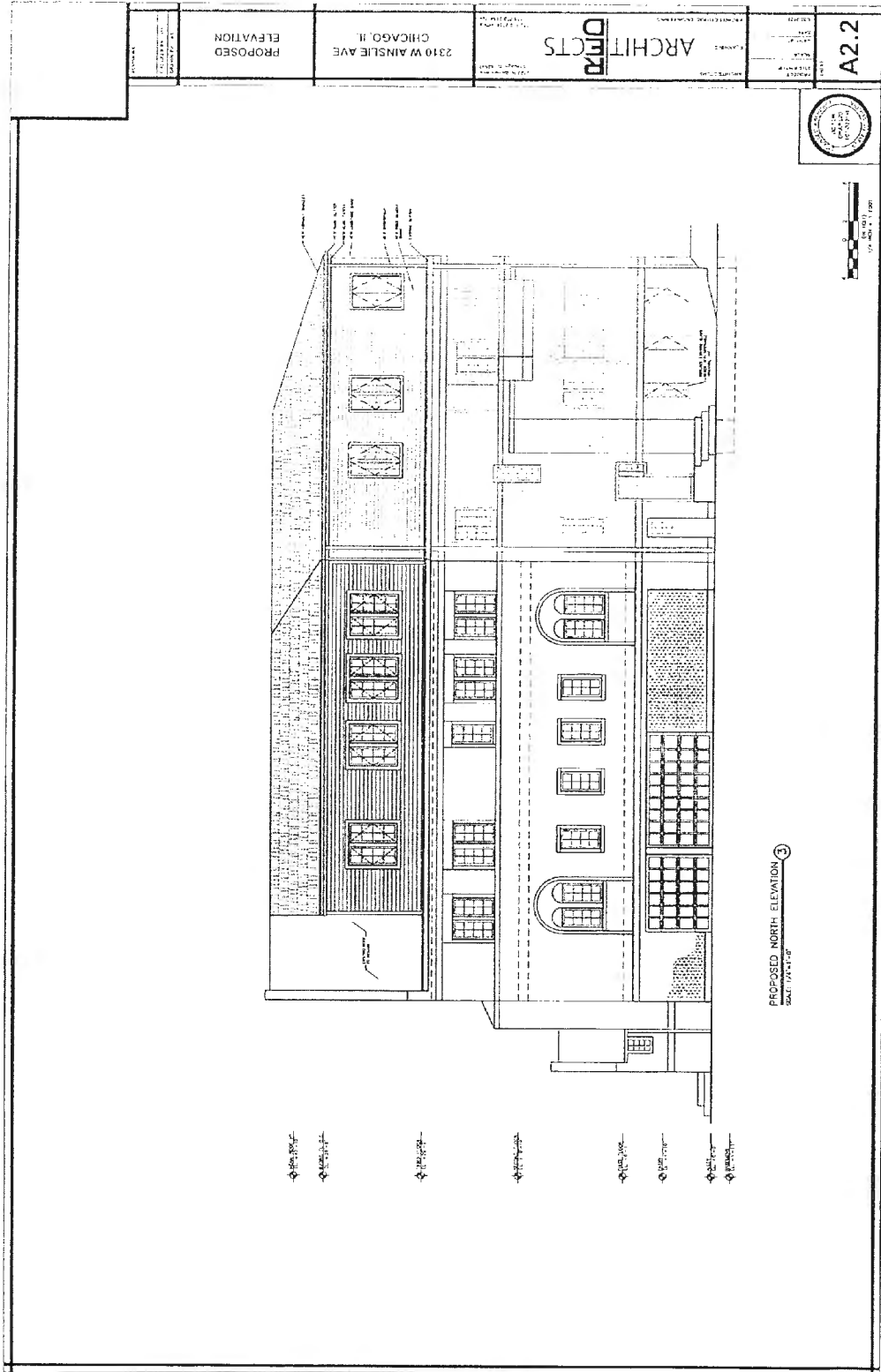
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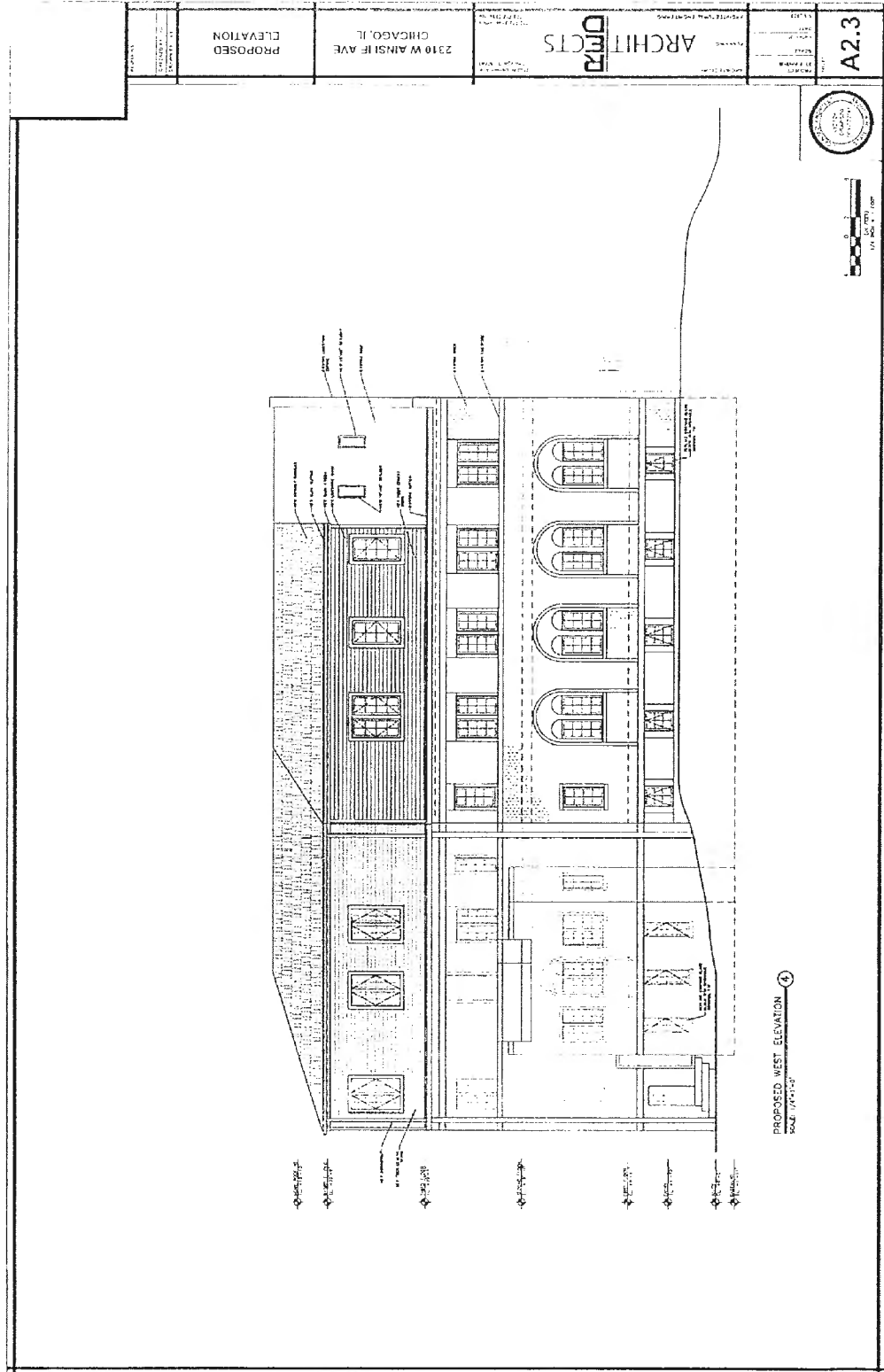
Final for Publication



Final for Publication



Final for Publication



Reclassification Of Area Shown On Map No. 13-H.

(Application No. 22165)

(Common Address: 4900 -- 4910 N. Oakley Ave.)

[O2023-1562/O2023-0001887]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-H in an area bounded by:

the alley next north of and parallel to West Ainslie Street; North Oakley Avenue; West Ainslie Street; a line 62.00 feet west of and parallel to North Oakley Avenue; a line 67.50 feet north of and parallel to West Ainslie Street; a line 54.00 feet west of and parallel to North Oakley Avenue; a line 76.50 feet north of and parallel to West Ainslie Street; and a line 46.50 feet west of and parallel to North Oakley Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 13-L.

(Application No. 22144T1)

(Common Address: 5411 W. Higgins Ave.)

[O2023-1327/O2023-0001875]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 13-L in the area bounded by:

West Higgins Avenue; a line 103.25 feet southeast of and parallel to North Long Avenue; the 18-foot public alley south of West Higgins Avenue; and a line 81.50 feet southeast of and parallel to North Long Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site/Roof Plan; Basement, First, Second and Third Floor Plans; North, South, East and West Building Elevations; and Longitudinal North/South Building Section Looking East attached to this ordinance printed on pages 1330 through 1333 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

NARRATIVE AND PLANS
TYPE 1 ZONING MAP AMENDMENT APPLICATION

Applicant: National Veterans Art Museum
Property Location: 5411 W. Higgins Avenue
Proposed Zoning: B3-3 Community Shopping District
Lot Area: 4,113 square feet

National Veterans Art Museum is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 5411 W. Higgins Avenue from the B3-1 Community Shopping District to the B3-3 Community Shopping District. The Applicant requests a rezoning of the property to allow for the construction of a new third story addition to the existing two-story building on the property. The proposed development will contain cultural exhibit and accessory retail and office uses, along with other accessory uses. The total development will consist of approximately 10,058 square feet of floor area. A Transit-served Location Parking Reduction is proposed. The subject property is less than 1,320 feet from the Jefferson Park Transit Center CTA/Metra station entrance. The overall FAR will be 2.45.

The site is located mid-block on the southwest side of West Higgins Avenue south of North Long Avenue. To the north and east are properties zoned B3-1, to the south is property zoned B3-2 and to the west POS-1.

The subject property consists of approximately 4,113 square feet and is currently occupied by a commercial building. The Applicant proposes to renovate the existing building and make an addition to it for purposes of a cultural exhibit use that will be occupied by the National Veterans Art Museum.

NARRATIVE ZONING ANALYSIS

(a) Floor Area and Floor Area Ratio:

i.	Lot area:	4,113 square feet
ii.	Total proposed building area:	10,058 square feet
iii.	Proposed FAR:	2.45

(b) Density (Lot Area Per Dwelling Unit): No dwelling units proposed

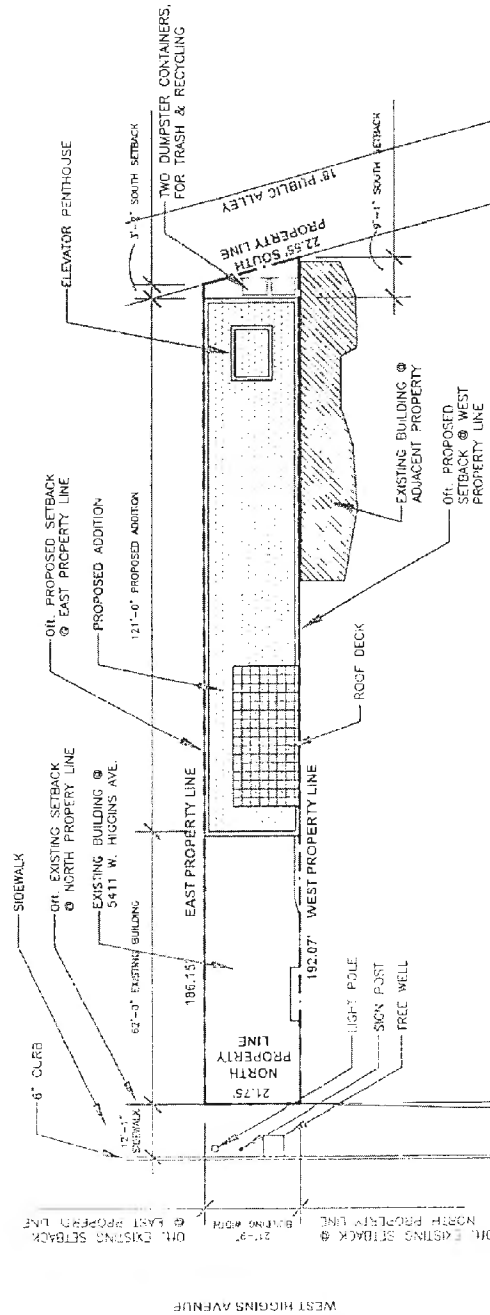
(c) Amount of off-street parking: None; Transit-served parking location reductions will be sought

(d) Setbacks: None

(e) Building height: 43'-5"

(f) Off-street Loading: 0

Final for Publication



SITE / ROOF PLAN

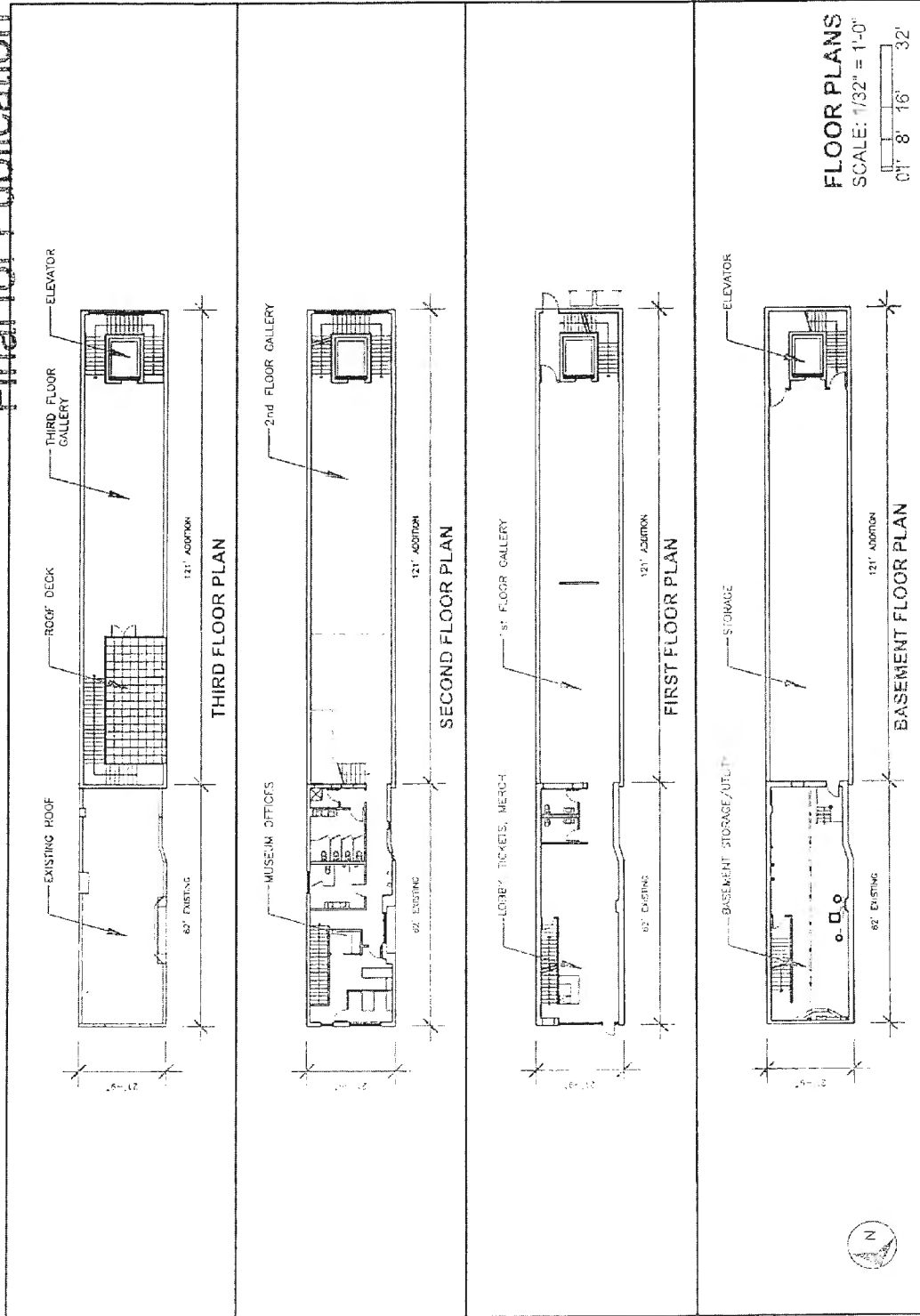


SCALE: 1/32" = 1'-0"
0' 8' 16' 32'

PROPOSED ADDITION / RENOVATION
SANDBERG ARCHITECTURE & DESIGN INC.
J A N U A R Y 2 5 , 2 0 2 3

NATIONAL VETERANS ART MUSEUM
5411 W. HIGGINS AVENUE
CHICAGO, ILLINOIS

Final for Publication

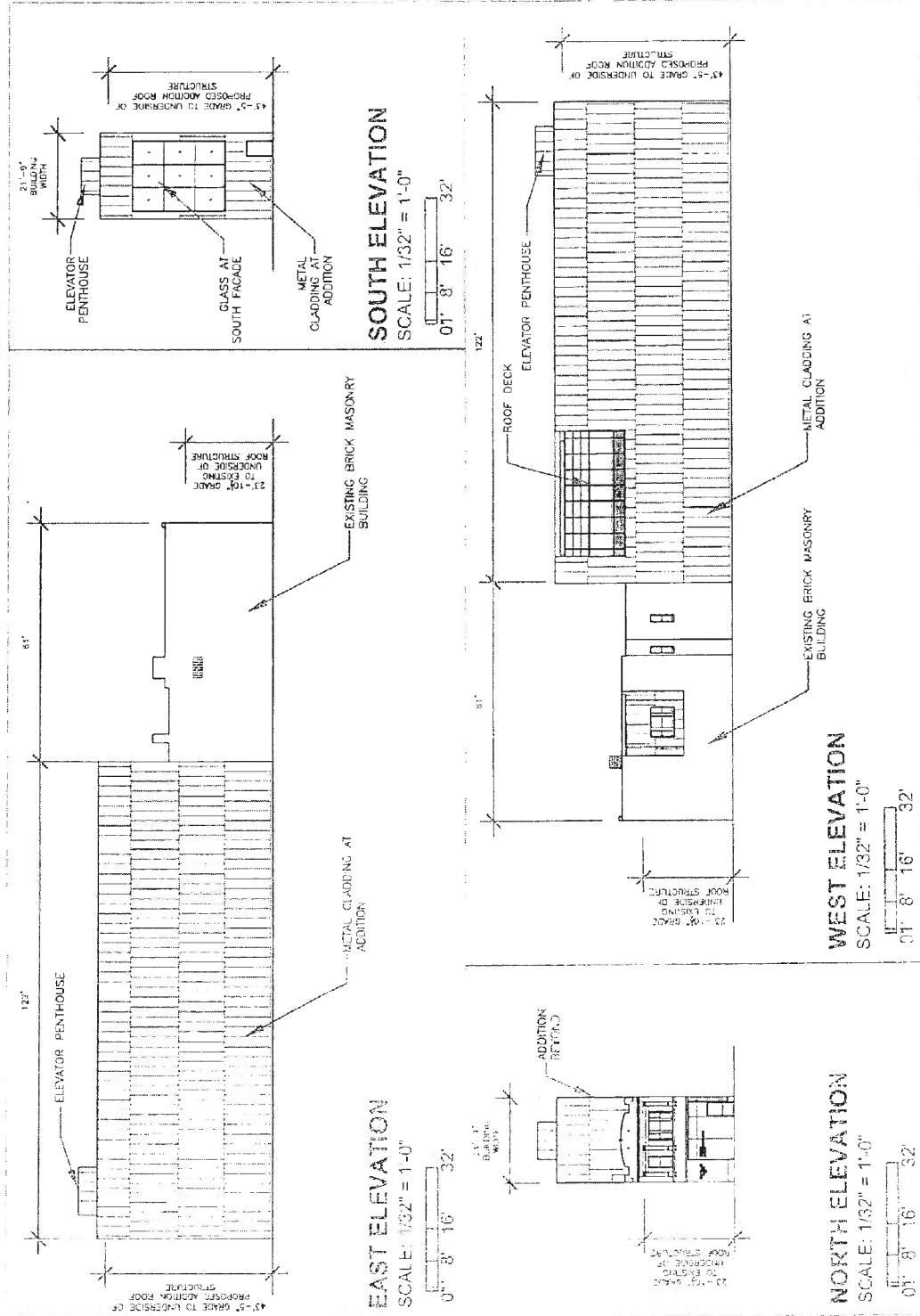


FLOOR PLANS
SCALE: 1/32" = 1'-0"

NATIONAL VETERANS ART MUSEUM
5411 W. HIGGINS AVENUE
CHICAGO, ILLINOIS

PROPOSED ADDITION / RENOVATION
SANDBERG ARCHITECTURE & DESIGN INC.
JANUARY 25, 2023

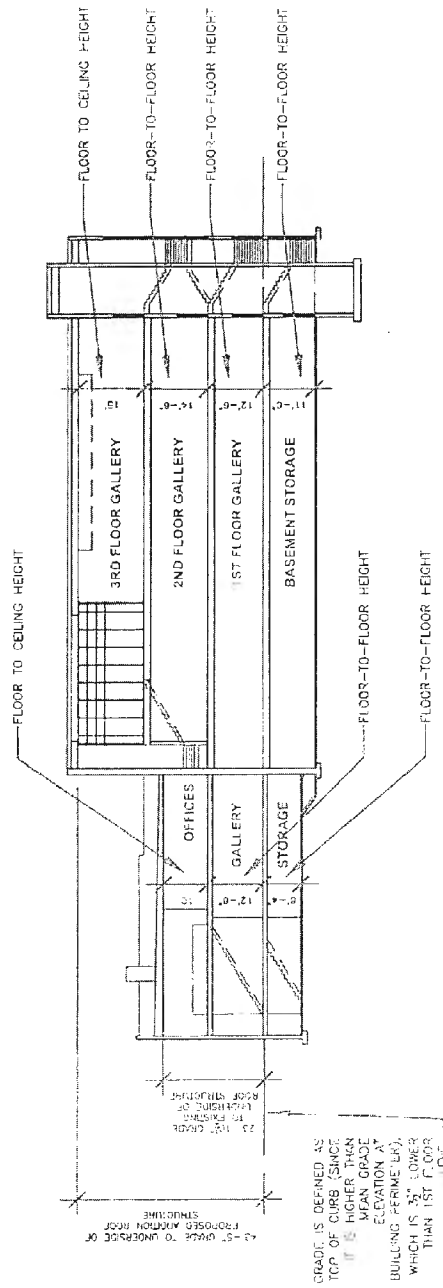
Final for Publication



NATIONAL VETERANS ART MUSEUM
5411 W. HIGGINS AVENUE
CHICAGO, ILLINOIS

PROPOSED ADDITION / RENOVATION
SANDBERG ARCHITECTURE & DESIGN INC
JANUARY 25, 2023

Final for publication



SCALE: 1/32" = 1'-0"

0' 8' 16" 32"

PROPOSED ADDITION / RENOVATION
SANDBERG ARCHITECTURE & DESIGN INC.
JANUARY 25, 2023

NATIONAL VETERANS ART MUSEUM
5411 W. HIGGINS AVENUE
CHICAGO, ILLINOIS

Reclassification Of Area Shown On Map No. 13-S.

(Application No. 22152)

(Common Address: 5207 N. Rose St.)

[O2023-1502/O2023-0001880]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 13-S in the area bounded by:

a line 165.10 feet north of and parallel to West Foster Avenue; a line 167 feet east of and parallel to North Rose Street; a line 82.55 feet north of and parallel to West Foster Avenue; and North Rose Street,

to those of a C2-1 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 14-G.

(As Amended)

(Application No. 22070)

(Common Address: 6206 S. Racine Ave)

[O2023-52/SO2023-0001907]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 14-G the area bounded by:

West 62nd Street; South Racine Avenue; the alley next north of and parallel to West 63rd Street; the alley next west of and parallel to South Racine Avenue; the alley next south of and parallel to West 62nd Street; and South Elizabeth Street,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B2-2 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 14-G in the area bounded by:

West 62nd Street; South Racine Avenue; the alley next north of and parallel to West 63rd Street; the alley next west of and parallel to South Racine Avenue; the alley next south of and parallel to West 62nd Street; and South Elizabeth Street,

to those of Residential-Business Planned Development Number _____, as amended, which is hereby established in the area described above and subject to such use and bulk regulations set forth in the Plan of Development attached hereto and to no others.

SECTION 3. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number _____ ("Planned Development") consists of approximately 102,742 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is controlled by the Applicant, Gorman & Company LLC.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall

require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 17 Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a P.D. Boundary Map; a Site Plan; a Landscape Plan; North and West Elevations, South and East Elevations, prepared by NIA Architects and dated June 15, 2023, submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.
5. The following uses shall be permitted in this Planned Development: multi-family dwelling units located above and on the ground floor; artist live/work space located above and on the ground floor; cultural exhibits and libraries; day care; community center, recreation buildings and similar assembly use; postal service; public safety services; utilities and services, minor; animal services, sales and grooming (excluding kenneling); artist work or sales space; business equipment sales and service; business support services, including employment agencies; restaurants (limited and general); outdoor patio (if located at grade level); bank, savings bank, savings and loan association, and credit union (excluding drive-throughs); automated teller machine facility (walk-up only); food and beverage retail sales; medical service; office; personal service, including hair salon, nail salon or barbershop; repair or laundry service, consumer, including dry cleaning drop-off or pick-up (no on-premises plant) and coin-operated laundromat; retail sales, general; manufacturing, production and industrial services, limited (catering and shred kitchen only); wireless communication facilities (co-located); accessory parking and accessory uses.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 102,742 square feet and a base FAR of 1.4.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the

applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Applicant acknowledges and agrees that the rezoning of the Property from RS3 Residential Single-Unit (Detached House) District to B2-2 Neighborhood Mixed-Use District and then to this Planned Development ("P.D.") Number _____ is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The Applicant has applied for Low-Income Housing Tax Credits or other forms of financial assistance from the City. Such financial assistance imposes affordability requirements (the "Financing Requirements") that exceed the ARO requirements. As a result, if the Applicant receives such financial assistance, the Financial Requirements shall govern the Applicant's obligation to provide affordable housing in the P.D. If the Applicant does not receive such financial assistance, the Applicant shall comply with the ARO.
17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to B2-2 Neighborhood Mixed-Use District.

[Existing Zoning Map; Existing Land-Use Map; Boundary Map;
Site Plan; Landscape Plan; and North, South, East
and West Building Elevations referred to in these
Plan of Development Statements printed
on pages 1341 through 1347
of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements
reads as follows:

Business Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area: 143,421 square feet (3.29 acres)

Area Remaining in Public Right-of-Way: 40,679 square feet (.93 acre)

Net Site Area: 102,742 square feet (2.36 acres)

Maximum Number of Dwelling Units: 48 dwelling units

Maximum Floor Area Ratio: 1.4

Off-Street Parking Spaces: 80 parking spaces

The West Parking Lot will contain
not less than 30 parking spaces
and be used for residential parking

The East Parking Lot will contain
not less than 50 parking spaces
and be used for non-residential
parking

Bicycle Parking: 48 bike spaces

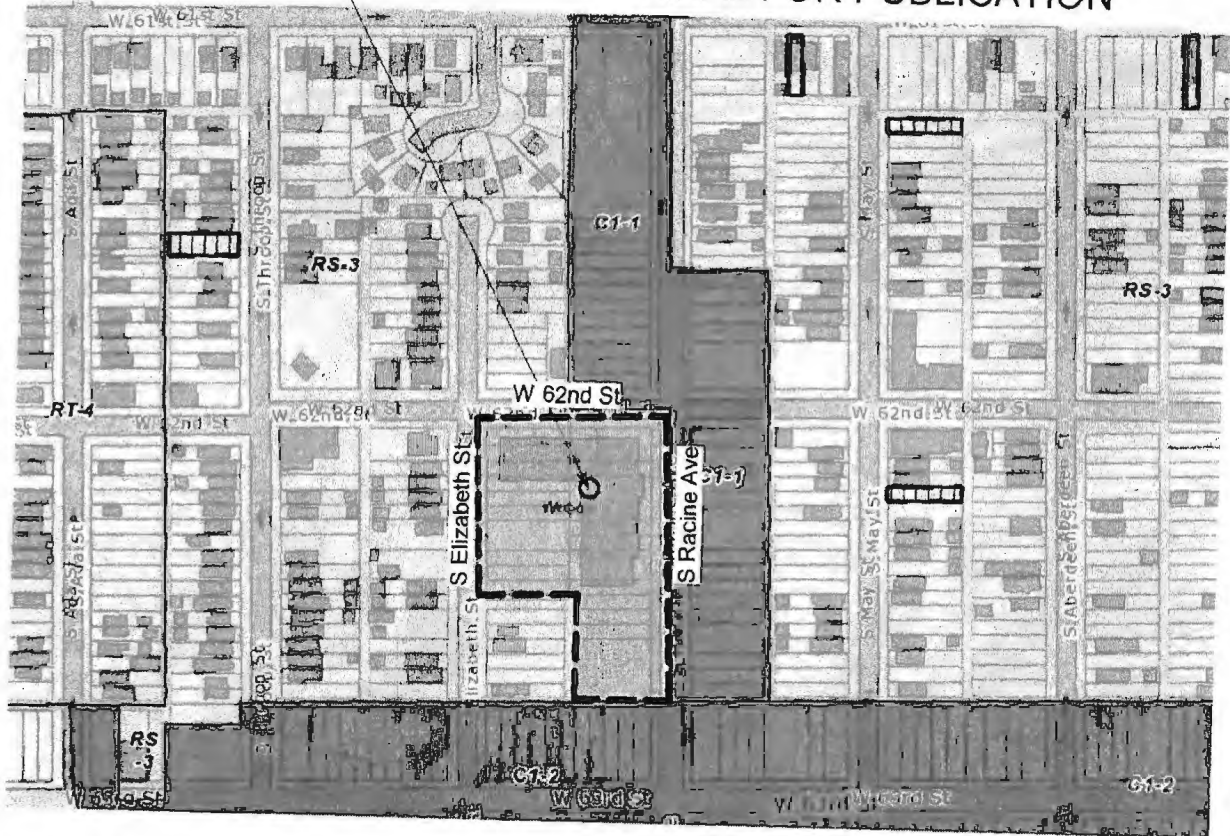
Off-Street Loading Spaces: 1 (10 feet by 25 feet)

Minimum Required Perimeter Setbacks: In accordance with Site Plan

Maximum Building Height: 42 feet, 6 inches

6202 SOUTH RACINE
RS-3

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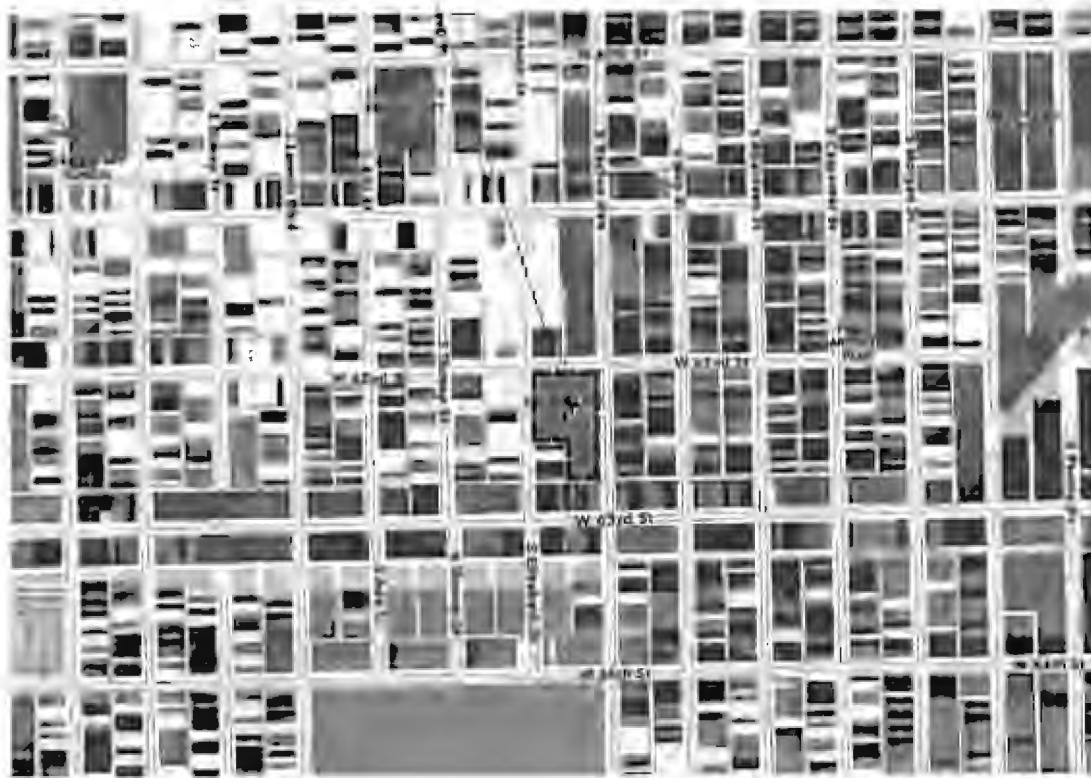
Applicant: Gorman & Company, LLC, an Illinois limited liability company
Address: 6206 S Racine Avenue
Introduced: January 18, 2023
Plan Commission: June 15, 2023



EXISTING ZONING MAP

6202 SOUTH RACINE
RS-3

FINAL FOR PUBLICATION



LEGEND

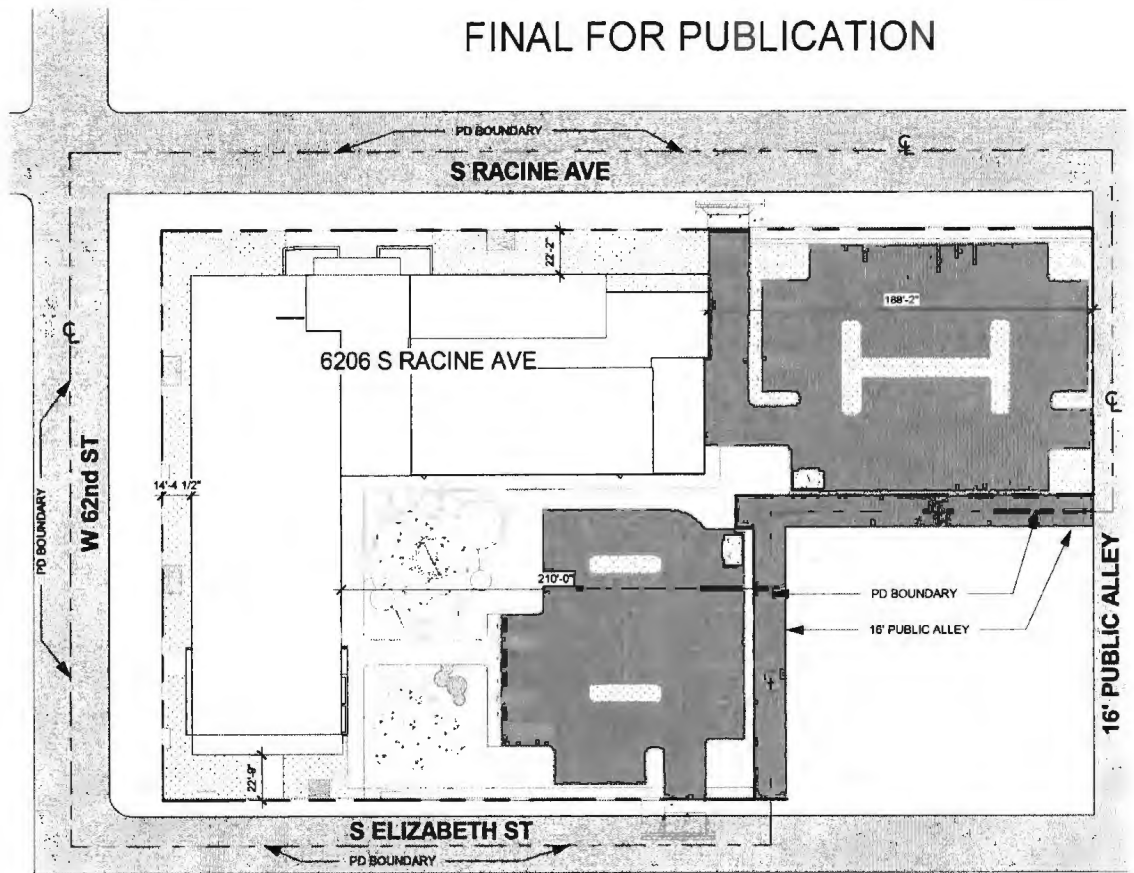
	Single-Family Residential
	Multi-Family Residential
	Commercial
	Mixed Commercial/Residential
	Industrial
	Institutional
	Open Space
	Agricultural
	Water
	Transportation/Communication/Utilities
	Under Construction
	Vacant
	Non Parcel/Unclassifiable



EXISTING LAND-USE MAP

Applicant: Gorman & Company, LLC, an Illinois limited liability company
Address: 6206 S. Racine Avenue
Introduced: January 18, 2023
Plan Commission: June 15, 2023

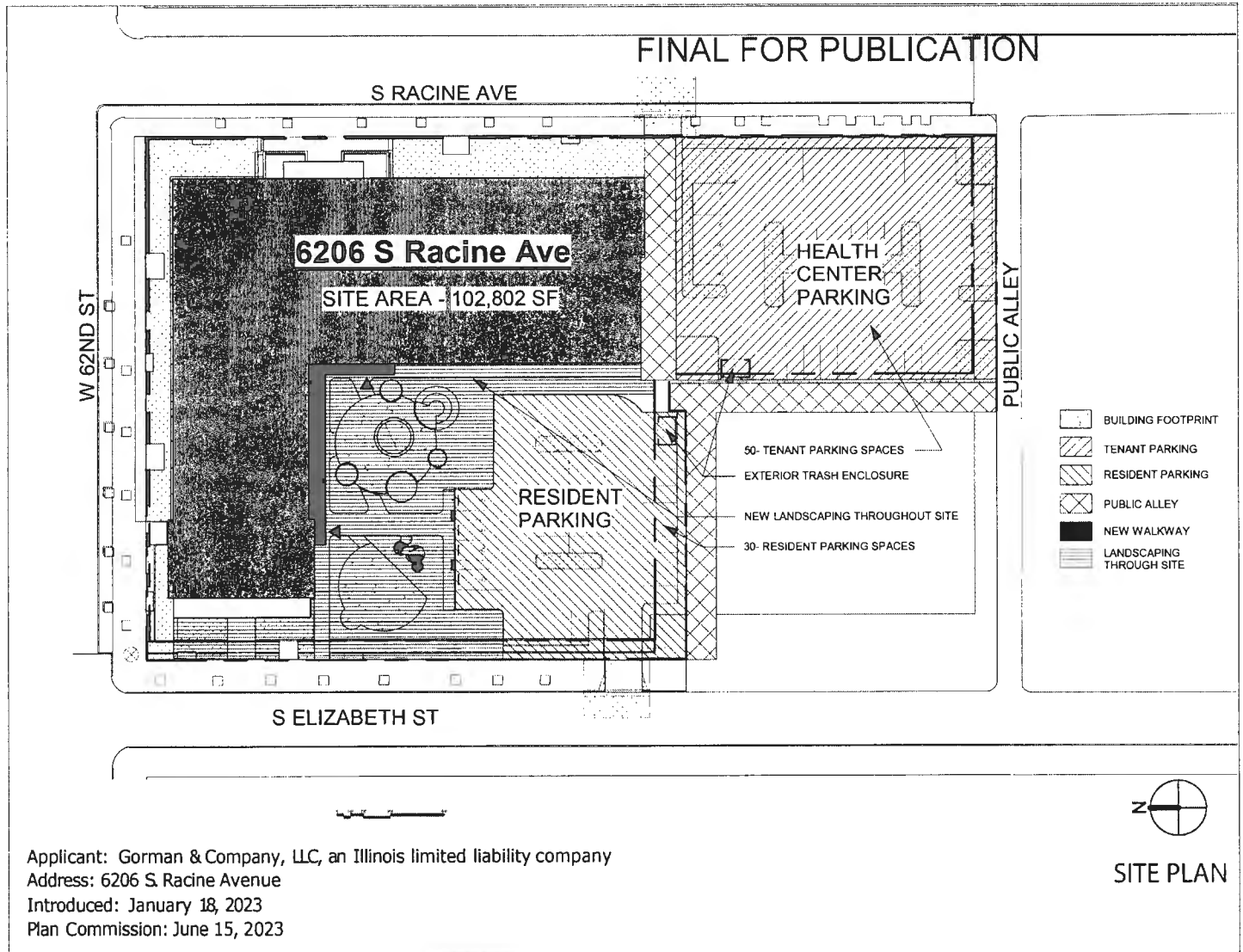
FINAL FOR PUBLICATION



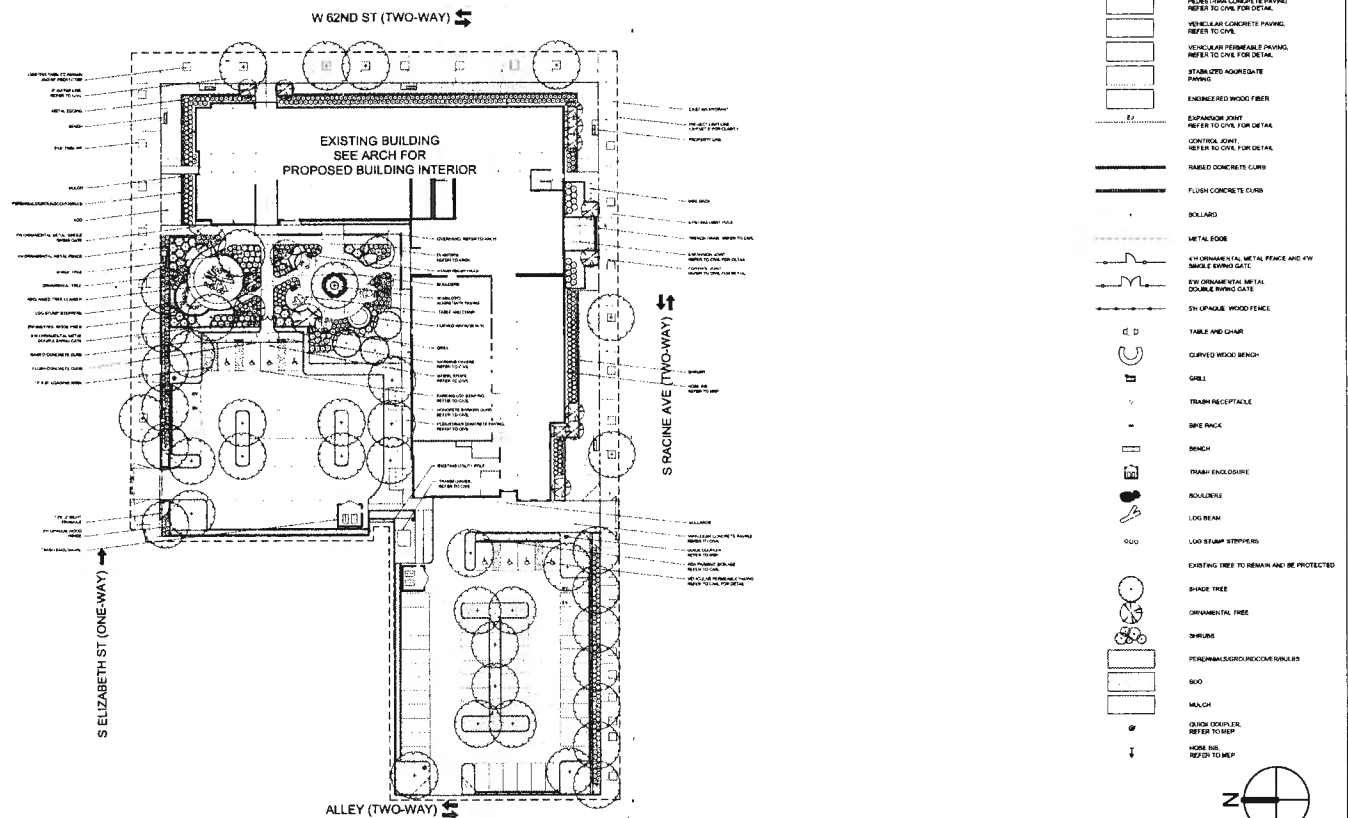
Applicant: Gorman & Company, LLC, an Illinois limited liability company
Address: 6206 S. Racine Avenue
Introduced: January 18, 2023
Plan Commission: June 15, 2023



P D BOUNDARY

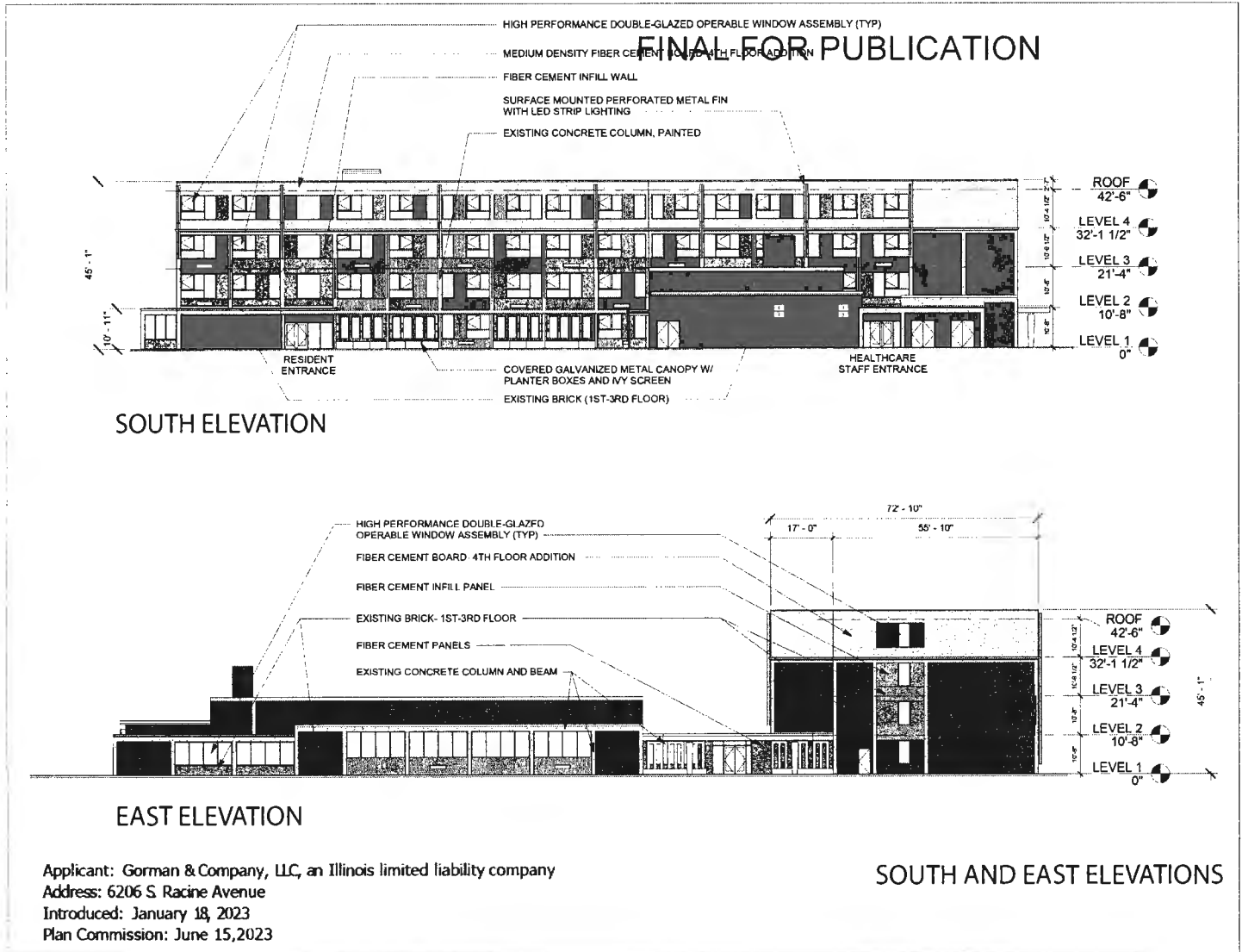


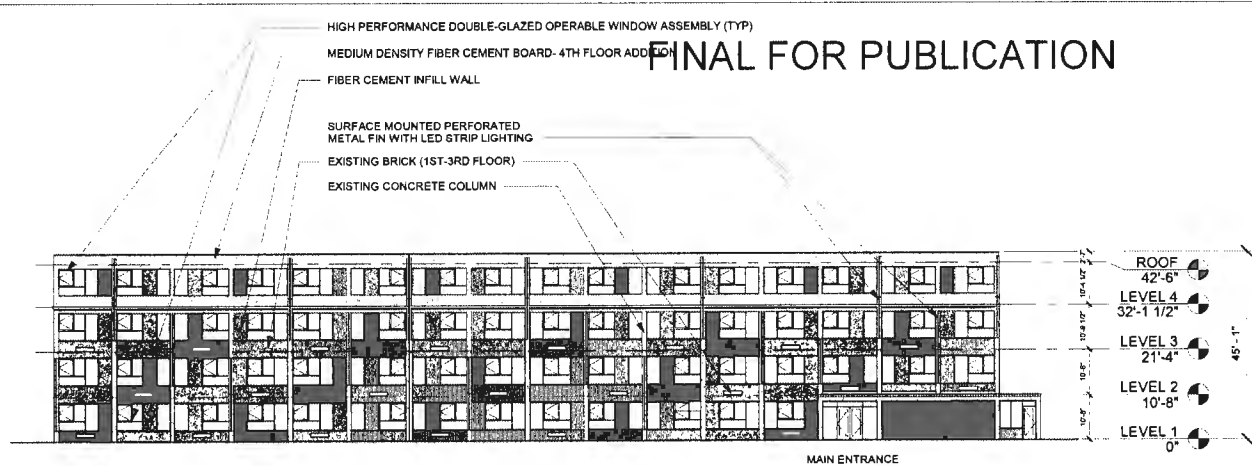
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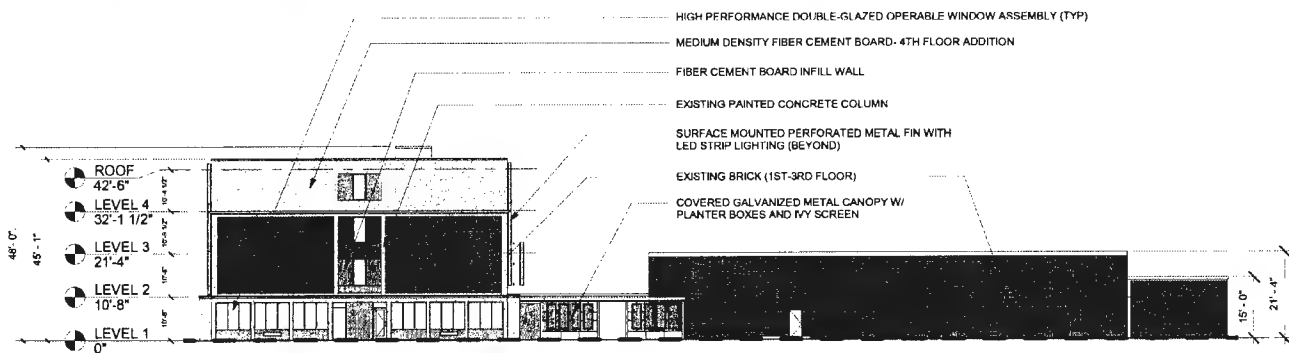
Applicant: Gorman & Company, LLC, an Illinois limited liability company
 Address: 6206 S. Racine Avenue
 Introduced: January 18, 2023
 Plan Commission: June 15, 2023

LANDSCAPE PLAN





NORTH ELEVATION



WEST ELEVATION

Applicant: Gorman & Company, LLC, an Illinois limited liability company
 Address: 6206 S. Racine Avenue
 Introduced: January 18, 2023
 Plan Commission: June 15, 2023

NORTH AND WEST ELEVATIONS

Reclassification Of Area Shown On Map No. 15-G.

(Application No. 22174)

(Common Address: 5943 -- 5959 N. Broadway)

[O2023-1571/O2023-0001891]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 15-G in an area bounded by:

North Broadway; the alley next north of and parallel to West Thorndale Avenue; the alley next east of and parallel to North Broadway; and a line 75 feet north of and parallel to West Thorndale Avenue,

to those of a B1-3 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 16-I.

(Application No. 22196)

(Common Address: 6348 -- 6350 S. Albany Ave.)

[O2023-2029/O2023-0001905]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 16-I in the area bounded by:

a line 150 feet north of and parallel to West 64th Street; South Albany Avenue; a line 75 feet north of and parallel to West 64th Street; and the alley next west of and parallel to South Albany Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 19-H.

(Application No. 22188)

(Common Address: 7229 N. Damen Ave.)

[O2023-2017/O2023-0001899]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 19-H in the area bounded by:

a line 44.00 feet south of and parallel to West Chase Avenue; a line 100.00 feet east of and parallel to North Damen Avenue; a line 73.00 feet south of and parallel to West Chase Avenue; and North Damen Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 20-G.

(Application No. 22172)

(Common Address: 842 -- 852 W. 87th St., 8674 -- 8698 S. Vincennes Ave. And 835 -- 853 W. 86th Pl.)

[O2023-1569/O2023-0001890]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 20-G in the area bounded by:

West 86th Place; South Summit and South Vincennes Avenues; West 87th Street; and the alley next east of and parallel to South Sangamon Street,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 20-K.

(As Amended)

(Application No. 22179)

(Common Address: 7901 -- 8071 S. Cicero Ave./4744 -- 4760 W. 81st St./4649 -- 4711 W. 79th St.)

[O2023-2003/SO2023-0001895]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current Business Planned Development Number 965 District symbols and indications as shown on Map Number 20-K in the area bounded by:

Lot A in Scottsdale Fourth Addition, being Raymond I. Lutgert's Resubdivision of the northwest quarter of the northwest quarter of Section 34, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and the land adjacent to said Lot A to the centerlines of the public right-of-way in West 79th Street, South Cicero Avenue and West 81st Street,

to those of Business Planned Development Number 965, as amended.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development No. 965, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Business Planned Development Number 965, as amended (the "Planned Development") consists of approximately 895,376 net square feet (twenty and five hundred fifty-five thousandths (20.555) acres) of real property located in the area generally located in the southeast quadrant of the intersection of West 79th Street and South Cicero Avenue and described as follows:

Lot A in Scottsdale Fourth Addition, being Raymond I. Lutgert's Resubdivision of the northwest quarter of the northwest quarter of Section 34, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and the land adjacent to said Lot A to the centerlines of the public right-of-way in West 79th Street, South Cicero Avenue and West 81st Street (the "Property").

The Property is currently owned by Scottsdale Limited Partnership, an Illinois limited partnership (the "Applicant").

2. The Applicant or its successors, assignees or grantees shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Planned Development. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council. The Applicant or its successors, assignees or grantees may construct the proposed new improvements in the Planned Development in phases and shall be permitted to seek and obtain permits required for such construction separately for different structures located in the Planned Development.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assignees and, if different than the Applicant, the legal titleholders and any ground lessors except as provided herein. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assignees and, if different than the Applicant, the legal titleholders and any ground lessors and their respective successors and assignees. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this statement shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors of the Property subject, however, to the following exceptions and conditions: (a) any changes or modifications to this Planned Development applicable to or in a given subarea existing or designated pursuant to Statement Number 10 below need only be made or authorized by the owners and/or ground lessors of such subarea; provided, however, that for so long as the Applicant or any affiliate thereof owns or controls any part of the Property, any application to the City for any such changes or modifications (administrative, legislative or otherwise) must in all cases be authorized by the Applicant; and (b) where portions of the improvements located on the Property have been submitted to the Illinois Condominium Property Act, the term "owner" shall be deemed to refer solely to the condominium association of the owners of such portions of the improvements and not to the individual unit owners therein. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred, the term "the Applicant" shall be deemed amended to

apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder; provided, however, that the Applicant's right to authorize changes or modifications to this Planned Development for so long as it owns or controls all or any portion of the Property as set forth in clause (a) of this Statement Number 3 above shall not be deemed amended or transferred to apply to a transferee (or its beneficiaries as aforesaid) unless expressly assigned in a written instrument executed by the original Applicant hereunder.

4. This plan of development consists of these 15 Statements; a Bulk Regulations and Data Table, the Advisory Opinions (defined below), the ALTA/ACSM Land Title Survey prepared by Edward J. Molloy & Associates, Ltd., Order Number 2010-0001 and File Number 34-38-14 dated March 11, 2010, and the following plan documents dated April 14, 2005, which are published on pages 48688 through 48707 of the *Journal of the Proceedings of the City Council of the City of Chicago* for May 11, 2005, which are published on pages 48688 through 48707 of the *Journal of the Proceedings of the City Council of the City of Chicago* for May 11, 2005 (collectively, the "Plans"), all of which are incorporated herein and made a part hereof by this reference: an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Property Line and Boundary Map; Subarea Map; Planned Development Site Plan; Building Elevations for Subarea 2; and Right-of-Way Adjustment Map prepared by Ronald P. Sorce Architects P.C.; Building Elevations for Subarea 1 prepared by Boice-Raidl-Rhea Architects, Inc.; a Site Plan and Right-of-Way Adjustment Map prepared by Marchris Engineering Ltd.; Landscape Plan and Landscape Details Plan prepared by Countryside Industries, Inc.; and a Roof Plan prepared by Lowe's. Full-sized copies of the Plans are on file with the Department of Planning and Development.

The following advisory opinion letters are hereby incorporated by reference and made a part of this Planned Development (collectively, the "Advisory Opinions"): Zoning Advisory Opinion for 8027 South Cicero Avenue, Sign Application Number 100621935, Planned Development Number 965, to Bernard I. Citron, dated April 8, 2016; Letter referencing P.D. 965, Lowe's roof replacement at 7971 South Cicero Avenue, to Valerie Sazo, dated March 7, 2023.

These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof; and satisfies the established criteria for approval as a planned development.

5. The area within the Planned Development Boundary is divided into two (2) subareas as indicated on the Subarea Map. The following uses of the Property shall be permitted in both subareas of the Planned Development: retail sales; food and beverage sales;

eating and drinking establishments; financial services; medical service; personal service; office; accessory and non-accessory parking; accessory uses; temporary buildings for construction purposes; Cannabis Business Establishment; and all other uses permitted in the C2-2 Motor Vehicle-Related Neighborhood Commercial District.

No Cannabis Business Establishment which requires a special use may operate in any planned development prior to such use being reviewed and approved as a special use by the Zoning Board of Appeals (Section 17-9-0129-05). The special use application must be filed pursuant to Sections 17-13-0900, 17-13-0905-G, and the applicable rules issued by the Zoning Board of Appeals. The operator for the cannabis-related uses including the cannabis dispensary use must be issued all applicable State of Illinois licenses for said cannabis-related uses and the cannabis dispensary use is subject to the standards under Section 17-9-0129-2 and Section 17-9-0129-3.

6. Business identification signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. No approvals shall be required for any signage located in and designed to be viewed solely from the interior of any improvements on the Property. Any home improvement store located in Subarea A may, in the ordinary course of business, maintain displays of certain seasonal and other merchandise in areas outside the access doors to such store.
7. The improvements of the Property shall be designed, constructed and maintained in substantial conformance with the Plans described in Statement 4 above, and in accordance with the parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance.
8. In addition to the maximum heights of the buildings and any appurtenances attached thereto prescribed in this Planned Development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. For purposes of floor area, floor area ratio (FAR) and building height calculations, the definitions of the Chicago Zoning Ordinance in effect as of the date hereof shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining FAR permitted by the Chicago Zoning Ordinance, such floor area shall not include: (a) all floor area devoted to mechanical equipment which exceeds one thousand (1,000) square feet, and (b) all floor area associated with parking and loading areas. The calculation of FAR shall be made based on the net site area of the Planned Development. In addition, the calculation of any building height shall not include elevator shafts, ingress/egress towers, mechanical penthouses and enclosures, telecommunications facilities or architectural design elements such as spires.

10. The Applicant shall have the right to redesignate subareas within the Planned Development from time to time in order to promote orderly development, to facilitate financing, acquisition, leasing or disposition of the Property or relevant portions thereof; to designate zoning control or to otherwise administer this Planned Development. The designation and redesignation of subareas shall not require an amendment or minor change to this Planned Development; provided, however, Applicant shall provide notice thereof to the Department of Planning and Development for said Department's administrative purposes to facilitate Part II review for any such designated subarea. In furtherance of the foregoing, the Applicant may allocate or assign the development rights under this Planned Development to and among the designated subareas, including, but not limited to, Floor Area and FAR, signage, building height, and parking; provided, however, that the limitations set forth in the Bulk Regulations and Data Table applicable to the entirety of the Planned Development shall not be exceeded or increased as a result of any such designation(s).
11. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Any changes to ingress and egress as depicted in the Plans and as set forth below shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Off-street parking and loading facilities shall be provided in compliance with this Planned Development. A minimum of two percent (2%) of all parking spaces provided pursuant to this Planned Development shall be designated and designed for parking for the handicapped.
12. The requirements of the Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development (the "Commissioner") upon application and a determination by the Commissioner that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance. Notwithstanding the provisions of Section 17-13-0611 of the Chicago Zoning Ordinance, such minor changes may include a reduction of the minimum required distance between structures, a reduction of periphery setbacks, an increase of the maximum percent of land covered and changes to the location, size or display of signage. It is acknowledged that the demising walls for the interior spaces are illustrative only and that the location and relocation of demising walls or division of interior spaces shall not be deemed to require any further approvals pursuant hereto.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of

natural resources. The Applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located on the Property in a manner generally consistent with the Leadership in Energy and Environmental Design ("LEED") Green Building Rating System; provided, however, nothing set forth in this Planned Development shall be construed to require Applicant to obtain LEED certification for any of the improvements on the Property. The Applicant agrees that: (a) if the Applicant receives tax increment financing ("TIF") assistance from the City of Chicago, then the new improvements constructed in the Planned Development will have either a fifty percent (50%) net green roof and LEED certification or a seventy-five percent (75%) net green roof; and (b) if the Applicant receives no TIF assistance from the City of Chicago, then the new improvements constructed in the Planned Development will have a fifty percent (50%) net green roof. The green roof requirement for the Planned Development may be satisfied through the provision of a green roof on the principal building to be located in Subarea A of the Planned Development, as depicted on the Roof Plan.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain the improvements of the Property in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all new buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No permits shall be issued pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance until the director of MOPD has approved detailed construction drawings for each new building or improvement.
15. This Planned Development shall not be subject to lapse under Section 17-13-0612 of the Zoning Ordinance.

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development No. 965, As Amended.

Bulk Regulations And Data Table.

Gross Site Area (1,026,491 square feet) = Net Site Area (895,376 square feet) + Area Remaining in Public Right-Of-Way (131,115 square feet).

Net Site Area:

Subarea A:	462,346 square feet (10.614 acres)
Subarea B:	433,030 square feet (9.941 acres)

Maximum Floor Area Ratio:

Total Area:	2.2
Subarea A:	2.2
Subarea B:	2.2

Maximum Site Coverage: In accordance with the Site Plan

**Minimum Number of Off-Street
Parking Spaces:**

Total Area:	1,000
Subarea A:	478
Subarea B:	522

**Minimum Number of Off-Street
Loading Berths:**

Total Area:	6 (10 feet by 25 feet)
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Maximum Building Height:

Subarea A:	51 feet
Subarea B:	42 feet

Minimum Setbacks from Property Lines: In accordance with the Site Plan

Reclassification Of Area Shown On Map No. 20-K.

(Application No. 22175)

(Common Address: 8101 -- 8159 S. Cicero Ave.)

[O2023-1572/O2023-0001892]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 20-K in the area bounded by:

West 81st Street; a line from a point 275 feet east of South Cicero Avenue and the south right-of-way line of West 81st Street to a point 280 feet east of South Cicero Avenue and 600 feet south of West 81st Street; a line 600 feet south of and parallel to West 81st Street; and South Cicero Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 26-H.

(Application No. 22148)

(Common Address: 10517 -- 10521 S. Western Ave.)

[O2023-1498/O2023-0001877]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 26-H in the area bounded by:

a line 149.30 feet south of and parallel to West 105th Street; the alley next east of and parallel to South Western Avenue; a line 199.30 feet south of and parallel to West 105th Street; and South Western Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
NO. 1092.

(As Amended)

[O2023-1334/SO2023-0001876]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 21, 2023

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on June 20, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number A2023-47 for the appointment of Mayor Brandon Johnson as a member of the Public Building Commission.

Page 1 also contains Document Number O2023-2000 for historical landmark designation of Epworth Church located at 5253 North Kenmore Avenue in the 48th Ward.

Page 1 further contains the historical landmark designation of The Warehouse located at 206 South Jefferson Street in the 34th Ward.

Page 1 further contains the application for an administrative adjustment for the Friendly Tavern LLC located at 6124 West Gunnison Street in the 45th Ward.

Pages 1 through 16 contain various map amendments in the 1st, 2nd, 3rd, 11th, 15th, 16th, 18th, 19th, 20th, 21st, 24th, 27th, 28th, 29th, 30th, 32nd, 34th, 36th, 37th, 40th, 41st, 42nd, 44th, 45th, 47th, 48th and 49th Wards.

Lastly, pages 16 and 17 contain various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 3rd, 8th, 10th, 11th, 27th, 28th, 32nd, 34th, 40th, 41st and 42nd Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) CARLOS RAMIREZ-ROSA,
Chair.

On motion of Alderperson Ramirez-Rosa, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On December 12, 2007, the City Council adopted an ordinance authorizing the designation of property located approximately at the intersection of North Franklin Street and West Illinois Street (the "Property") as Residential-Business Planned Development Number 1092 ("P.D. 1092"); and

WHEREAS, Under P.D. 1092, the Property owner was, among other things, obligated to restore and maintain an historic firehouse located on the Property and develop an adjacent "urban garden" that was intended to be green space open to the public; and

WHEREAS, The original approval of P.D. 1092 was premised, in part, on keeping the urban garden open to the surrounding community and the general public; and

WHEREAS, Statement 12 of P.D. 1092 modifies the otherwise applicable standards for approving a minor change under Section 17-13-0611 of the Zoning Ordinance, specifically any minor change must be "consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof"; and

WHEREAS, In 2012, the Property owner requested a minor change to, among other things, specifically convert the urban garden into "private open space"; and

WHEREAS, On December 21, 2012, the Zoning Administrator issued a minor change for P.D. 1092 in keeping with this original intent, in which the Zoning Administrator rejected the request to convert the urban garden into private open space, stating that "while the design of the urban garden has been revised and table and chairs have been added, this space must remain open to the public at all times, as approved in the Planned Development. An amendment to the Planned Development would be required in order to convert this public urban garden to private open space"; and

WHEREAS, Despite very clearly being denied in 2012 and having notice that any change that operated to privatize the urban garden required an amendment to P.D. 1092, in 2022 the Property owner again requested a slightly rephrased minor change focused solely on converting the urban garden into an “outdoor patio for a restaurant pursuant to Statement 5 of the P.D.”; and

WHEREAS, On December 22, 2022, the current Zoning Administrator approved the rephrased minor change, in direct contradiction of not only the 2012 minor change, but also the underlying P.D. 1092, and specifically Statement 12, by purportedly approving a “minor change” that is inconsistent with the nature and underlying purpose of the urban garden as contemplated by P.D. 1092; and

WHEREAS, In acting beyond the scope of their authority by approving the 2022 minor change over the clear requirements of P.D. 1092 as outlined in the 2012 minor change, the Zoning Administrator in effect amended P.D. 1092 without any legislative process or approvals from City Council; and

WHEREAS, Since the Zoning Administrator lacked the authority to approve the requested 2022 minor change which was directly contrary to the text and legislative intent of P.D. 1092, it is necessary and desirable for the City Council to restate and more fully codify the original intent of the City Council in adopting P.D. 1092, as reaffirmed in the 2012 minor change; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are incorporated herein as the findings of the City Council.

SECTION 2. That the Chicago Zoning Ordinance be amended by amending Residential-Business Planned Development Number 1092, as shown on Map Number 1-F in the area bounded by:

the alley next north of and parallel to West Illinois Street; the alley next east of and parallel to North Franklin Street; West Illinois Street; and North Franklin Street,

as contemplated by this ordinance.

SECTION 3. Statement 5 of Residential Business Planned Development Number 1092 is hereby amended by inserting the language underscored, as follows:

The following uses are permitted on the Property under this Planned Development: dwelling units, including but not limited to multi-unit residential; residential support services; retail, service and commercial facilities; business and professional offices; food and beverage retail sales; temporary construction staging, temporary storage of

construction materials, and temporary buildings for construction purposes; accessory and non-accessory parking; accessory uses; an urban garden located adjacent to the Existing Firehouse that is open to the public, free of charge, during normal park hours from 6:00 A.M. to 11:00 P.M. every day of the year; and all other permitted uses in the DX-7 Downtown Mixed-Use District, excluding hotel.

SECTION 4. Statement 12 of Residential-Business Planned Development Number 1092 is hereby amended by inserting the language underscored, as follows:

The requirements of the Planned Development may be modified administratively by the Commissioner upon application and a determination by the Commissioner that such modification is minor, appropriate, and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner shall be deemed to be a minor change to the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance. Notwithstanding the provisions of Section 17-13-0611 of the Chicago Zoning Ordinance, (1) such minor changes may include a reduction of the minimum required distance between structures, a reduction of periphery setbacks, and an increase of the maximum percent of land covered, and (2) such minor changes may not include any change to the urban garden located adjacent to the Existing Firehouse that would operate to close such urban garden to the public contrary to Statement 5 above. It is acknowledged that the demising walls for the interior spaces are illustrative only and that the location and relocation of demising walls or division of interior spaces shall not be deemed to require any further approvals pursuant hereto.

SECTION 5. The amendments to Residential-Business Planned Development Number 1092 in this ordinance are intended to clarify, rather than to change, existing Residential Business Planned Development Number 1092 as modified by that certain minor change issued by the Zoning Administrator on December 12, 2012. That certain minor change issued by the Zoning Administrator on December 22, 2022 is inconsistent with Residential Planned Development Number 1092 and that certain minor change issued by the Zoning Administrator on December 12, 2012, was beyond the scope of the Zoning Administrator's authority to approve a minor change under Section 17-13-611 of the Zoning Code, as modified by Statement 12 of Residential-Business Planned Development Number 1092, and is void and of no force and effect.

*SECTION 7. This ordinance shall take effect upon passage and publication.

* Editor's Note: Numbering sequence error; Section 6 missing in original document.

Revised Statements 5 and 12 of Business Planned Development Number 1092 read as follows:

Business Planned Development No. 1092.

Revised Statements 5 And 12 Only, All Other Statements Remain As
Previously Approved And Unchanged.

5. The following uses are permitted on the Property under this Planned Development: dwelling units; including but not limited to multi-unit residential; residential support services; retail; office; retail, service and commercial facilities; business and professional offices; food and beverage retail sales; temporary construction staging, temporary storage of construction materials, and temporary buildings for construction purposes; accessory and non-accessory parking; accessory uses; an urban garden located adjacent to the Existing Firehouse that is open to the public, free of charge, during normal park hours from 6:00 A.M. to 11:00 P.M. every day of the year, and all other permitted uses in the DX-7 Downtown Mixed-Use District, excluding hotel.
12. The requirement of the Planned Development may be modified administratively by the Commissioner upon application and a determination by the Commissioner that such modification is minor, appropriate, and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner shall be deemed to be a minor change to the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance. Notwithstanding the provisions of Section 17-13-0611 of the Chicago Zoning Ordinance, (1) such minor change may include a reduction of the minimum required distance between structures, a reduction of periphery setbacks, and an increase in the maximum percent of land covered, and (2) such minor changes may not include any change to the urban garden located adjacent to the Existing Firehouse that would operate to close such urban garden to the public contrary to Statement 5 above. It is acknowledged that the demising walls of the interior spaces are illustrative only and that the location and relocation of demising walls or division of interior spaces shall not be deemed to require any further approvals hereto.

DESIGNATION OF THE WAREHOUSE AT 206 S. JEFFERSON ST. AS CHICAGO LANDMARK.

[O2023-0001746]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 21, 2023

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on June 20, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number A2023-47 for the appointment of Mayor Brandon Johnson as a member of the Public Building Commission.

Page 1 also contains Document Number O2023-2000 for historical landmark designation of Epworth Church located at 5253 North Kenmore Avenue in the 48th Ward.

Page 1 further contains the historical landmark designation of The Warehouse located at 206 South Jefferson Street in the 34th Ward.

Page 1 further contains the application for an administrative adjustment for the Friendly Tavern LLC located at 6124 West Gunnison Street in the 45th Ward.

Pages 1 through 16 contain various map amendments in the 1st, 2nd, 3rd, 11th, 15th, 16th, 18th, 19th, 20th, 21st, 24th, 27th, 28th, 29th, 30th, 32nd, 34th, 36th, 37th, 40th, 41st, 42nd, 44th, 45th, 47th, 48th and 49th Wards.

Lastly, pages 16 and 17 contain various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 3rd, 8th, 10th, 11th, 27th, 28th, 32nd, 34th, 40th, 41st and 42nd Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) CARLOS RAMIREZ-ROSA,
Chair.

On motion of Alderperson Ramirez-Rosa, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that The Warehouse, (the "Building"), located at 206 South Jefferson Street, Chicago, Illinois, and as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies two criteria for landmark designation as set forth in Section 2-120-620 (1) and (3) of the Municipal Code; and

WHEREAS, The Building was home to The Warehouse from 1977 to 1982, a dance club with cultural significance to the City of Chicago and the United States as the birthplace of house, a genre of dance music characterized by a driving beat, emotive lyrics and lush orchestration drawn from a number of genres including disco, R&B, gospel and techno; and

WHEREAS, As the former home of The Warehouse, the Building is culturally significant to Chicago's LGBTQ, Black and Latino communities as the first supporters of house music at The Warehouse and who found a sense of community, self-expression and hope in The Warehouse's revolutionary music; and

WHEREAS, Over time, The Warehouse became popular with a broad range of Chicago club goers, and it was one of the first venues that broke down the barriers between gay and straight club scenes; and

WHEREAS, As the former home of The Warehouse, the Building is significant for its association with Frankie Knuckles, influential American DJ, record producer, and remix artist, who significantly contributed to the music culture of the City of Chicago and the United States as the "Godfather of house music"; and

WHEREAS, DJ Frankie Knuckles, one of Chicago's cultural pioneers, created house by transforming existing songs by extending, combining and weaving them to create completely new experiences of music. Knuckles also used analog and digital technologies to alter songs to make them more up-tempo and danceable; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On June 8, 2023, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

-- All exterior elevations, including rooflines, of the Building.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description:

The south 20.64 feet of Lot 5 in Magie and Mervills Subdivision of the east half of Block 27 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

206 South Jefferson Street
Chicago, Illinois.

Permanent Index Number:

17-16-111-019-0000

DESIGNATION OF EPWORTH CHURCH AT 5253 N. KENMORE AVE. AS
CHICAGO LANDMARK.

[O2023-2000/O2023-0001894]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 21, 2023

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on June 20, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number A2023-47 for the appointment of Mayor Brandon Johnson as a member of the Public Building Commission.

Page 1 also contains Document Number O2023-2000 for historical landmark designation of Epworth Church located at 5253 North Kenmore Avenue in the 48th Ward.

Page 1 further contains the historical landmark designation of The Warehouse located at 206 South Jefferson Street in the 34th Ward.

Page 1 further contains the application for an administrative adjustment for the Friendly Tavern LLC located at 6124 West Gunnison Street in the 45th Ward.

Pages 1 through 16 contain various map amendments in the 1st, 2nd, 3rd, 11th, 15th, 16th, 18th, 19th, 20th, 21st, 24th, 27th, 28th, 29th, 30th, 32nd, 34th, 36th, 37th, 40th, 41st, 42nd, 44th, 45th, 47th, 48th and 49th Wards.

Lastly, pages 16 and 17 contain various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 3rd, 8th, 10th, 11th, 27th, 28th, 32nd, 34th, 40th, 41st and 42nd Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) CARLOS RAMIREZ-ROSA,
Chair.

On motion of Alderperson Ramirez-Rosa, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that Epworth Church (the "Building"),

located at 5253 North Kenmore Avenue, Chicago, Illinois, as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies four criteria for landmark designation as set forth in Section 2-120-620 (1), (4), (5) and (7) of the Municipal Code; and

WHEREAS, The Building exemplifies the important role that religious institutions played in the development and sustenance of Chicago's neighborhoods; and

WHEREAS, The Building is a picturesque, suburban-scaled church that reflects Edgewater's first phase of growth as a suburban residential development with close proximity to the lakeshore and convenient transit service to downtown; and

WHEREAS, The Building is a manifestation of a community working toward a common goal: the land on which the Building sits was granted to the congregation by John L. Cochran, the developer of Edgewater; the design of the Building was donated by architect and congregation member Frederick P. Townsend; and funds for the construction were raised from the community; and

WHEREAS, The Building is, if not unique, a rare example of fieldstone architecture in Chicago that employs uncoursed granite boulders in its wall construction. This method of construction requires a high degree of design and craftsmanship in traditional masonry construction; and

WHEREAS, The design of the Building combines influences of both the Gothic and Romanesque Revival styles of architecture, picturesque styles of architecture that were popular in the late 19th and early 20th centuries; and

WHEREAS, The church portion of the Building was designed by architect Frederick B. Townsend, who specialized in residential construction in late 19th century Chicago. Notable examples of his work include the William C. Groetzinger House of 1895, a contributing building in the Arlington-Deming Chicago Landmark District, and the Jan Kralovec House in the Five Houses on Avers Avenue Chicago Landmark District; and

WHEREAS, The community house addition to the Building and 1930 renovations at Epworth are the work of Thielbar & Fugard, a significant architectural firm in the history of the City of Chicago, designing the Trustee's System Service Building (182 West Lake Street, 1930), the McGraw-Hill Building (520 North Michigan Avenue, 1928 -- 1929), and as associated architects for the Jewelers Building (35 East Wacker Drive, 1925 -- 1927), all designated Chicago Landmarks; and

WHEREAS, Architect John Fugard also is significant as the designer, through his earlier firm of Fugard & Knapp, of several luxury apartment buildings on Chicago's East Lake Shore Drive -- a Chicago Landmark district and was associated with the design of the Allerton Hotel (701 North Michigan Avenue, 1922), also a designated Chicago Landmark; and

WHEREAS, With its uncoursed granite fieldstone walls and picturesque towers, the Building possesses a familiar and unique visual presence in the Edgewater neighborhood; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On April 13, 2023, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

- All exterior elevations, including rooflines, of the Building including the church building and community house addition.

For the purposes of Section 2-120-740 of the Municipal Code governing the review of permit applications, the following additional guidelines shall also apply:

- The Commission's review of proposed work should ensure that the significant historic and architectural features of the Building are preserved while allowing reasonable change and flexibility to meet continuing and new needs, whether related to the continued current uses of the Building or in accommodating future uses. In particular, the Commission may approve modifications to existing windows and doors to meet code-required light and vent requirements.

The foregoing is not intended to limit the Commission's discretion to approve other changes.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description:

Lots 22, 23 and 24 in Block 12 in John Lewis Cochran's Subdivision of the west half of the northeast quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

5253 North Kenmore Avenue
Chicago, Illinois.

Permanent Index Numbers:

14-08-212-001-0000; and

14-08-212-002-0000.

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 21, 2023

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on June 20, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number A2023-47 for the appointment of Mayor Brandon Johnson as a member of the Public Building Commission.

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Page 1 further contains the historical landmark designation of The Warehouse located at 206 South Jefferson Street in the 34th Ward.

Page 1 further contains the application for an administrative adjustment for the Friendly Tavern LLC located at 6124 West Gunnison Street in the 45th Ward.

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Lastly, pages 16 and 17 contain various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 3rd, 8th, 10th, 11th, 27th, 28th, 32nd, 34th, 40th, 41st and 42nd Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) CARLOS RAMIREZ-ROSA,
Chair.

On motion of Alderperson Ramirez-Rosa, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

3659 S. Ashland Ave.

[Or2023-173/OR2023-0002006]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Public Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3659 South Ashland Avenue, Chicago, Illinois 60609

Zoning District: Planned Manufacturing District Number 8

DOB Sign Permit Application Number: 101011962

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1802810
5. Dimensions: length, 9 feet, 8 inches; height, 5 feet, 9 inches
Total square feet in area: 56 feet, inches
6. Height above grade: 21 feet, inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All-Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1550 W. Carroll Ave.

[Or2023-179/OR2023-0002000]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Hindman Auction & Appraisals

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1550 West Carroll Avenue, Chicago, Illinois 60607

Zoning District: Planned Manufacturing District Number 4

DOB Sign Permit Application Number: 101012900

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1806975
5. Dimensions: length, 2 feet, 0 inches; height, 8 feet, 0 inches
Total square feet in area: 16 feet, 0 inches
6. Height above grade: 24 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South Building
Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

600 W. Chicago Ave.
(West Elevation)

5414 N. Clark St.

[Or2023-216/OR2023-0002034]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Milan Laser Hair Removal

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5414 North Clark Street, Chicago, Illinois 60640

Zoning District: B3-2

DOB Sign Permit Application Number: 101017669

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1821964
5. Dimensions: length, 32 feet, 1 inch; height, 4 feet, 4 inches
Total square feet in area: 139 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Thatcher Oaks Awnings

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1500 N. Clybourn Ave.
(Permit No. 100999528)

[Or2023-196/OR2023-0002008]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: AMC

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1500 North Clybourn Avenue, Chicago, Illinois 60610

Zoning District: Planned Development Number 1075

DOB Sign Permit Application Number: 100999528

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 24 feet, 2 inches; height, 6 feet, 4 inches
Total square feet in area: 153 feet, 0 inches
6. Height above grade: 70 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1500 N. Clybourn Ave.
(Permit No. 100999531)

[Or2023-195/OR2023-0002011]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: AMC

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1500 North Clybourn Avenue, Chicago, Illinois 60610

Zoning District: Planned Development Number 1075

DOB Sign Permit Application Number: 100999531

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 20 feet, 2 inches; height, 5 feet, 3 inches
Total square feet in area: 106 feet, 0 inches
6. Height above grade: 70 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South/East
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

320 N. Damen Ave.
(Permit No. 101015580)

[Or2023-188/OR2023-0002020]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Industrial Council of Nearwest Chicago

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 320 North Damen Avenue, Chicago, Illinois 60612

Zoning District: Planned Manufacturing District Number 4

DOB Sign Permit Application Number: 101015580

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 3 feet, 0 inches; height, 18 feet, 0 inches
Total square feet in area: 54 feet, 0 inches
6. Height above grade: 16 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South/East
8. Name of Sign Contractor/Erector: Flashtric

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1720 N. Damen Ave.
(Permit No. 101011911)

[Or2023-197/OR2023-0002024]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ivy Hall LLC

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1720 North Damen Avenue, Chicago, Illinois 60647

Zoning District: C2-2

DOB Sign Permit Application Number: 101011911

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1779397
5. Dimensions: length, 3 feet, 0 inches; height, 8 feet, 2 inches
Total square feet in area: 25 feet, 0 inches
6. Height above grade: 18 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Flashtic

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1720 N. Damen Ave.
(Permit No. 101011912)

[Or2023-198/OR2023-0002021]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ivy Hall LLC

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1720 North Damen Avenue, Chicago, Illinois 60647

Zoning District: C2-2

DOB Sign Permit Application Number: 101011912

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1779397
5. Dimensions: length, 3 feet, 0 inches; height, 8 feet, 2 inches
Total square feet in area: 25 feet, 0 inches
6. Height above grade: 18 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Flashtric

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1730 W. Fullerton Ave.

[Or2023-181/OR2023-0002031]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Level Nails Bar

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1730 West Fullerton Avenue, Chicago, Illinois 60614

Zoning District: Planned Development Number 437

DOB Sign Permit Application Number: 101012401

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 34 feet, inches; height, 3 feet, 11 inches
Total square feet in area: 133 feet, inches
6. Height above grade: 13 feet, inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Monsibic, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

333 S. Halsted St.

[Or2023-190/OR2023-0002026]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: National Hellenic Museum

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 333 South Halsted Street, Chicago, Illinois 60661

Zoning District: DX-5

DOB Sign Permit Application Number: 101014678

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 25 feet, 0 inches; height, 29 feet, 0 inches
Total square feet in area: 725 square feet
6. Height above grade: feet, inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Liberty Flag and Banner, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

516 S. Loomis St.
(Permit No. 101006921)

[Or2023-214/OR2023-0002017]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Rush Specialty

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 516 South Loomis Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 168

DOB Sign Permit Application Number: 101006921

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

If yes, Public Way Use Number: _____

5. Dimensions: length, 15 feet, 1½ inches; height, 5 feet, 2¾ inches

Total square feet in area: 78 feet, .92 inches

6. Height above grade: 66 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Poblocki Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

516 S. Loomis St.
(Permit No. 101006922)

[Or2023-215/OR2023-0002019]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Rush Specialty

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 516 South Loomis Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 168

DOB Sign Permit Application Number: 101006922

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 27 feet, 6³/₁₆ inches; height, 9 feet, 6 inches
Total square feet in area: 261 feet, .41 inches
6. Height above grade: 61 feet, 3½ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Poblocki Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2808 S. Michigan Ave.

[Or2023-184/OR2023-0001999]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Napleton Downtown Chevrolet

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2808 South Michigan Avenue, Chicago, Illinois 60616

Zoning District: C2-3

DOB Sign Permit Application Number: 101015553

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 11 feet, 4 inches; height, 1 foot, 4 inches
Total square feet in area: 128
6. Height above grade: 34 feet, 4 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): Southeast corner of lot
8. Name of Sign Contractor/Erector: Volkan Signs & Lighting

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

838 Patton Dr.
(Permit No. 101015879)

[Or2023-201/OR2023-0002037]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: flexport.

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 838 Patton Drive, Chicago, Illinois 60666

Zoning District: Planned Development 0

DOB Sign Permit Application Number: 101015879

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 20 feet, 9 inches; height, 4 feet, 7 inches
Total square feet in area: 95 feet, inches
6. Height above grade: 23 feet, inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Bright Light Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

838 Patton Dr.
(Permit No. 101015881)

[Or2023-202/OR2023-0002035]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Kalitta Air

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 838 Patton Drive, Chicago, Illinois 60666

Zoning District: Planned Development 0

DOB Sign Permit Application Number: 101015881

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 20 feet, 9 inches; height, 3 feet, 5 inches
Total square feet in area: 70 feet, 9 inches
6. Height above grade: 24 feet, inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Bright Light Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

656 W. Randolph St.

[Or2023-203/OR2023-0002038]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Steelseries - Elizabeth Black

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 656 West Randolph Street, Chicago, Illinois 60661

Zoning District: DX-7

DOB Sign Permit Application Number: 100986071

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: 1726056
5. Dimensions: length, 18 feet, 3 inches; height, 3 feet, 0 inches
Total square feet in area: 55 feet, inches
6. Height above grade: 49 feet, 00 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: My-Sign Guy

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1319 S. State St.

[Or2023-185/OR2023-0001995]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Fame Center/Willow Creek Community

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1319 South State Street, Chicago, Illinois 60605

Zoning District: DX-7

DOB Sign Permit Application Number: _____

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 11 feet, 6 inches; height, 13 feet, 5 inches
Total square feet in area: 154 feet, 0 inches
6. Height above grade: 1 foot, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West Elevation
8. Name of Sign Contractor/Erector: Elevate Sign Group Ltd.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

947 W. Van Buren St.
(Permit No. 101014916)

[Or2023-200/OR2023-0002029]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Public Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 947 West Van Buren Street, Chicago, Illinois 60607

Zoning District: DS-3

DOB Sign Permit Application Number: 101014916

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1146330
5. Dimensions: length, 5 feet, 1 inch; height, 18 feet, 6 inches
Total square feet in area: 94 feet, 4 inches
6. Height above grade: 38 feet, 1 inch
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: All-Rite Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

947 W. Van Buren St.
(Permit No. 101014918)

[Or2023-199/OR2023-0002032]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Public Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 947 West Van Buren Street, Chicago, Illinois 60607

Zoning District: DS-3

DOB Sign Permit Application Number: 101014918

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1146330
5. Dimensions: length, 5 feet, 1 inch; height, 18 feet, 6 inches
Total square feet in area: 94 feet, 4 inches
6. Height above grade: 17 feet, 10 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All-Rite Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1242 W. Washington Blvd.
(Permit No. 101011411)

[Or2023-207/OR2023-0002014]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011411

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 6 feet, 0 inches; height, 3 feet, 0 inches
Total square feet in area: 18 feet, 0 inches
6. Height above grade: 36 feet, inches
7. Elevation (side of building or lot where the sign will be erected): West Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1242 W. Washington Blvd.
(Permit No. 101011412)

[Or2023-208/OR2023-002012]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011412

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1802192
5. Dimensions: length, 2 feet, 6 inches; height, 12 feet, 0 inches
Total square feet in area: 30 feet, 0 inches
6. Height above grade: 16 feet, inches
7. Elevation (side of building or lot where the sign will be erected): South Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1242 W. Washington Blvd.
(Permit No. 101011417)

[Or2023-209/OR2023-0002009]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011417

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1802192
5. Dimensions: length, 23 feet, 0 inches; height, 2 feet, 5 inches
Total square feet in area: 56 feet, 0 inches
6. Height above grade: 36 feet, inches
7. Elevation (side of building or lot where the sign will be erected): East Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1242 W. Washington Blvd.
(Permit No. 101011419)

[Or2023-210/OR2023-0002007]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011419

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1802192
5. Dimensions: length, 23 feet, 0 inches; height, 2 feet, 5 inches
Total square feet in area: 56 feet, 0 inches
6. Height above grade: 36 feet, inches
7. Elevation (side of building or lot where the sign will be erected): North Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1242 W. Washington Blvd.
(Permit No. 101011420)

[Or2023-211/OR2023-0002004]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011420

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number:
5. Dimensions: length, 2 feet, 3 inches; height, 11 feet, 1 inch
Total square feet in area: 25 feet, 0 inches
6. Height above grade: 20 feet, inches
7. Elevation (side of building or lot where the sign will be erected): North Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

APPROVAL OF ZONING EXCEPTION FOR CHANGE OF LICENSEE AND
CONTINUED OPERATION OF TAVERN AT 2124 W. GUNNISON ST.

[R2023-799/R2023-0002128]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 21, 2023

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on June 20, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number A2023-47 for the appointment of Mayor Brandon Johnson as a member of the Public Building Commission.

Page 1 also contains Document Number O2023-2000 for historical landmark designation of Epworth Church located at 5253 North Kenmore Avenue in the 48th Ward.

Page 1 further contains the historical landmark designation of The Warehouse located at 206 South Jefferson Street in the 34th Ward.

Page 1 further contains the application for an administrative adjustment for the Friendly Tavern LLC located at 6124 West Gunnison Street in the 45th Ward.

Pages 1 through 16 contain various map amendments in the 1st, 2nd, 3rd, 11th, 15th, 16th, 18th, 19th, 20th, 21st, 24th, 27th, 28th, 29th, 30th, 32nd, 34th, 36th, 37th, 40th, 41st, 42nd, 44th, 45th, 47th, 48th and 49th Wards.

Lastly, pages 16 and 17 contain various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 3rd, 8th, 10th, 11th, 27th, 28th, 32nd, 34th, 40th, 41st and 42nd Wards.

I hereby move for passage of the proposed resolution transmitted herewith.

Respectfully submitted,

(Signed) CARLOS RAMIREZ-ROSA,
Chair.

On motion of Alderperson Ramirez-Rosa, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Friendly Tavern LLC filed on April 24, 2023, an application for an Administrative Adjustment pursuant to Article 17-13-1003-Z of the Chicago Zoning Ordinance for the approval to allow a nonconforming use tavern to be substituted to a new business operator. Current business "Albert Rusin -- doing business as, Friendly Tavern" Account Number 35739 1470-License Number 45256 Expiration Date December 15, 2023, to "Friendly Tavern LLC, doing business as Friendly Tavern" online Application Number 1098180, applying for a tavern license located in an RS3 Residential Single-Unit (Detached House) District, on premises at 6124 West Gunnison Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered April 13, 2023, reads:

"Application not approved. Requested certification does not conform with Section(s) 17-2-0102, 17-13-1003-Z of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago"; and

WHEREAS, The district maps show that the premises is located in an RS3 Residential Single-Unit (Detached House) District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: the said use is located in an RS3 Residential Single-Unit (Detached House) District; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the continued operation of the tavern at this location eliminates an unnecessary inconvenience to the applicant; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to ensure that the public health, safety and welfare will be adequately protected and that the continued operation of the existing tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an Administrative Adjustment is approved for the change of license and continued operation of an existing tavern in a two-story mixed-use brick building, on premises at 6124 West Gunnison Street, and that all applicable ordinance of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this Administrative Adjustment shall run only with the applicant, Friendly Tavern LLC, doing business as Friendly Tavern, as licensee, and that a change of licensed shall terminate the Administrative Adjustment granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Chapter 17-15 of the Chicago Zoning Ordinance.

AGREED CALENDAR.

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE ANDREA M. VALENCIA, CITY CLERK:

***CONGRATULATIONS EXTENDED TO PATRICIA POLLARD ON RETIREMENT
FROM OFFICE OF CHICAGO CITY CLERK.***

[R2023-896/R2023-0001087]

WHEREAS, Patricia A. Pollard will retire from the Office of the City Clerk on June 30, 2023 after 41 years of dedicated service to the people of Chicago; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by the Honorable Anna M. Valencia, City Clerk; and

WHEREAS, Patricia Pollard was born in Chicago, Illinois to father, Edward Pollard, and mother, Leonia Williams; and

WHEREAS, Patricia Pollard has one brother, Yshmael Ammonraheem, who lives in the State of Texas; and

WHEREAS, Raised on the South Side of Chicago, Patricia Pollard is a graduate of Our Lady of Solace Grammar School and Unity High School, class of 1977; and

WHEREAS, Patricia Pollard went on to attend Malcolm X College and Harold Washington College, studying photography and graphic design, and plans on continuing her journey and finishing her degrees upon her retirement; and

WHEREAS, Patricia Pollard is the proud aunt of three nieces and one nephew, along with two godsons, one great-niece and numerous cousins; and

WHEREAS, Her journey with the City of Chicago began November 11, 1980 working in the City of Chicago Police Department records division for two years, then spent the next two years working for the Chicago traffic court division before returning to the Chicago Police Department, and then receiving a promotion and moving to the Office of the City Clerk on July 16, 1990 as an Administrative Assistant II; and

WHEREAS, Patricia Pollard enjoys photography, carpentry and traveling, and is looking forward to enjoying all of those things as well as spending more time with her beloved family during her retirement; and

WHEREAS, Throughout her many years of dedicated service, Patricia Pollard has earned the respect and admiration of her colleagues and the citizens of Chicago, and she will be deeply missed by everyone in the office; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this June 21, 2023, do hereby congratulate Patricia Pollard on her retirement from public service and do hereby extend our heartfelt thanks and best wishes in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia Pollard as a sign of our honor, gratitude and respect.

Presented By

ALDERPERSON HARRIS (8th Ward):

TRIBUTE TO LATE OLIVIA CONSUELLA BURKHALTER MARSH.

[R2023-863/R2023-0001088]

WHEREAS, Almighty God, in His infinite wisdom and judgment, has called Olivia Consuella Burkhalter Marsh, an outstanding citizen of the City of Chicago, to her everlasting reward and returned to the heavenly realm on May 21, 2023; and

WHEREAS, This august Chicago City Council body has been informed of her passing by the Honorable Michelle A. Harris, Alderperson of the 8th Ward; and

WHEREAS, Olivia Consuella Burkhalter Marsh was born on December 2, 1942 to Gordon H. Burkhalter and Juanita E. League Burkhalter in Chicago, Illinois. She was the oldest child in a family of eight. Three sisters preceded her in death: Ninetta, Ethel and Frounia; and

WHEREAS, Olivia accepted Christ in her life at a young age. She was baptized at First Church of Deliverance where she sang in the choir for many years; and

WHEREAS, She received her formal education in the Chicago Public School system, attending DuSable High School, and at the age of 50 she attended Harold Washington College where she received her GED; and

WHEREAS, Olivia was affectionately known as “Mama”, “Granny”, “Pat” and “Papose” by her family and friends. Her favorite saying was “Things understood don’t need to be explained”; and

WHEREAS, She leaves to cherish the memories and to celebrate her life five daughters, Diana, Pamela, Sharon, Tracey and Denean; one son who preceded her in death; one sister, Donna; three brothers, Harold, Donald (Mike) and Jerome; 28 grandchildren and 12 great-grandchildren; and a host of very special family and friends to cherish her memory; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, do hereby express our deep sorrow on the passing of Olivia and extend to her family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ms. Olivia Consuella Burkhalter Marsh.

TRIBUTE TO LATE JOYCE ELAINE WHITENHILL.

[R2023-902/R2023-0001089]

WHEREAS, Almighty God, in His infinite wisdom and judgment, has called Joyce Elaine Whitenhill, an outstanding citizen of the City of Chicago, to her everlasting reward and returned to the heavenly realm on May 18, 2023; and

WHEREAS, This august Chicago City Council body has been informed of her passing by the Honorable Michelle A. Harris, Alderperson of the 8th Ward; and

WHEREAS, Joyce Elaine was born in Louisville, Kentucky on October 4, 1950 to the union of George and Marie Whitfield, and accepted Christ at an early age; and

WHEREAS, At age three, the family moved to Chicago, Illinois where she attended Henry Horner Elementary School; and

WHEREAS, She graduated from Dunbar High School and attended Teacher's College (Chicago State University); and

WHEREAS, Joyce married her neighborhood sweetheart, Norman Whitenhill. They moved to California, and she enrolled at the University of California; and

WHEREAS, She completed her bachelor of arts degree in education at Chicago State University. Joyce started her career in education with Chicago Public Schools; and

WHEREAS, She earned her master of arts in teachers education from Roosevelt University in Chicago. She won numerous awards and accolades for her professional as well as community contributions; and

WHEREAS, Joyce was a member of Alpha Kappa Alpha Sorority, Inc., Lambda Mu Omega Chapter; and

WHEREAS, She enjoyed creating ceramics, gardening, shopping, traveling, cooking and spending time with family; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, do hereby express our deep sorrow on the passing of Joyce and extend to her family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Joyce Elaine Whitenhill.

CONGRATULATIONS EXTENDED TO VIRGINIA ALEXANDER ON
80TH BIRTHDAY.

[R2023-864/R2023-0001090]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Virginia Alexander in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Virginia Alexander on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Virginia Alexander belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Virginia Alexander on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Virginia Alexander for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Virginia Alexander in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHERYL ARCHIE ON 70TH BIRTHDAY.

[R2023-865/R2023-0001091]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryl Archie in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Cheryl Archie on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cheryl Archie belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Cheryl Archie on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Cheryl Archie for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Cheryl Archie in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JEAN ROBERT AUGUSTE ON 75TH BIRTHDAY.

[R2023-866/R2023-0001092]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jean Robert Auguste in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Jean Robert Auguste on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jean Robert Auguste belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Jean Robert Auguste on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Jean Robert Auguste for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jean Robert Auguste in honor of her 75th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO JAMES L. BLAND ON 75TH BIRTHDAY.

[R2023-867/R2023-0001093]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James L. Bland in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to James L. Bland on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James L. Bland belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate James L. Bland on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to James L. Bland for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James L. Bland in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ZADINE BROOKSHIRE ON 85TH BIRTHDAY.
[R2023-868/R2023-0001094]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Zadine Brookshire in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Zadine Brookshire on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Zadine Brookshire belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Zadine Brookshire on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Zadine Brookshire for her continued good health, happiness and success following this, her 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Zadine Brookshire in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JILL V. BROWN ON 65TH BIRTHDAY.
[R2023-869/R2023-0001095]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jill V. Brown in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Jill V. Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jill V. Brown belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Jill V. Brown on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Jill V. Brown for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jill V. Brown in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MICHAEL BROWN ON 65TH BIRTHDAY.
[R2023-870/R2023-0001096]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michael Brown in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Michael Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Michael Brown belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Michael Brown on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Michael Brown for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Brown in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JEAN CANNON ON 80TH BIRTHDAY.

[R2023-871/R2023-0001097]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jean Cannon in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Jean Cannon on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jean Cannon belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Jean Cannon on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Jean Cannon for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jean Cannon in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RUBY L. CEASER ON 85TH BIRTHDAY.

[R2023-872/R2023-0001098]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ruby L. Ceaser in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Ruby L. Ceaser on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ruby L. Ceaser belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Ruby L. Ceaser on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ruby L. Ceaser for her continued good health, happiness and success following this, her 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ruby L. Ceaser in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MAURNICE L. CLARK ON 75TH BIRTHDAY.
[R2023-873/R2023-0001099]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maurnice L. Clark in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Maurnice L. Clark on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maurice L. Clark belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Maurnice L. Clark on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Maurnice L. Clark for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Maurnice L. Clark in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANTHONY D. CONN ON 70TH BIRTHDAY.
[R2023-874/R2023-0001100]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anthony D. Conn in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Anthony D. Conn on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Anthony D. Conn belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Anthony D. Conn on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Anthony D. Conn for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony D. Conn in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERT EDWARDS ON 70TH BIRTHDAY.
[R2023-875/R2023-0001101]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert Edwards in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Robert Edwards on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert Edwards belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Robert Edwards on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Robert Edwards for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert Edwards in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KENNETH WAYNE GREENE ON 65TH BIRTHDAY.

[R2023-876/R2023-0001102]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kenneth Wayne Greene in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Kenneth Wayne Greene on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kenneth Wayne Greene belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Kenneth Wayne Greene on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Kenneth Wayne Greene for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kenneth Wayne Greene in honor of his 65th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO KIM N. HENRY ON 65TH BIRTHDAY.

[R2023-877/R2023-0001103]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kim N. Henry in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Kim N. Henry on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kim N. Henry belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Kim N. Henry on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Kim N. Henry for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kim N. Henry in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RICHARD E. HOWARD, JR. ON 75TH BIRTHDAY.

[R2023-878/R2023-0001104]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Richard E. Howard, Jr. in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Richard E. Howard, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Richard E. Howard, Jr. belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Richard E. Howard, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Richard E. Howard, Jr. for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard E. Howard, Jr. in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANTHONY T. HUDSON ON 65TH BIRTHDAY.
[R2023-879/R2023-0001105]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anthony T. Hudson in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Anthony T. Hudson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Anthony T. Hudson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Anthony T. Hudson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Anthony T. Hudson for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony T. Hudson in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DONALD J. LAWRENCE ON 85TH BIRTHDAY.

[R2023-880/R2023-0001106]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donald J. Lawrence in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Donald J. Lawrence on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Donald J. Lawrence belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Donald J. Lawrence on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Donald J. Lawrence for his continued good health, happiness and success following this, his 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Donald J. Lawrence in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO IRA J. LINTON, SR. ON 75TH BIRTHDAY.
[R2023-881/R2023-0001107]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ira J. Linton, Sr. in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Ira J. Linton, Sr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ira J. Linton, Sr. belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Ira J. Linton, Sr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ira J. Linton, Sr. for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ira J. Linton, Sr. in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA L. MAIDEN ON 85TH BIRTHDAY.
[R2023-882/R2023-0001108]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia L. Maiden in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Patricia L. Maiden on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia L. Maiden belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Patricia L. Maiden on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Patricia L. Maiden for her continued good health, happiness and success following this, her 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia L. Maiden in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MAMIE R. MAYFIELD ON 90TH BIRTHDAY.

[R2023-883/R2023-0001109]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mamie R. Mayfield in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Mamie R. Mayfield on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mamie R. Mayfield belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Mamie R. Mayfield on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Mamie R. Mayfield for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mamie R. Mayfield in honor of her 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DIANA C. MOORE ON 65TH BIRTHDAY.

[R2023-884/R2023-0001110]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diana C. Moore in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Diana C. Moore on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Diana C. Moore belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Diana C. Moore on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Diana C. Moore for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Diana C. Moore in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EDDIE L. MYERS, JR. ON 65TH BIRTHDAY.

[R2023-885/R2023-0001111]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eddie L. Myers, Jr. in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Eddie L. Myers, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eddie L. Myers, Jr. belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Eddie L. Myers, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Eddie L. Myers, Jr. for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eddie L. Myers, Jr. in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VERDELL F. NEWELL ON 90TH BIRTHDAY.
[R2023-886/R2023-0001112]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Verdell F. Newell in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Verdell F. Newell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Verdell F. Newell belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Verdell F. Newell on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Verdell F. Newell for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Verdell F. Newell in honor of her 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DELL RITA ROBINSON ON 65TH BIRTHDAY.
[R2023-887/R2023-0001113]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dell Rita Robinson in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Dell Rita Robinson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dell Rita Robinson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Dell Rita Robinson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Dell Rita Robinson for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dell Rita Robinson in honor of her 65th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO JAMES E. STOVER ON 80TH BIRTHDAY.
[R2023-888/R2023-0001114]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James E. Stover in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to James E. Stover on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James E. Stover belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate James E. Stover on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to James E. Stover for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James E. Stover in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DENISE SUDOR ON 65TH BIRTHDAY.
[R2023-889/R2023-0001115]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Denise Sudor in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Denise Sudor on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Denise Sudor belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Denise Sudor on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Denise Sudor for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Denise Sudor in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ARTIES A. TALMADGE, JR. ON 70TH BIRTHDAY.

[R2023-890/R2023-0001116]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arties A. Talmadge, Jr. in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Arties A. Talmadge, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Arties A. Talmadge, Jr. belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Arties A. Talmadge, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Arties A. Talmadge, Jr. for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Arties A. Talmadge, Jr. in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA TAYLOR ON 80TH BIRTHDAY.

[R2023-891/R2023-0001117]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Taylor in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Patricia Taylor on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia Taylor belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Patricia Taylor on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Patricia Taylor for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia Taylor in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BARBARA S. WATSON ON 80TH BIRTHDAY.
[R2023-892/R2023-0001118]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Barbara S. Watson in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Barbara S. Watson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Barbara S. Watson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Barbara S. Watson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Barbara S. Watson for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Barbara S. Watson in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BESS M. WELLS ON 80TH BIRTHDAY.
[R2023-893/R2023-0001119]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bess M. Wells in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Bess M. Wells on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bess M. Wells belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Bess M. Wells on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Bess M. Wells for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bess M. Wells in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAMES M. WILSON ON 75TH BIRTHDAY.
[R2023-894/R2023-0001120]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James M. Wilson in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to James M. Wilson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James M. Wilson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate James M. Wilson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to James M. Wilson for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James M. Wilson in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DARRON P. WOODS ON 65TH BIRTHDAY.**[R2023-895/R2023-0001121]**

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Darron P. Woods in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Darron P. Woods on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Darron P. Woods belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st of June 2023, do hereby congratulate Darron P. Woods on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Darron P. Woods for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Darron P. Woods in honor of his 65th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON QUINN (13th Ward):

TRIBUTE TO LATE THERESE ANN BARZYDLO.**[R2023-898/R2023-0001123]**

WHEREAS, God, in His infinite wisdom, has called Therese Ann Barzydlo to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Therese Ann Barzydlo (nee Gromala) passed away on June 3, 2023. Beloved wife of George Barzydlo; loving mother of George Barzydlo III; dear daughter of the late Henry J. Gromala and the late Leona Gromala (nee Lachnowicz); dear sister of

Maria (Ronald) Laskowski and the late Sandra (late James) Mellon III; godmother of Melissa (Ricardo) Cervantes; fond aunt of Jessica Laskowski; dear daughter-in-law of Kathleen J. Barzydlo and the late George Barzydlo, Sr.; dear sister-in-law of William (late Leslie) Barzydlo; and cousin and friend of many; and

WHEREAS, Therese Ann Barzydlo leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of June 2023, hereby express our sorrow on the death of Therese Ann Barzydlo and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy be presented to the family of Therese Ann Barzydlo.

CONGRATULATIONS EXTENDED TO AIDEN MC NULTY ON PERFECT ATTENDANCE DURING ALL NINE YEARS OF ELEMENTARY SCHOOL.

[R2023-910/R2023-0001205]

WHEREAS, Aiden McNulty graduated from John C. Dore Elementary School on June 5, 2023; and

WHEREAS, The Honorable Marty Quinn, Alderperson of the 13th Ward, has apprised the members of the chamber of this remarkable young man's accomplishment; and

WHEREAS, Aiden McNulty had perfect attendance all nine years that he attended Dore, from kindergarten to 8th grade; and

WHEREAS, Jeffrey Yersich, Aiden's grandfather, drove him to and from school every day; and

WHEREAS, Aiden will attend St. Lawrence High School in the fall to continue his education; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 21st day of June 2023, do hereby congratulate Aiden McNulty on nine years of perfect attendance at John C. Dore Elementary School; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Aiden McNulty.

CONGRATULATIONS EXTENDED TO GURDON S. HUBBARD HIGH SCHOOL COACH THOMAS C. SKUBICH ON 50TH ANNIVERSARY OF WINNING ILLINOIS STATE BASEBALL CHAMPIONSHIP.

[R2023-911/R2023-0001206]

WHEREAS, On June 8, 1973, Gurdon S. Hubbard High School won the Illinois State Baseball Championship. Consequently, June 8, 2023 is the 50th anniversary of their win; and

WHEREAS, The Honorable Marty Quinn, Alderperson of the 13th Ward, has apprised the members of the chamber of this remarkable achievement; and

WHEREAS, Thomas C. Skubich was born on February 23, 1934 in Chicago's Little Village neighborhood. His family moved to Hinsdale as a child; and

WHEREAS, Tom graduated from Hinsdale High School in 1952. He then attended Northern Illinois University where he was captain of the Northern Illinois State Huskies football team; he graduated with a bachelor's degree in teaching 1956; and

WHEREAS, In 1957, Tom married the love of his life, Jinny. In that same year, he was drafted into the Army and stationed in Heidelberg, Germany for two years. After being discharged, Tom and Jinny returned to Chicago and moved to Downers Grove where they raised their family. They have two daughters, Kim and Lori; three grandchildren; and two great-grandchildren. Tom and Jinny have been married for more than 65 wonderful years; and

WHEREAS, Mr. Skubich's first teaching position was at Gurdon S. Hubbard High School where he taught physical education, held the position of athletic director and coached the Hubbard Greyhounds baseball teams until his retirement in 1994; and

WHEREAS, In 1973, the Hubbard Greyhounds baseball team, led by Coach Tom Skubich, went 28-3 and won the Illinois State Championship. No other Chicago public high school has clinched the title since Hubbard in 1973; and

WHEREAS, In 1995, Mr. Skubich was inducted into the Illinois High School Baseball Coaches Hall of Fame. Being an athlete his whole life, Mr. Skubich has participated in the National Senior Games Association, otherwise known as the Senior Olympics; and

WHEREAS, Coach Skubich's many accomplishments in the classroom and on the baseball field demonstrate commitment to educating youth and serve as an example to today's teachers and coaches; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 21st day of June 2023, do hereby congratulate Coach Skubich on the 50th anniversary of winning the Illinois State Championship; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Thomas Skubich.

Presented By

ALDERPERSON LOPEZ (15th Ward):

TRIBUTE TO LATE CAPTAIN CARROLL COOLEY.

[R2023-0001254]

WHEREAS, The Miranda warning is a police notification given to criminal suspects being held in police custody; and

WHEREAS, The United States Supreme Court mandated the language of the Miranda warning in 1966 as a result of *Miranda v. Arizona*; and

WHEREAS, The warning explicitly advises those under arrest or detention of their right to silence, their right to refuse answering questions and their right to legal representation; and

WHEREAS, This landmark United States Supreme Court decision was the result of a 1963 arrest made by then-Detective Carroll Cooley of alleged kidnapper and rapist Ernesto Miranda; and

WHEREAS, There was, up to this point, no legal requirement in the United States for any disclaimer to be made of the rights of the accused at the time of their arrest or detainment; and

WHEREAS, Carroll Cooley has been called home to God on May 29, 2023 as a result of chronic obstructive pulmonary disease, joins his son Kenneth and is survived by his wife, Glee Cooley; daughter, Brenda Barcellos; stepson, Mark Scheiter; stepdaughter, Caron Reynolds; 12 grandchildren; and 18 great-grandchildren; and

WHEREAS, The City Council of the City has been informed of his passing by the Honorable Raymond A. Lopez, Alderperson of Chicago's 15th Ward; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council, hereby recognize the life and legacy of Captain Carroll Cooley and his impact on law enforcement across these United States of America; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to the Cooley family.

Presented By

ALDERPERSON COLEMAN (16th Ward):

CONGRATULATIONS EXTENDED TO LINDA ABRAHAM ON 70TH BIRTHDAY.
[R2023-801/R2023-0001124]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Linda Abraham on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Linda Abraham to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Linda Abraham has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Linda Abraham's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Linda Abraham as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO FRANK BARNES ON 65TH BIRTHDAY.
[R2023-802/R2023-0001125]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Frank Barnes on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Frank Barnes to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Frank Barnes has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Frank Barnes' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Frank Barnes as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARGARET BLEVINS ON 91ST BIRTHDAY.
[R2023-803/R2023-0001126]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Margaret Blevins on her 91st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Margaret Blevins to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Margaret Blevins has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Margaret Blevins' 91st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Margaret Blevins as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LOIS BOLDEN ON 83RD BIRTHDAY.
[R2023-804/R2023-0001127]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lois Bolden on her 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lois Bolden to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lois Bolden has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Lois Bolden's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lois Bolden as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MICHAEL BOYD ON 70TH BIRTHDAY.

[R2023-805/R2023-0001128]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Michael Boyd on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Michael Boyd to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Michael Boyd has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Michael Boyd's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Boyd as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DORIS BROOKS ON 85TH BIRTHDAY.

[R2023-806/R2023-0001129]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Doris Brooks on her 85th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Doris Brooks to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Doris Brooks has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Doris Brooks' 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Doris Brooks as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO VELMA BROWN ON 70TH BIRTHDAY.
[R2023-807/R2023-0001130]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Velma Brown on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Velma Brown to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Velma Brown has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Velma Brown's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Velma Brown as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO EMMA BURKS ON 97TH BIRTHDAY.
[R2023-808/R2023-0001131]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Emma Burks on her 97th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Emma Burks to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Emma Burks has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Emma Burks' 97th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Emma Burks as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RODNEY BUSH ON 75TH BIRTHDAY.

[R2023-809/R2023-0001132]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rodney Bush on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Rodney Bush to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Rodney Bush has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Rodney Bush's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rodney Bush as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BARBARA CAPLETON-ELVOID ON 84TH BIRTHDAY.

[R2023-810/R2023-0001133]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Barbara Capleton-Elvoid on her 84th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Barbara Capleton-Elvoid to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Barbara Capleton-Elvoid has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Barbara Capleton-Elvoid's 84th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Barbara Capleton-Elvoid as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MICHAEL CHRISTIAN ON 75TH BIRTHDAY.
[R2023-811/R2023-0001134]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Michael Christian on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Michael Christian to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Michael Christian has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Michael Christian's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Christian as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO VELMA COLLINS ON 75TH BIRTHDAY.
[R2023-812/R2023-0001135]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Velma Collins on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Velma Collins to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Velma Collins has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Velma Collins' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Velma Collins as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO NANCY COOPWOOD ON 84TH BIRTHDAY.
[R2023-813/R2023-0001137]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Nancy Coopwood on her 84th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Nancy Coopwood to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Nancy Coopwood has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Nancy Coopwood's 84th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nancy Coopwood as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JESSE CRAWFORD ON 70TH BIRTHDAY.
[R2023-814/R2023-0001138]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jesse Crawford on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jesse Crawford to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jesse Crawford has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Jesse Crawford's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jesse Crawford as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LENA ELVERTON ON 65TH BIRTHDAY.

[R2023-815/R2023-0001139]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lena Elverton on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lena Elverton to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lena Elverton has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Lena Elverton's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lena Elverton as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ALMEASSA EVANS ON 84TH BIRTHDAY.

[R2023-816/R2023-0001141]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Almeassa Evans on her 84th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Almeassa Evans to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Almeassa Evans has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Almeassa Evans' 84th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Almeassa Evans as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CHRISTINE EVANS ON 88TH BIRTHDAY.
[R2023-817/R2023-0001142]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Christine Evans on her 88th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Christine Evans to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Christine Evans has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Christine Evans' 88th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Christine Evans as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LUTHER FERRELL, JR. ON 65TH BIRTHDAY.

[R2023-818/R2023-0001143]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Luther Ferrell, Jr. on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Luther Ferrell, Jr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Luther Ferrell, Jr. has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Luther Ferrell, Jr.'s 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Luther Ferrell, Jr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BETTY FLEMING ON 80TH BIRTHDAY.

[R2023-819/R2023-0001144]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Betty Fleming on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Betty Fleming to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Betty Fleming has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Betty Fleming's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Betty Fleming as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BRIAN GOODE, SR. ON 70TH BIRTHDAY.

[R2023-820/R2023-0001145]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Brian Goode, Sr. on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Brian Goode, Sr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Brian Goode, Sr. has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Brian Goode, Sr.'s 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Brian Goode, Sr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO GONZELLUS GORDON ON 70TH BIRTHDAY.

[R2023-821/R2023-0001146]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Gonzellus Gordon on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Gonzellus Gordon to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Gonzellus Gordon has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Gonzellus Gordon's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gonzellus Gordon as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CHESTER HAMILTON ON 83RD BIRTHDAY.

[R2023-822/R2023-0001147]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Chester Hamilton on his 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Chester Hamilton to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Chester Hamilton has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Chester Hamilton's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chester Hamilton as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ALFRED HAMPTON ON 90TH BIRTHDAY.
[R2023-823/R2023-0001148]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Alfred Hampton on his 90th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Alfred Hampton to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Alfred Hampton has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Alfred Hampton's 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alfred Hampton as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARCELLA HAMPTON ON 84TH BIRTHDAY.

[R2023-824/R2023-0001149]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Marcella Hampton on her 84th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Marcella Hampton to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Marcella Hampton has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Marcella Hampton's 84th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marcella Hampton as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROBERT HARRELL ON 81ST BIRTHDAY.
[R2023-825/R2023-0001150]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Robert Harrell on his 81st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Robert Harrell to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Robert Harrell has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Robert Harrell's 81st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert Harrell as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JEROME HARRIS ON 65TH BIRTHDAY.
[R2023-826/R2023-0001151]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jerome Harris on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jerome Harris to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jerome Harris has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Jerome Harris' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jerome Harris as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO VERMADELL HARRISON ON 90TH BIRTHDAY.

[R2023-827/R2023-0001152]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Vermadell Harrison on her 90th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Vermadell Harrison to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Vermadell Harrison has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Vermadell Harrison's 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Vermadell Harrison as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JORGE HERNANDEZ ON 80TH BIRTHDAY.

[R2023-828/R2023-0001153]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jorge Hernandez on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jorge Hernandez to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jorge Hernandez has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Jorge Hernandez's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jorge Hernandez as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ELVIS JACKSON ON 65TH BIRTHDAY.

[R2023-829/R2023-0001154]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Elvis Jackson on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Elvis Jackson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Elvis Jackson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Elvis Jackson's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Elvis Jackson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO FRANCIS JACKSON ON 80TH BIRTHDAY.

[R2023-830/R2023-0001155]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Francis Jackson on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Francis Jackson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Francis Jackson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Francis Jackson's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Francis Jackson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LLOYD JOHNSON ON 70TH BIRTHDAY.

[R2023-831/R2023-0001156]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lloyd Johnson on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lloyd Johnson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lloyd Johnson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Lloyd Johnson's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lloyd Johnson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROBERT KMIEC ON 82ND BIRTHDAY.

[R2023-832/R2023-0001157]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Robert Kmiec on his 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Robert Kmiec to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Robert Kmiec has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Robert Kmiec's 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert Kmiec as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JERRY MAYO ON 70TH BIRTHDAY.

[R2023-833/R2023-0001158]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jerry Mayo on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jerry Mayo to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jerry Mayo has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Jerry Mayo's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jerry Mayo as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DOROTHY MC VEY ON 82ND BIRTHDAY.

[R2023-834/R2023-0001159]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Dorothy McVey on her 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Dorothy McVey to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Dorothy McVey has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Dorothy McVey's 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dorothy McVey as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO FLOYD MINOR, JR. ON 81ST BIRTHDAY.
[R2023-835/R2023-0001160]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Floyd Minor, Jr. on his 81st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Floyd Minor, Jr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Floyd Minor, Jr. has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Floyd Minor, Jr.'s 81st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Floyd Minor, Jr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO FLORENCE MOORE ON 82ND BIRTHDAY.
[R2023-836/R2023-0001161]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Florence Moore on her 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Florence Moore to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Florence Moore has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Florence Moore's 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Florence Moore as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARTENIA MORRIS ON 75TH BIRTHDAY.
[R2023-837/R2023-0001162]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Martenia Morris on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Martenia Morris to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Martenia Morris has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Martenia Morris' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Martenia Morris as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RUTHIE MURDOCK ON 83RD BIRTHDAY.
[R2023-838/R2023-0001163]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ruthie Murdock on her 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Ruthie Murdock to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ruthie Murdock has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Ruthie Murdock's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ruthie Murdock as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO SHIRLEY PAGE ON 65TH BIRTHDAY.

[R2023-839/R2023-0001164]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Shirley Page on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Shirley Page to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Shirley Page has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Shirley Page's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Shirley Page as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO KATHY PATTERSON ON 65TH BIRTHDAY.

[R2023-840/R2023-0001165]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Kathy Patterson on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Kathy Patterson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Kathy Patterson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Kathy Patterson's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kathy Patterson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RICHARD PLAYER ON 86TH BIRTHDAY.

[R2023-841/R2023-0001166]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Richard Player on his 86th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Richard Player to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Richard Player has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Richard Player's 86th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard Player as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BARBARA PETERMON ON 70TH BIRTHDAY.

[R2023-842/R2023-0001167]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Barbara Petermon on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Barbara Petermon to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Barbara Petermon has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Barbara Petermon's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Barbara Petermon as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BONITA POLK ON 70TH BIRTHDAY.

[R2023-843/R2023-0001168]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Bonita Polk on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Bonita Polk to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Bonita Polk has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Bonita Polk's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bonita Polk as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO OPHELIA PORTER ON 94TH BIRTHDAY.

[R2023-844/R2023-0001169]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ophelia Porter on her 94th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Ophelia Porter to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ophelia Porter has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Ophelia Porter's 94th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ophelia Porter as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CAROL RICHARDSON ON 75TH BIRTHDAY.
[R2023-845/R2023-0001170]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Carol Richardson on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Carol Richardson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Carol Richardson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Carol Richardson's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carol Richardson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO SAMMIE RILEY, JR. ON 80TH BIRTHDAY.
[R2023-846/R2023-0001171]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Sammie Riley, Jr. on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Sammie Riley, Jr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Sammie Riley, Jr. has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Sammie Riley, Jr.'s 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sammie Riley, Jr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ANNIE ROBINSON ON 83RD BIRTHDAY.

[R2023-847/R2023-0001172]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Annie Robinson on her 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Annie Robinson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Annie Robinson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Annie Robinson's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Annie Robinson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WILLIE ROYAL ON 70TH BIRTHDAY.

[R2023-848/R2023-0001173]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Willie Royal on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Willie Royal to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Willie Royal has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Willie Royal's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Willie Royal as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JOSEPH SAM ON 75TH BIRTHDAY.

[R2023-849/R2023-0001174]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Joseph Sam on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Joseph Sam to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Joseph Sam has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Joseph Sam's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph Sam as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JOYCE STEPHENS ON 82ND BIRTHDAY.

[R2023-850/R2023-0001175]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Joyce Stephens on her 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Joyce Stephens to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Joyce Stephens has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Joyce Stephens' 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joyce Stephens as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BURVIN STEWART ON 70TH BIRTHDAY.

[R2023-851/R2023-0001176]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Burvin Stewart on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Burvin Stewart to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Burvin Stewart has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Burvin Stewart's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Burvin Stewart as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO EDD TIBBS ON 75TH BIRTHDAY.

[R2023-852/R2023-0001177]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Edd Tibbs on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Edd Tibbs to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Edd Tibbs has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Edd Tibbs' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edd Tibbs as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RUSHELL WALKER ON 86TH BIRTHDAY.
[R2023-853/R2023-0001178]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rushell Walker on her 86th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Rushell Walker to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Rushell Walker has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Rushell Walker's 86th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rushell Walker as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LILLIE WALLS ON 70TH BIRTHDAY.
[R2023-854/R2023-0001179]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lillie Walls on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lillie Walls to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lillie Walls has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Lillie Walls' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lillie Walls as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JEANNE WRIGHT ON 94TH BIRTHDAY.

[R2023-855/R2023-0001180]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jeanne Wright on her 94th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jeanne Wright to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jeanne Wright has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Jeanne Wright's 94th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jeanne Wright as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JIMMY WRIGHT ON 70TH BIRTHDAY.

[R2023-856/R2023-0001181]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jimmy Wright on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jimmy Wright to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jimmy Wright has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Jimmy Wright's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jimmy Wright as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CHARLES YOUNG ON 70TH BIRTHDAY.
[R2023-857/R2023-0001182]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Charles Young on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Charles Young to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Charles Young has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 21st day of June 2023, do hereby celebrate Charles Young's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles Young as a token of our appreciation and blessed wishes.

Presented By

ALDERPERSON RODRIGUEZ (22nd Ward):

TRIBUTE TO LATE LEAH HERRERA.

[R2023-800/R2023-0001183]

WHEREAS, Leah Herrera, an incredible and outgoing eight-year-old Chicagoan, was taken away from us too soon on August 31, 2021, after living with a rare brain cancer for over a year; and

WHEREAS, The Chicago City Council has been informed of Leah's story by the Honorable Michael D. Rodriguez, Alderperson of the 22nd Ward; and

WHEREAS, Born on October 2, 2012, Leah had a personality like no other -- an extremely outgoing, TikTok-loving, unicorn-loving, hands-on-her-hips sassy fashionista and princess with a loving family, two amazing older sisters, a fun mom, a cool dad and three fur siblings; and

WHEREAS, In March 2020, Leah began developing tremors and issues with her eyesight while at her "home away from home" -- Mark Twain Elementary; Leah would be diagnosed with anaplastic astrocytoma, a rare Grade III glioma; and

WHEREAS, Since surgery wasn't an option due to the location of the tumor in her brain, Leah's treatment began almost instantly, consisting of chemotherapy and intense radiation therapy -- or "superpowers" as Leah called it -- five days a week for six weeks; and

WHEREAS, Even though the world was shutting down due to the COVID-19 pandemic, Leah was able to continue going to school remotely, balancing a regular childhood with her aggressive treatment regimen; and

WHEREAS, Throughout a rollercoaster of emotions, filled with good days and bad, Leah continued smiling, dancing and laughing -- all of the day-to-day experiences we take for granted -- determined to be stronger than any tumor, any treatment, any cancer and getting back to her "brain-tumors-be-trippin" self; and

WHEREAS, Despite showing signs of improvement, only six months after beginning treatment, Leah began developing limpness in her left leg and was diagnosed with another tumor; and

WHEREAS, Leah, the hero that she was, became part of a clinical immunotherapy trial at Lurie Children's Hospital; not once was Leah scared during her treatments, and her determination made everything just a little less scary for everyone around her; and

WHEREAS, A few months later, after it was discovered that the immunotherapy was not working, Leah passed in her "castle" surrounded by her family; and

WHEREAS, Throughout her too-short time with us, Leah never looked at herself as "sick"; she kept her mind and heart open to the world, touching countless lives with her determination and positivity; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of June 2023, celebrate the life of Leah Herrera; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Leah Herrera as a sign of our honor and respect.

TRIBUTE TO LATE RODOLFO LOZANO.

[R2023-899/R2023-0001184]

WHEREAS, Rodolfo "Rudy" Lozano, labor activist and community organizer, was tragically assassinated in his home 40 years ago, at the age of 31; and

WHEREAS, The Chicago City Council has been informed of the anniversary of Rudy's death by the Honorable Michael D. Rodriguez, Alderperson of the 22nd Ward; and

WHEREAS, Born in 1951 in Harlingen, Texas, Rudy was one of six children born to Guadalupe and Anita Lozano, who moved their family to Pilsen shortly after Rudy was born; and

WHEREAS, His formative years in Pilsen instilled in Rudy a deep sense of activism and dedication to the betterment of working people, especially joining his father on picket lines during metalworker strikes; and

WHEREAS, Inspired by his father and the civil rights movement, in 1970, Rudy helped organize Black and Latino students to stage a series of walkouts over substandard and overcrowded facilities, the lack of representation in the curriculum and the lack of bilingual education at Carter Henry Harrison Technical High School (now Maria Saucedo Scholastic Academy/Telpochcalli Elementary School); and

WHEREAS, These walkouts inspired students around the city and, over the next decade, over 35,000 students would join in walkouts as part of a fight to end discrimination in the Chicago Public School system, ultimately leading to the Board of Education building a new high school to serve Pilsen -- Benito Juarez Community Academy; and

WHEREAS, After high school, Rudy attended University of Illinois at Chicago as part of the first wave of Mexican-American students, where he would continue to lead struggles for a multicultural curriculum and increased student diversity, culminating in the creation of the Latin American Recruitment and Educational Services Program (LARES); and

WHEREAS, During this time, Rudy met the love of his life, Guadalupe (Lupe); the two were married on December 8, 1973, and the couple was blessed with three sons: Rudy, Jr., Jose and David; and

WHEREAS, After his time in college, Rudy continued his activism, becoming an integral part of the Centro de Acción Social Autónoma -- Hermandad General de Trabajadores (Center for Autonomous Social Action -- General Brotherhood of Workers) (CASA), and becoming the youngest Midwest director of the International Ladies Garment Workers Union; and

WHEREAS, In these roles, Rudy continued to focus on advocating for immigrant workers; in the late 1970s, Rudy began organizing and supporting over 100 of Pilsen's noncitizen residents working at the Midwest's largest tortilla factory in the face of strong opposition,

including when management tried to hinder the unionization drive by calling the Immigration and Naturalization Service on their own workers; and

WHEREAS, Rudy became involved in electoral politics, first through the Near West Side Independent Political Organization, where he registered Latino voters and prioritized creating unity between Latino, Black and White community members, before running for a seat on the City Council in the 22nd Ward in 1983 while serving as a trusted advisor to Harold Washington's campaign for mayor; and

WHEREAS, The 1983 election was hotly contested and, although he fell 17 votes short of forcing a runoff, Rudy played a key role in forging the strategic coalition between the Latino, Black and white communities that propelled Mayor Washington to victory and formed the building blocks of the 22nd Ward Independent Political Organization; and

WHEREAS, Shortly after the 1983 election, Rudy's life was tragically cut short when he was assassinated in his home on June 8, 1983; he was 31; and

WHEREAS, Rudy's murder stunned the city, with thousands of mourners attending his funeral, including the recently elected Mayor Washington, who paid tribute to Rudy by noting that "if the coalition of Chicago which came with my election is due to anyone, it is due to Rudy Lozano" who was "a man driven by a search for unity among people"; and

WHEREAS, Although Rudy's murder devastated many and left a tremendous void in the community, the memory of his activism, dedication, passion and vision of unity inspired generations of activists and organizers, including the campaign manager from his 1983 election -- now-Congressman Jesus "Chuy" Garcia, who would go on to win the election as 22nd Ward Committeeman in 1984 and as 22nd Ward Alderperson in a 1986 special election following a successful legal challenge to the city's ward map; and

WHEREAS, Rudy's vision survives to this day, carried forward by his compañeros, fellow allies of the movement and devoted family members, including his widow, Lupe; children, grandchildren and siblings; and

WHEREAS, Rudy's legacy can also be seen in the institutions that now bear his name and continue to inspire new generations, including the Rudy Lozano Library, a branch of the Chicago Public Library in Pilsen, and the Rodolfo Lozano Bilingual and International Center, a magnet elementary school on the city's Near North Side; and

WHEREAS, Throughout his life, Rudy was on a mission to empower and uplift the voices of all workers, to organize the unorganized, to protect and advocate for immigrant families and to strategically forge coalitions among Latino, Black, other historically underrepresented community groups and their progressive allies; and

WHEREAS, The lessons Rudy taught us during his too-short time with us transcend generations, reminding us what is possible when we build solidarity among working-class people regardless of race, creed, gender or origin in the name of justice, equity, love, compassion and unity; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of June 2023, do hereby honor the life and contributions of Rodolfo "Rudy" Lozano and his legacy that continues to teach us how to build a city that is just and fair for all; and

Be It Further Resolved, That a suitable copy of this resolution be tendered to the family and friends of Rudy Lozano so that his memory may be honored and ever cherished.

TRIBUTE TO LATE MIRIAM NATAL.

[R2023-900/R2023-0001185]

WHEREAS, Miriam Natal, beloved wife, mother, grandmother and member of the community, passed away on June 5, 2023 at 67; and

WHEREAS, The Chicago City Council has been informed of Miriam's passing by the Honorable Michael D. Rodriguez, Alderperson of the 22nd Ward; and

WHEREAS, Born in Chicago on September 5, 1955, Miriam (nee Lopez) graduated from Holy Name Cathedral Preparatory High School before embarking on a career in nursing after receiving her licensed practical nurse (LPN) certificate from the University of Illinois at Chicago, and later, her registered nurse (RN) certificate from Truman College; and

WHEREAS, Miriam constantly looked to improve her skills as a nurse so as to better care for her patients; her caring nature -- a balance of firmness and compassion -- elicited countless cards of gratitude from patients she cared for over the years; and

WHEREAS, Along the way, Miriam met Jose Natal, who was quickly taken by her beauty; the two fell in love and would marry on October 11, 1985 and renewed their vows in 1990 to have their marriage blessed by the church; and

WHEREAS, A constant believer in Christianity, requests for help and other needs from her church always tugged at her heart; you name it, she helped with it in any way she could -- whether digging the last dollar out of her purse for a person in need or collecting anything that could be reused by a church, a nonprofit or simply a friend in need; and

WHEREAS, In addition to her deep sense of caring and compassion, Miriam was a "firecracker" on a mission to do the right thing and often intervened and prevented robberies, muggings and bullying in the neighborhood; and

WHEREAS, Miriam intensely loved her family; she and Jose would spend hours and hours discussing how to care for their children, siblings and parents, and whether she was right or

wrong, she always brought a deep sense of genuine concern and compassion for her family; and

WHEREAS, When she wasn't caring for others, Miriam could often be seen "dressed to a T" and loved shopping for hours; and

WHEREAS, In November 2022, Miriam suffered a stroke that left her unable to move or speak, but even through the last months of her life, she continued to love and be loved, communicating with Jose through held hands and caressed foreheads; and

WHEREAS, Miriam is survived by her loving husband, Jose; her beloved children, Nancy, Ruben, Marco, Melinda and Salvatore; and her brother, Hector; and

WHEREAS, To know Miriam was to love and be loved; she will be missed by all who knew her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of June 2023, would like to recognize and celebrate the life of Miriam Natal; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Miriam Natal as a sign of our honor and respect.

TRIBUTE TO LATE STEVE VALDEZ.

[R2023-901/R2023-0001186]

WHEREAS, Steven "Big Steve" Paul Valdez, family man and beloved member of his community, died April 5, 2021 at the age of 51; and

WHEREAS, The Chicago City Council has been informed of Steve's passing by the Honorable Michael D. Rodriguez, Alderperson of the 22nd Ward; and

WHEREAS, A lifelong resident of Little Village, Steve was born March 28, 1970 and was raised on 25th Street and Christiana Avenue before moving to West 32nd Street and South Kedvale Avenue; and

WHEREAS, In 1989, Steve married Juanita Reyes, and the newlyweds quickly welcomed two children to their union: Steven, Jr. and Natalie; he loved his children and his granddaughter, Natalie Jean, his pride and joy; and

WHEREAS, Steve always looked out for not only his friends and family, but also his block, commonly calling to check up on his neighbors; everyone in the neighborhood knew if you needed something, you could call Steve; and

WHEREAS, Steve cared deeply for his community, organizing the annual summer block party and other events for the children in the neighborhood, fixing his neighbors' cars or giving them a lift and plowing their sidewalks in the winter; and

WHEREAS, Despite the shock at Steve's passing, his neighborhood quickly gathered to pay their respects, sharing with his family just how many lives he impacted, sharing stories about his sense of humor and how he would always help find a solution to their problems; and

WHEREAS, Steve leaves behind to cherish his memory his wife, Juanita; their two children, Steven, Jr. and Natalie; his granddaughter, Natalie Jean; and his beloved neighborhood; and

WHEREAS, Steve will be sorely missed by all who knew him, but his kindness and compassion will continue on through those whose lives he touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of June 2023, do hereby honor the life and legacy of Steven Paul Valdez; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Steven Paul Valdez as a sign of our honor and respect.

Presented By

ALDERPERSON TABARES (23rd Ward):

TRIBUTE TO LATE MATEO ZASTRO.

[R2023-861/R2023-0001187]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Mateo Zastro on October 1, 2022, at the age of three. The Chicago City Council has been informed of his passing by the Honorable Silvana Tabares, Alderperson of the 23rd Ward; and

WHEREAS, Mateo was born on December 21, 2018 to his loving mother, Veronica Zastro, and left behind his sisters, Sanyiah (14 years old), who he called "Bestie", and Serenity (12 years old); and his brother, Messiah (6 years old); and

WHEREAS, Mateo loved spending time with his great-grandparents, grandparents, uncles and aunts, and his special Tia Star who showed him that being disabled never stopped her from doing anything; and

WHEREAS, Mateo was a super dino fan. He knew every dinosaur there was. When he started daycare, he went in with T-Rex arms and roared at the class as they welcomed him on his new journey. His life was cut short, and he never got to see his fourth birthday or hit those milestones or accomplishments; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of June 2023, do hereby honor the life and memory of Mateo Zastro and extend to his family and many friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mateo Zastro as a sign of our honor and respect.

DECLARATION OF JULY 4, 2023 AS "ARTIST MILTON CORONADO DAY" IN CHICAGO.

[R2023-862/R2023-0001188]

WHEREAS, Milton Coronado, native of the Chicago/Berwyn community, is a recognized community leader, published author, minister, public speaker, actor and impactful, versatile artist; and

WHEREAS, Milton Coronado impressed his grammar school officials as a student at Hiawatha Elementary School and painted his first work at 12 out of teen frustration and rebellion, which led him to winning the yearbook cover contest for a drawing of the Hiawatha Indians logo; and

WHEREAS, Milton Coronado, at 14, after a near death experience, began to tag graffiti art all over the City of Chicago, which eventually led him to the church in the Berwyn neighborhood; and

WHEREAS, Milton Coronado began attending Berwyn Hispanic Seventh Day Adventist Church and was advised by his pastor, Enoch Calderon, to use graffiti art for the Lord. He began working with the church youth programs as a language translator and was elected the church youth director; and

WHEREAS, Milton Coronado was eventually elected youth director of Berwyn Hispanic Seventh Day Adventist Church in the Illinois conference division and won the Exceptional Leadership Award from all the Seventh Day Adventist churches in Illinois; and

WHEREAS, Milton Coronado studied art education at American Academy of Art Chicago and received a bachelor of fine arts degree; and

WHEREAS, Milton Coronado, in 2001, adopted the method of "painting through pain" after his father was a victim of gun violence and discovered how he can use his passion for art to share the love of Jesus Christ; and

WHEREAS, Milton Coronado, in 2005, cofounded the Street Art Ministry; and

WHEREAS, Milton Coronado, in 2006, served as the dean of students at Broadview Academy in La Fox, Illinois; and

WHEREAS, Milton Coronado studied theology at Fuller Theological Seminary in Pasadena, California and received a certificate of completion in preaching and deliverance; and

WHEREAS, Milton Coronado became a minister and, from 2006 -- 2011, preached sermons at the Hinsdale Fil-Am Seventh Day Adventist Church in Hinsdale, Illinois; and

WHEREAS, Milton Coronado is cocreator of nonprofit art group Gospel Graffiti, where he and others implement art and service towards community transformation; and

WHEREAS, Milton Coronado studied education at Phoenix University; and

WHEREAS, Milton Coronado, in 2019, was awarded the citywide Hero Teacher award from the South Shore International College Preparatory High School; and

WHEREAS, Milton Coronado's most recognized masterpieces of art are murals honoring victims of gun violence, memorializing them on public walls (i.e., victims Marlen Ochoa, Adam Toledo, Melissa Ortega, Azul Mendoza and Fort Hood army soldier, Vanessa Guillen); and

WHEREAS, Milton Coronado received high honor and worldwide recognition from the dance community when he painted a mural in Chicago's art district, Logan Square, of the "Godfather of Street Dance", Adolfo "Shabba-Doo" Quinones; and

WHEREAS, Milton Coronado and his artwork have been featured on many local and nationwide news outlets (i.e., Telemundo, Univision, WGN, NBC, ABC and Fox); and

WHEREAS, Milton Coronado was featured in the acclaimed documentary "Coronado: Tagged for Life", which won the 2018 Most Inspirational Documentary award at

the Hollywood Devine International Film Festival, received six stars on Amazon Prime and is currently airing on Tubi and YouTube; and

WHEREAS, Milton Coronado served as an educator for CAASE (Chicago Alliance Against Sexual Exploitation) where he empowers communities to end human trafficking and sexual exploitation; and

WHEREAS, Milton Coronado, known to all as Milt, teaches about the powerful influence of art while inspiring and giving hope to communities, transforming lives and beautifying neighborhoods across many borders; and

WHEREAS, Milton Coronado, a brother, father, teacher, traveling minister and dedicated member of the Clearing Southwest Chicago community, overcame many adversities and uses art as therapy to help heal not only himself but also heal the hearts, minds and souls of all who have viewed his work; now, therefore,

Be It Resolved, That the City Council of Chicago declares, in honor of the 43rd anniversary of the birthday of Milton Coronado, that July 4, 2023 shall be declared as "Artist Milton Coronado Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Milton Coronado.

Presented By

ALDERPERSON ERVIN (28th Ward):

***RECOGNITION AND HONOR EXTENDED TO PIONEERS OF STEPPING
DANCE COMMUNITY.***

[R2023-903/R2023-0001189]

WHEREAS, On July 30, 2023, the icons, legends and pioneers of the stepping community will be honored for their lifetime achievement in the art of stepping at the Hotter Than July Haute Couture Runway Fashion Show and Steppers Recognition Awards; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Jason C. Ervin, Alderperson of the 28th Ward; and

WHEREAS, The excellence of Chicago-Style Stepping -- which has earned the city the nickname the "Mecca of Stepping" and has been featured in *Vogue* -- is more than just a

dance; it is an expression of cultural identity, a celebration of community and a form of artistic excellence; and

WHEREAS, Award-winning members of the Chicago Stepping community have shared their passion and talents at universities from Morehouse College to Boston University; and

WHEREAS, Over the years, the honorees have dedicated themselves to perfecting their craft, exhibiting the highest levels of dedication and discipline, and have inspired countless others to follow in their footsteps, spreading the joy of stepping to new generations of dancers; and

WHEREAS, Chicago Stepping has served as a bridge between parts of the city often divided by gang tensions and violence; and

WHEREAS, The tireless commitment of the stepping community has made an indelible impact on Chicago's culture, transforming the way we move and express ourselves on the dance floor -- now professional competitions take place across the country, but it is in Chicago where the heart and soul of the dance reside; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of June 2023, do hereby honor the contributions of the Chicago Stepping community that continues to impact the legacy of Chicago Stepping; and

Be It Further Resolved, That a suitable copy of this resolution be presented at the award ceremony.

Presented By

ALDERPERSON RAMIREZ-ROSA (35th Ward):

TRIBUTE TO LATE JUANITA RAMIREZ.

[R2023-904/R2023-0001190]

WHEREAS, Juanita Ramirez was born June 24, 1929 in General Cepeda, Coahuila, Mexico to Margarita Valdez de Galindo and Jesus Galindo; and

WHEREAS, Her parents soon migrated to Nueva Rosita, Coahuila, where she attended la Academia Amado Nervo and graduated at the top of her class; and

WHEREAS, While working as a bookkeeper for multiple downtown businesses, she met and soon married Jesus Ramirez Gutierrez (1927 -- 1997); and

WHEREAS, In 1957, she immigrated to Chicago from Nueva Rosita, Coahuila with her three little girls, Magda (1950 -- 2019), Margarita and Norma, to join her husband who had immigrated a year earlier; and

WHEREAS, In Chicago, they would have a fourth daughter, Patricia; and

WHEREAS, Juanita was devoted to her family and worked to provide her daughters with a good life with the little they had, often sewing their Easter outfits, assisting them with their homework, baking their birthday cakes and never missing celebrating the holidays with her family; and

WHEREAS, Later in life, she was a consistent volunteer at her grandchildren's elementary school, Inter-American; and

WHEREAS, Juanita was a profoundly pious and religious woman -- a member of St. Sebastian, then Our Lady of Mount Carmel, and finally St. Alphonsus Catholic parishes -- chasing the remaining Spanish masses in Chicago's Lakeview neighborhood despite fully understanding and speaking English; over the years, she served as a lector, choir member and minister of Holy Communion at these parishes; and

WHEREAS, Juanita was a proud, intelligent and kind woman, always had a nice outfit, and demanded perfection from herself and her loved ones; and

WHEREAS, She nursed countless birds she would come across with broken wings and broken legs; and

WHEREAS, She always had compassion and solidarity for the most vulnerable among us, always giving of the little she had; and

WHEREAS, She lived her Catholic values, supporting social and economic justice, and instilled those values in her children and grandchildren; and

WHEREAS, On Friday, May 12, 2023, Juanita Ramirez transitioned to the next life; she was 93 years old; and

WHEREAS, Juanita leaves behind her three daughters, Margarita, Norma and Patricia; her three sons-in-law; four grandchildren; five great-grandchildren; and one great-great-grandson; and

WHEREAS, She joins in the afterlife her mother, Margarita; sister, Consuelo; husband, Jesus; and granddaughter, Julissa; and

WHEREAS, This body was made aware of Juanita's passing by her grandson, Alderperson Carlos Ramirez-Rosa of the 35th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, assembled this 21st day of June 2023, do hereby honor the life and memory of Juanita Ramirez and recognize her as an honorary and true Chicagoan who exemplified this city and loved every and all parts of it; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Juanita Ramirez as a token of our sympathy and esteem.

CONGRATULATIONS EXTENDED TO CHICAGO NORTHWEST LIONS CLUB ON 100TH ANNIVERSARY.

[R2023-906/R2023-0001191]

WHEREAS, Chicago is the birthplace of Lions Clubs International, founded by Melvin Jones in 1917; and

WHEREAS, A group of Chicago Northwest Side local businessmen came together in the fall of 1923 to join this wave of service-minded community organizing and created the Chicago Northwest Lions Club; and

WHEREAS, The Chicago Northwest Lions Club has consistently been an active member of the Northwest Side community, originally servicing the area of North Avenue and Pulaski Road. Sociological changes within our city led them to relocate their service area several times to the Belmont Central area and finally to the Norwood Park area. Over the years, they met at the Normanian Singing Society Hall in Logan Square, restaurants and the Norwood Crossing Senior Living Facility; and

WHEREAS, The Chicago Northwest Lions Club over the years built a recreation building on North Avenue only to lose it during the depression, sponsored the Northwest Lioness Club and a Leo Club at Schurz High School; and

WHEREAS, The Chicago Northwest Lions Club are members of the Norwood Park Chamber of Commerce; sponsor free mobile hearing and eye retinopathy screening units; participate in area health fairs; sponsored little leagues and created a Special Athletic Challenge (SAC), originally started by the Lioness Club, giving individuals with intellectual and developmental disabilities the opportunity to participate in team sports; sponsored Easter parties for the neighborhood children at a local theater; and sponsored bingo nights for residents at Norwood Crossing and Bethesda Nursing Homes; and

WHEREAS, The Chicago Northwest Lions Club has provided direct assistance to countless area residents over the years, from providing food baskets to families in need to helping current residents obtain hearing aids, glasses, eye prosthetics and guide dogs.

The club has also donated to neighborhood organizations such as Foreman High School Blind Program, Neumann Family Services, local Boy Scout programs, Lions of Illinois Foundation and Lion Clubs International Foundation; and

WHEREAS, The Chicago Northwest Lions Club supports their charitable giving by holding a Corned Beef and Cabbage Dinner Dance fundraising event, which has, over the years, become a hallmark of this club. Over the years, they have also held flea markets, participated in Candy Day, Football Mania and Casino Nights; and

WHEREAS, The Chicago Northwest Lions Club fulfills the Lions Club International Mission to improve health and wellbeing, strengthen communities, support those in need through humanitarian services and encourage peace and understanding; and

WHEREAS, The Chicago Northwest Lions Club continues to rise to Helen Keller's 1925 challenge to become "knights of the blind in the crusade against darkness"; now, therefore,

Be It Resolved, That we, the members of the City Council of Chicago, assembled this 21st day of June 2023, do hereby: (1) congratulate the Chicago Northwest Lions Club on its 100th anniversary; (2) recognize the Chicago Northwest Lions Club for 100 years of promoting community service and humanitarian assistance; and (3) encourage the Chicago Northwest Lions Club to continue to emphasize the values of community service and improving our community for all residents.

CONGRATULATIONS EXTENDED TO LOGAN SQUARE LIONS CLUB ON 100TH ANNIVERSARY.

[R2023-905/R2023-0001192]

WHEREAS, Chicago is the birthplace of Lions Clubs International, founded by Melvin Jones in 1917; and

WHEREAS, A group of Logan Square residents and business owners came together in the fall of 1923 to join this wave of service-minded community organizing and created the Chicago Logan Square Lions Club; and

WHEREAS, The Logan Square Lions Club has consistently been an active member of the Logan Square community; they joined efforts to create a YMCA in the neighborhood as early as 1928, helped dedicate the Logan Square post office in 1937 and joined the years-long efforts to create the social service provider Neumann Family Services (which recently merged with Envision Unlimited) to assist people with disabilities. More recently, the club has supported the Boys & Girls Club and Palenque LSNA, and assisted with food distributions at the DFSS Copernicus Center; and

WHEREAS, Three members of the club, Lion Victor C. Neumann, Lion Ted Artz and Lion Joe Owens, in 1955, worked tirelessly in Springfield, writing, passing and getting signed into law by Governor Stratton legislation ensuring that children with disabilities will be provided the same funding for education as other children. This later led to the inclusion of children with disabilities in public schools across Illinois; and

WHEREAS, The Logan Square Lions Club has provided direct assistance to countless Logan Square residents over the years, from providing food baskets to families during the Great Depression to helping current residents obtain hearing aids; and

WHEREAS, The Logan Square Lions Club supports their charitable giving by holding an annual murder mystery fundraising event, which has, over the years, become a hallmark of this club; and

WHEREAS, The Logan Square Lions Club fulfills the Lions Club International mission to improve health and wellbeing, strengthen communities, support those in need through humanitarian services and encourage peace and understanding; and

WHEREAS, The Logan Square Lions Club continues to rise to Helen Keller's 1925 challenge to become "knights of the blind in the crusade against darkness"; now, therefore,

Be It Resolved, That we, the members of the City Council of Chicago, assembled this 21st day of June 2023, do hereby: (1) congratulate the Logan Square Lions Club on its 100th anniversary; (2) recognize the Logan Square Lions Club for 100 years of promoting community service and humanitarian assistance; and (3) encourage the Logan Square Lions Club to continue to emphasize the values of community service and improving our community for all residents.

Presented By

ALDERPERSON MITTS (37th Ward):

TRIBUTE TO LATE ROSEDELL CHESTER, SR.

[R2023-859/R2023-0001193]

WHEREAS, Rosedell Chester, Sr., beloved father, grandfather and great-grandfather, was delivered into the hands of the Lord on April 28, 2023 at age 98; and

WHEREAS, The Chicago City Council has been informed of Rosedell's passing by the Honorable Emma Mitts, Alderperson of the 37th Ward; and

WHEREAS, Born on December 1, 1924 to Willie Chester, Sr. and Ida Mae Dean, Rosedell was the eldest of 12 children to bless this union; and

WHEREAS, Living nearly a century, Rosedell experienced a variety of life's changes -- from traveling by horse and carriage to riding in high-powered Cadillacs, and from calling with a distant yell to dialing by rotary telephones to cellular phones; and

WHEREAS, From an early age, Rosedell felt that he knew God and God knew him and he accepted Christ as his personal savior; and

WHEREAS, Known to all as "Mr. Fix-It" because there was no job that he could not do, Rosedell was a resourceful man working as a truck driver, mechanic and machinist; and

WHEREAS, Rosedell was a hero to some, known to come in guns blazing, which earned him the nickname "Two-Gun Pete"; and

WHEREAS, Rosedell's strong relationship with Christ led him to serve in the United States Navy during World War II, where he completed a tour of duty and received an honorable discharge before he migrated to Chicago; and

WHEREAS, Following his move to Chicago, Rosedell met and married Juanita Phinizy, and to this union was born a family of seven children: Lenora Chester, Ida Chester, Rosedell Chester, Jr., Verdell Chester, the late Vershell Vaughn, Juan Chester and Lashion Chester; and

WHEREAS, Rosedell worked hard to support his family; he worked at Empire Wood Carving Company for over 25 years before retiring and becoming a pillar in the community, affectionately known as "Big Daddy", the man with the big gun; and

WHEREAS, Often seen as the protector of his neighborhood, Rosedell maintained a watchful eye over the women and children of his neighborhood, and he used his mechanic skills to repair bikes for kids at no cost; Rosedell loved talking to and learning from young people as well as sharing the knowledge he gained through his long life that "life is not easy, but you have to make an effort to make it better, and everyone in life deserves a second chance to do and get better"; and

WHEREAS, Rosedell was preceded in death by his wife, Juanita; his parents, Willie Chester, Sr. and Ida Mae Dean; sisters, Savannah Sprawls and Mattie; brothers, Willie, Jr., Eddie and Joe Nathan; and sidekick, Mack Miller; and

WHEREAS, He leaves to cherish his memory his five siblings: brother, Jesse Chester (Lillian); sisters, Loutisha Dickson, Regina Williamson, Catherine Dockery and Etherine Sanders; five children, Lenora, Rosedell, Jr. (Cornelius), Ida, Juan and Lashion; 36 grandchildren; 58 great-grandchildren; and 103 great-great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of June 2023, do hereby extend our most heartfelt condolences to the family and friends of Rosedell Chester, Sr.; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Rosedell Chester, Sr. as a sign of our honor and respect.

Presented By

ALDERPERSON HADDEN (49th Ward):

TRIBUTE TO LATE JUSTIN TOWNES EARLE.

[R2023-897/R2023-0001194]

WHEREAS, The members of the City Council are deeply saddened by the passing of musician Justin Townes Earle, who honored Chicago and Rogers Park throughout his career; and

WHEREAS, Justin was a passionate musician throughout his life as a Nashville native, learning to play the guitar in his early teenage years and writing songs about the nuanced experiences of humanity and emotional struggle, historical events and social justice, with insightful and thought-provoking lyrics; and

WHEREAS, Justin moved to Rogers Park to further his music career, as well as “to chase Howlin’ Wolf” and “know why the blues went electric”, rapidly becoming a fixture in the Chicago music scene; and

WHEREAS, Justin was a Chicago cultural enthusiast, both as a dedicated fan of the Chicago Cubs and the Chicago hot dog; he considered the Cubs an important part of his life, sharing baseball facts about the team with his friends, family and even audiences at shows; and

WHEREAS, Justin was an acclaimed American singer and songwriter, recognized with the Americana Music Award for Emerging Artist of the Year (2009) as well as the Americana Music Award for Song of the Year (2011); and

WHEREAS, Justin devoted his life to his craft, releasing two records by the age of 26, recording nine total albums by the time of his passing at the age of 38; and

WHEREAS, Justin was a notable leading artist in the blues, country and Americana guitar genres, having created a unique acoustic guitar picking style that was influential across genres, inspiring an exclusive guitar, the “Justin Townes Earle Signature Guitar”, that was released in his honor by the brand Recording King in 2021; and

WHEREAS, Justin was beloved by his family, friends and fans, and his spirit and tender heart live on through his music, continuing to inspire and give hope to many who identified with his experiences; and

WHEREAS, Alderperson Maria E. Hadden, the Rogers Park community and all neighbors in the 49th Ward will forever be grateful for Justin’s contributions to the strength and richness of our neighborhood, especially through his song “Rogers Park”; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 21st day of June 2023, do hereby honor the life and legacy of Justin Townes Earle, and extend our most heartfelt condolences to family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to “Team JTE” and the family of Justin Townes Earle as a token of our honor, gratitude and respect.

Presented By

**ALDERPERSON HADDEN (49th Ward) And
ALDERPERSON HARRIS (8th Ward):**

**DECLARATION OF JULY 24, 2023 AS “TRINA TRU LUV ROBINSON DAY”
IN CHICAGO.**

[R2023-907/R2023-0001122]

WHEREAS, Katrina Robinson, a native of Chicago, Illinois, was born on July 24, 1971; she is a world class vocalist, recording artist, songwriter, event promoter, MC and entrepreneur; and

WHEREAS, Katrina Robinson, as a child, spent her summers in Harvey, Illinois, learning and playing baseball being coached by her uncle; and

WHEREAS, Katrina Robinson attended Frederick Douglass Elementary School, where an opportunity arose for her to be on the basketball team and, in just two hours, she learned the game and was versatile in all positions and led her team to many wins as a point guard; and

WHEREAS, Katrina Robinson attended Wells Community Academy and was guided by her coach, Ms. Marva Mangram, to MVP status in three different sports: basketball, volleyball and baseball; and

WHEREAS, Katrina Robinson received a basketball scholarship to Tougaloo College in Mississippi and was named most valuable player; and

WHEREAS, Katrina Robinson transferred to Chicago State University and tied NCAA records for most three-point shots made in the game and broke NCAA records for most assists in the game; and

WHEREAS, Katrina Robinson served as Chicago State University undergraduate assistant coach and after graduation served as CSU assistant coach under the head coach, Kimberly McQuarter; and

WHEREAS, Katrina Robinson received a bachelor of arts degree in physical education and education from Chicago State University; and

WHEREAS, In 1996, Katrina Robinson used the stage name "Trina TruLuv" and obtained a position with KC Productions, a Chicago-based LGBTQ entertainment company, as show coordinator; and

WHEREAS, Trina TruLuv provided an entertainment opportunity for Academy Award winning actress/singer Jennifer Hudson as a competitor for KC Productions Talent Competition in the beginning of her career; and

WHEREAS, Trina TruLuv was signed to a recording contract with record label Body Music Chicago and launched a European tour opening for one of the queens of house music, CeCe Peniston, and R&B songstress Melba Moore; and

WHEREAS, Trina TruLuv's hit singles "TruLuv" and "Do Me Baby" charted in overseas territories; and

WHEREAS, Trina TruLuv served as a host/MC for E3 LGBTQ radio station; and

WHEREAS, Trina TruLuv serves as a national premier host/MC for Urban Pride LGBTQ events all over the country including Cleveland, Ohio; Atlanta, Georgia; Dallas, Texas; the Annual Splash event in Houston, Texas; and Milwaukee, Wisconsin; and

WHEREAS, Trina TruLuv is the brand ambassador of Las Vegas, Nevada LGBTQ Urban Pride; and

WHEREAS, Trina TruLuv served as host for "Dancing with the Queer Stars" and is a member of the Center for Black Equality; and

WHEREAS, Trina TruLuv won the Number One Stud award seven years in a row from three different businesses in the LGBTQ community: KC Productions, House of Tutt and the Jeffery Pub; and

WHEREAS, Trina TruLuv was also awarded a certificate of appreciation by Fahrenheit Chicago, an annual LGBTQ weekend of events experience produced by Equality Illinois; and

WHEREAS, Trina TruLuv was the premier host of Montrose Beach Pride Festival for over 10 years; and

WHEREAS, Katrina TruLuv Robinson faced adversity and racism after the Montrose Beach Pride festival was cancelled and turned turmoil into TruLuv when she and her affiliates launched Urban Pride Picnic Festival in 2016 in Jackson Park; and

WHEREAS, Katrina TruLuv Robinson is CEO of TruBeach Entertainment, a 501(c)(3) nonprofit organization, and TruLuv Events, in conjunction with her start-up, Urban Pride, Inc., which empowers and celebrates the legacy and accomplishments of and is committed to creating a safer space for people of color in the LGBTQ+ communities; and

WHEREAS, Katrina TruLuv Robinson is a leader of Urban Pride, Inc., whose mission is to continue to work in partnership with the City of Chicago and surrounding areas building alliances and educating LGBTQ youth about the rich history of LGBTQ+ communities and advocating for support from all who value diversity and unifying the culture; and

WHEREAS, Katrina TruLuv Robinson has vowed to continue to provide public workshops, panel discussions, Black LGBTQ film and cultural festivals, fundraisers, town hall meetings, health and wellness forums and free and confidential HIV and STI testing to meet the needs of LGBTQ+ communities, including helping the homeless and senior citizens; and

WHEREAS, Katrina TruLuv Robinson was featured in Chicago-based house music publication *5 Magazine* and appeared on CBS News' social media live feed for cohosting an LGBTQ memorial dedication to DJ/radio personality Craig "Cannonball" Cannon at the Richard J. Daley Center; and

WHEREAS, Katrina TruLuv Robinson is a lifetime member of Zeta Phi Beta Sorority, Inc., and now is the founder/president of Tru Phi U Fraternity, Incorporated, Alpha Omega Chapter, a fraternity that was established for female studs to serve, educate and provide everlasting change in the LGBTQ community by invoking a mission to create a "Tru" life and bond and to incorporate truth and to be "Tru" to thy own self and others; and

WHEREAS, Katrina TruLuv Robinson/Urban Pride, Inc. was inducted into Chicago LGBT Hall of Fame; now, therefore,

Be It Resolved, That the City Council of Chicago declares, in honor of the 52nd anniversary of the birthday of Katrina TruLuv Robinson, that July 24, 2023 shall be declared as "Trina TruLuv Robinson Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Katrina TruLuv Robinson.

MATTERS PRESENTED BY THE ALDERPERSONS.

***(Presented By Wards, In Order, Beginning
With The 1st Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

***1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.***

*Referred -- ESTABLISHMENT OF ONE-WAY NORTHBOUND VEHICULAR TRAFFIC
MOVEMENT ON PORTION OF S. LOCKWOOD AVE.*

[Or2023-2232/OR2023-0001307]

Aldersperson Tabares (23rd Ward) presented a proposed order for the establishment of one-way northbound vehicular traffic movement on South Lockwood Avenue, from West 51st Street to South Archer Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred -- AMENDMENT OF ONE-WAY WESTBOUND VEHICULAR TRAFFIC
MOVEMENT ON PORTION OF W. WELLINGTON AVE.*

[O2023-0001737]

Aldersperson Ramirez-Rosa (35th Ward) presented a proposed ordinance to amend the one-way westbound vehicular traffic movement, except bicycles, on West Wellington Avenue, from North Kimball Avenue to North Kedzie Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)*

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Permit Number
<i>MITCHELL</i> (7 th Ward)	South Crandon Avenue, at 10321 (Handicapped Parking Permit 131714); [O2023-0001968] South Merrill Avenue, at 9847 (Handicapped Parking Permit 128370); [O2023-0001971] South Paxton Avenue, at 9157 (Handicapped Parking Permit 131154); [O2023-0001972]
<i>HARRIS</i> (8 th Ward)	South Clyde Avenue, at 7834 (Handicapped Parking Permit 129694); [O2023-2244/O2023-0001023] South Kimbark Avenue, at 7804 (Handicapped Parking Permit 130827); [O2023-2243/O2023-0001024] South Ridgeland Avenue, at 9006 (Handicapped Parking Permit 129599); [O2023-2242/O2023-0001030]
<i>LEE</i> (11 th Ward)	South Lowe Avenue, at 3340 (Handicapped Parking Permit 130508); [O2023-0001983] South Quinn Street, at 2724 (Handicapped Parking Permit 131083); [O2023-0001973] South Throop Street, at 3209 (Handicapped Parking Permit 129863); [O2023-0001981]

Aldersperson

Location And Permit Number

South Wood Street, at 3413 (Handicapped Parking Permit 131413);
[O2023-0001987]

West 25th Place, at 309 (Handicapped Parking Permit 132213);
[O2023-0001978]

QUINN(13th Ward)

South Keeler Avenue, at 6204 (Handicapped Parking Permit 130404);
[O2023-2250/O2023-0001062]

South Mayfield Avenue, at 5514 (Handicapped Parking
Permit 130605);
[O2023-2249/O2023-0001056]

South New England Avenue, at 5819 (Handicapped Parking
Permit 131222);
[O2023-2246/O2023-0001053]

South Normandy Avenue, at 6206 (Handicapped Parking
Permit 131179);
[O2023-2245/O2023-0001052]

South Nottingham Avenue, at 5736 (Handicapped Parking
Permit 131703);
[O2023-2248/O2023-0001055]

West 57th Place, at 4032 (Handicapped Parking Permit 131655);
[O2023-2247/O2023-0001054]

LOPEZ(15th Ward)

South Campbell Avenue, at 5736 (handicapped permit parking);
[O2023-0001730]

MOORE(17th Ward)

South Aberdeen Street, at 8625 (Handicapped Parking Permit 128231);
[O2023-2205/O2023-0001953]

South Loomis Avenue, at 7708 (Handicapped Parking
Permit 130822);
[O2023-0001959]

6/21/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

1487

Aldersperson

Location And Permit Number

South Loomis Avenue, at 8020 (Handicapped Parking Permit 130416);
[O2023-2204/O2023-0001951]

South Morgan Street, at 7715 (Handicapped Parking Permit 131030);
[O2023-0001976]

South Sangamon Street, at 7932 (Handicapped Parking
Permit 129879);
[O2023-2206/O2023-0001954]

South Throop Street, at 8243 (Handicapped Parking Permit 130900);
[O2023-2210/O2023-0001946]

South Troy Street, at 6510 (Handicapped Parking Permit 128673);
[O2023-0001963]

South Wood Street, at 7701 (Handicapped Parking Permit 131377);
[O2023-2207/O2023-0001955]

West 71st Place, at 2117 (Handicapped Parking Permit 1308483);
[O2023-2208/O2023-0002108]

West 73rd Street, at 2138 (Handicapped Parking Permit 128589);
[O2023-0001967]

CURTIS
(18th Ward)

West 80th Street, at 2010 (Handicapped Parking Permit 130877);
[O2023-2225/O2023-0001299]

TABARES
(23rd Ward)

South Harding Avenue, at 7128 (Handicapped Parking Permit 131015);
[O2023-2229/O2023-0001325]

South Kolin Avenue, at 5242 (Handicapped Parking Permit 131045);
[O2023-2227/O2023-0001330]

South Mulligan Avenue, at 5300 (signs to be posted at West 53rd Street
on side of home) (Handicapped Parking Permit 130408);
[O2023-2217/O2023-0001340]

Aldersperson	Location And Permit Number
	West 55 th Street, at 6034 (Handicapped Parking Permit 129442); [O2023-2215/O2023-0001344]
	West 56 th Street, at 3700 (Handicapped Parking Permit 128088); [O2023-2227/O2023-0001333]
	West 61 st Place, at 3923 (Handicapped Parking Permit 131444); [O2023-2228/O2023-0001328]
<i>SIGCHO-LOPEZ</i> (25 th Ward)	West 21 st Place, at 1935 (Handicapped Parking Permit 131101); [O2023-2293/O2023-0001346]
<i>FUENTES</i> (26 th Ward)	North Mozart Street, at 1847 (Handicapped Parking Permit 131395); [O2023-2311/O2023-0001350]
<i>BURNETT</i> (27 th Ward)	West Monroe Street, at 2640 (Handicapped Parking Permit 1131410); [O2023-2216/O2023-0001359]
<i>ERVIN</i> (28 th Ward)	West Van Buren Street, at 4445 (Handicapped Parking Permit 131258); [O2023-2263/O2023-0001363]
<i>VILLEGAS</i> (36 th Ward)	North Kedvale Avenue, at 1528 (Handicapped Parking Permit 130614); [O2023-2234/O2023-0001376]
<i>SPOSATO</i> (38 th Ward)	North Nottingham Avenue, at 3645 (Handicapped Parking Permit 129254); [O2023-2270/O2023-0001380]

Aldersperson	Location And Permit Number
	West Patterson Avenue, at 6241 (Handicapped Parking Permit 129859); [O2023-2266/O2023-0001389]
<i>GARDINER</i> (45 th Ward)	North Lawler Avenue, at 4631 (Handicapped Parking Permit 130760); [O2023-2319/O2023-0001454]
	West Montrose Avenue, at 5026 (Handicapped Parking Permit 129421); [O2023-2321/O2023-0001391]
<i>HADDEN</i> (49 th Ward)	West Birchwood Avenue, at 2018 (Handicapped Parking Permit 104621); [O2023-2235/O2023-0001551]
	North Hamilton Avenue, at 7235 (Handicapped Parking Permit 131141); [O2023-2294/O2023-0001458]
	West Pratt Boulevard, at 1303 (Handicapped Parking Permit 104628). [O2023-2236/O2023-0001476]

Referred -- AMENDMENT OF PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Permit Number
<i>LEE</i> (11 th Ward)	Repeal Handicapped Parking Permit 42599 at 3405 South Lituanica Avenue; [O2023-0001974]

Aldersperson

Location And Permit Number

QUINN(13th Ward)

Amend ordinance by striking: "South Long Avenue at 6402 (Handicapped Parking Permit 77264)";
[O2023-2253/O2023-0001067]

Amend ordinance by striking: "South Monitor Avenue at 6034 (Handicapped Parking Permit 125158)";
[O2023-2251/O2023-0001064]

Amend ordinance by striking: "West 64th Place at 6753 (Handicapped Parking Permit 113900)";
[O2023-0001066]

TABARES(23rd Ward)

Amend ordinance by striking: "West 57th Place at 3842 (Handicapped Parking Permit 14696)";
[O2023-2230/O2023-0001322]

Amend ordinance by striking: "West 60th Street at 3621 (Handicapped Parking Permit 49753)";
[O2023-2231/O2023-0001313]

WAGUESPACK(32nd Ward)

Amend ordinance by striking: "West Fletcher Street at 2158 (Handicapped Parking Permit 92660)";
[O2023-2265/O2023-0001369]

SPOSATO(38th Ward)

Amend ordinance by striking: "North Moody Avenue at 4315 (Handicapped Parking Permit 121980)";
[O2023-2268/O2023-0001386]

Amend ordinance by striking: "North Paris Avenue at 3405 (Handicapped Parking Permit 113059)";
[O2023-2267/O2023-0001387]

Amend ordinance by striking: "West School Street at 7022 (Handicapped Parking Permit 125654)".
[O2023-2269/O2023-0001382]

Referred -- AMENDMENT OF HANDICAPPED PARKING PERMIT 130222 AT 510 W. 46TH PL.

[O2023-0001731]

Aldersperson Lopez (15th Ward) presented a proposed ordinance to amend an ordinance previously passed on March 15, 2023 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 61179) by striking: "West 46th Place, at 510 (Handicapped Parking Permit 130222)" for Robert A. Shaughnessy, and inserting in lieu thereof: "West 46th Place, at 510 (Handicapped Parking Permit 130222) for Florence A. Shaughnessy, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF TWO PERCENT DISABLED RESERVED PARKING.

The alderpersons named below presented proposed ordinances to establish two percent disabled reserved parking at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson

Location And Permit Number

QUINN

(13th Ward)

West 62nd Street (north side) from a point 30 feet east of South Kenneth Avenue to a point 40 feet east thereof;

[O2023-0001989]

FUENTES

(26th Ward)

4053 West Armitage Avenue -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday;

[O2023-2203/O2023-0001356]

REILLY

(42nd Ward)

West Jackson Boulevard (north side) from a point 195 feet east of South Canal Street to a point 20 feet east thereof (public benefit).

[O2023-0001734]

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented a proposed ordinance and orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location, Distance And Time
TABARES (23 rd Ward)	6714 -- 6759 South Kostner Avenue (both sides) from West 68 th Street to West 67 th Street; [OR2023-0001990] 3701 -- 3757 West 63 rd Place (both sides) from South Lawndale Avenue to South Hamlin Avenue; [Or2023-225/OR2023-0001944]
SIGCHO-LOPEZ (25 th Ward)	1822 -- 1830 South Peoria Street -- Residential Permit Parking Zone 2389 -- at all times -- all days; [O2023-2292/O2023-0001348]
KNUDSEN (43 rd Ward)	1700 -- 1999 North Stockton Drive -- Residential Permit Parking Zone 142 -- 10:00 P.M. to 6:00 P.M. -- all days. [OR2023-0001732]

Referred -- ESTABLISHMENT OF 20 MILES-PER-HOUR SPEED LIMITATION ON PORTION OF N. KEDZIE AVE.

[O2023-2318/O2023-0001374]

Aldersperson Ramirez-Rosa (35th Ward) presented a proposed ordinance for the establishment of a 20 miles-per-hour speed limitation on North Kedzie Avenue, between West Diversey Avenue and West Addison Street, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF 20 MILES-PER-HOUR SPEED LIMITATION ON PORTION OF W. BELMONT AVE.

[O2023-0001740]

Alderpersons Ramirez-Rosa (35th Ward) and Rodríguez-Sánchez (33rd Ward) presented a proposed ordinance for the establishment of a 20 miles-per-hour speed limitation on West Belmont Avenue (both north and south sides) from North Kimball Avenue to North Rockwell Street, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF 20 MILES-PER-HOUR SPEED LIMITATIONS.

Aldersperson Ramirez-Rosa (35th Ward) presented proposed ordinances for the amendment of 20 miles-per-hour speed limitations on the below described locations, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

North Central Park Avenue, from West Dickens Avenue to West Fullerton Avenue -- speed limitation -- 20 miles per hour;

[O2023-0001738]

West Wellington Street, from North Kimball Avenue to North Kedzie Avenue -- speed limitation -- 20 miles per hour.

[O2023-0001736]

Referred -- ESTABLISHMENT OF NO PARKING TOW-AWAY ZONES.

The alderpersons named below presented proposed ordinances and order to establish tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location, Distance And Time
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HARRIS (8 th Ward)	South Cregier Avenue (both sides) from East 79 th Street to the first alley north thereof -- no parking of trucks/tow-away zone;
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[Or2023-228/OR2023-0002098]

Aldersperson Location, Distance And Time

ERVIN
(28th Ward) West Ogden Avenue service drive (north side) from a point 30 feet east of South Western Avenue to a point 300 feet east thereof -- no parking/tow-away zone, except City of Chicago personnel only; and West Ogden Avenue service drive (south side) from a point 20 feet east of West 13th Street to a point 220 feet east thereof -- no parking/tow-away zone, except City of Chicago personnel only -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;
[O2023-2262/O2023-0001365]

REILLY
(42nd Ward) North Clark Street (east side) from a point 30 feet north of West Illinois Street to a point 60 feet north thereof -- no parking/tow-away zone, except police personnel vehicles only;
[O2023-0001735]

HADDEN
(49th Ward) North Sheridan Road (west side) from a point 74 feet north of West Jarvis Avenue to a point 87 feet north thereof -- no parking/tow-away zone.
[O2023-2238/O2023-0001461]

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances and orders for the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson Location And Type Of Sign

HALL
(6th Ward) South Wabash Avenue and East 69th Street -- "All-Way Stop" sign;
[O2023-2304/O2023-0001300]

Aldersperson	Location And Type Of Sign
<i>LEE</i> (11 th Ward)	West 32 nd Street and South Stewart Avenue -- "All-Way Stop" sign; [Or2023-224/OR2023-0002087]
<i>TABARES</i> (23 rd Ward)	West 64 th Street and South Hamlin Avenue -- "All-Way Stop" sign; [Or2023-226/OR2023-0001310]
<i>GARDINER</i> (45 th Ward)	North Mason Avenue and West Fitch Avenue -- "All-Way Stop" sign. [O2023-2320/O2023-0001439]

Referred -- INSTALLATION OF WEIGHT LIMITATION SIGNS.

The alderpersons named below presented a proposed ordinance and orders directing the Commissioner of Transportation to give consideration to the installation of weight limitation signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Type Of Sign
<i>QUINN</i> (13 th Ward)	West 59 th Street, from South Pulaski Road to South Cicero Avenue -- weight limitation 5-tons; [O2023-2260/O2023-0001342]
<i>TABARES</i> (23 rd Ward)	South Lorel Avenue, from West 55 th Street to West 54 th Street -- weight limitation -- no truck over 5-tons; [Or2023-227/OR2023-0001303] West 69 th Street (south side) from South Kildare Avenue to South Tripp Avenue -- weight limitation -- no truck over 5-tons. [Or2023-223/OR2023-0001337]

2. ZONING ORDINANCE AMENDMENTS.

None.

3. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERPERSON LA SPATA (1st Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

No Little Plans -- 3017 West 59th Street;

[O2023-0001242]

2354 Washtenaw LLC -- 2354 North Washtenaw Avenue; and

[O2023-0001240]

2355 Washtenaw LLC -- 2355 North Washtenaw Avenue.

[O2023-0001241]

Presented By

**ALDERPERSON LA SPATA (1st Ward) And
ALDERPERSON MARTIN (47th Ward):**

Referred -- AMENDMENT OF SECTION 2-4-120 OF MUNICIPAL CODE
REGARDING MEMBERSHIP OF GENDER-BASED VIOLENCE TASK FORCE.

[O2023-0001249]

A proposed ordinance, presented by Alderpersons La Spata and Martin, to amend Title 2, Chapter 4, Section 120 of the Municipal Code of Chicago by increasing the maximum number of members of the Gender-based violence task force to 21, and establishing the Commissioners of Family and Support Services and Public Health as ex officio members that shall not be counted toward the maximum number of members, which was *Referred to the Committee on Health and Human Relations*.

Presented By

**ALDERPERSON LA SPATA (1st Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLES 2, 8 AND 11 OF MUNICIPAL CODE
BY REQUIRING COMMISSIONER OF STREETS AND SANITATION TO BE
RESPONSIBLE FOR ADMINISTRATION OF PRIVATE HAULING COMPLAINT
SYSTEM.

[O2023-0001243]

A proposed ordinance, presented by Alderpersons La Spata, Rodriguez, Sigcho-Lopez, Burnett, Cardona, Waguespack, Rodríguez-Sánchez and Martin, to amend Titles 2, 8 and 11 of the Municipal Code of Chicago by requiring the Commissioner of Streets and Sanitation to be responsible for the administration of a private hauling complaint system; requiring private haulers to maintain all global positioning and geographic information systems tracking records; and further, requiring the City to use a 311 complaint system to collect resident complaints of private haulers, which was *Referred to the Committee on Environmental Protection and Energy*.

Presented By

ALDERPERSON ROBINSON (4th Ward):

Referred -- DEDICATION OF CERTAIN PORTIONS OF PROPERTIES FOR USE AS PUBLIC ALLEY IN AREA BOUNDED BY E. 48TH ST., E. 49TH ST., S. COTTAGE GROVE AVE. AND S. EVANS AVE.

[O2023-0001233]

A proposed ordinance authorizing dedication of certain portions of properties owned by Northwestern Memorial Healthcare and various individual private homeowners for use as a public alley in the block bounded by East 48th Street, East 49th Street, South Cottage Grove Avenue and South Evans Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON ROBINSON (4th Ward)
And OTHERS:**

Referred -- AMENDMENT OF CHAPTER 2-45 OF MUNICIPAL CODE BY MODIFYING SECTION 2-45-155 AND ADDING NEW SECTION 2-45-156 REGARDING PUBLIC AVAILABILITY OF TIF REDEVELOPMENT AGREEMENTS.

[O2023-0001236]

A proposed ordinance, presented by Alderpersons Robinson, Hall, Mitchell, Harris, Mosley, Rodriguez, Burnett, Rodríguez-Sánchez and Martin, to amend Title 2, Chapter 45, Sections 155 and 156 of the Municipal Code of Chicago by requiring that a copy of each executed TIF redevelopment agreement be made publicly available on the department's website; and further, to establish redevelopment agreement and approval requirements for certain development subsidies, which was *Referred to the Committee on Finance*.

Presented By

ALDERPERSON HARRIS (8th Ward):

Referred -- STANDARDIZATION OF PORTION OF S. BLACKSTONE AVE. AS "OFFICER ARÉANAH M. PRESTON WAY".

[O2023-2280/O2023-0001215]

A proposed ordinance directing the Commissioner of Transportation to take the

necessary action for the standardization of South Blackstone Avenue, from East 81st Street to East 82nd Street, as "Officer Aréanah M. Preston Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON LEE (11th Ward):

Referred -- VACATION OF PUBLIC ALLEYS WITHIN AREA BOUNDED BY W. 38TH ST., S. HALSTED ST., W. 38TH PL. AND S. LITUANICA AVE.

[O2023-0001234]

A proposed ordinance authorizing the vacation of all of the north/south and east/west 18-foot-wide public alleys south of and adjoining the south right-of-way of West 38th Street, north of and adjoining the north right-of-way of West 38th Place and east of and adjoining the east right-of-way of South Lituanica Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON QUINN (13th Ward):

Referred -- EXEMPTION OF JOHN F. KENNEDY HIGH SCHOOL FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-2279/O2023-0001217]

A proposed ordinance to exempt John F. Kennedy High School (Chicago Public Schools/Board of Education of the City of Chicago) from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5703 West 64th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON GUTIÉRREZ (14th Ward):

Referred -- APPROVAL OF HEALTHY BRIGHTON SUBDIVISION.

[O2023-2277/O2023-0001226]

A proposed ordinance directing the Commissioner of Transportation or her designee to approve the Healthy Brighton Subdivision owned by Healthy Brighton Title Holding Corporation NFP, in the block bounded by West 47th Street, South California Avenue, South Richmond Street and West 48th Place, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON LOPEZ (15th Ward):

Referred -- AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE REGARDING MBE/WBE CONTRACTOR DEFINITIONS AND ADVANCE PAYMENTS.

[O2023-0001257]

A proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by modifying Section 2-92-245 to authorize the Chief Procurement Officer of the City of Chicago to make advance payments to contractors if all minority participation goals have been met, to make advance payments of 50 percent to MBE/WBE contractors and subcontractors that have been certified for no more than five years; to establish award goals for MBE/WBE groups; and further, to modify Section 2-92-670 by changing the definition of "economically disadvantaged" to refer to the standards and definitions set forth by the State of Illinois Business Enterprise for "Minorities, Women and Persons with Disabilities Act" and to define "Freedmen Americans" as persons having direct ancestral lineage to victims of chattel slavery in the United States of America, which was *Referred to the Committee on Contracting Oversight and Equity*.

Referred -- AMENDMENT OF CHAPTER 4-64 OF MUNICIPAL CODE TO PROHIBIT SALE OF TOBACCO PRODUCTS CHARACTERIZED WITH MENTHOL.

[O2023-0001258]

Also, a proposed ordinance to amend Title 4, Chapter 64, Section 350 of the Municipal Code of Chicago by prohibiting the sale, barter, give away, exchange or dispense, free of charge,

of any tobacco product, accessories, or liquid nicotine product with a characterizing flavor of menthol, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON LOPEZ (15th Ward)
And OTHERS:

Referred -- AMENDMENT OF SECTION 2-84-460 OF MUNICIPAL CODE BY ALLOWING 12 WEEKS PAID PARENTAL LEAVE FOR MEMBERS OF CHICAGO POLICE DEPARTMENT.

[O2023-0001260]

A proposed ordinance, presented by Alderpersons Lopez, Chico, Quinn, Curtis, O'Shea, Tabares, Cardona, Villegas, Napolitano, Knudsen, Lawson and Gardiner, to amend Title 2, Chapter 84, Section 460 of the Municipal Code of Chicago by providing 12 consecutive weeks of paid parental leave for any member of the Chicago Department of Police, which was *Referred to the Committee on Police and Fire*.

Referred -- REAFFIRMATION OF CITY'S SUPPORT FOR ARMED FORCES AND CALL ON CITY COUNCIL TO DISAPPROVE TAX INCREMENT FINANCING REQUESTS SUBMITTED ON BEHALF OF CHICAGO PARK DISTRICT IF NAME OF SOLDIER FIELD IS ALTERED.

[R2023-0001262]

Also, a proposed resolution, presented by Alderpersons Lopez, Quinn, Chico, Lee, Ramirez, Curtis, O'Shea, Cardona, Waguespack, Conway and Napolitano, calling for no tax increment financing requests submitted on behalf of the Chicago Park District before the City Council be approved if there is any alteration, addition or substitution to the names of Soldier Field, the campus grounds or associated monuments, which was *Referred to the Committee on Finance*.

Referred -- CALL ON DEPARTMENT OF POLICE AND DEPARTMENT OF LAW TO ESTABLISH PROTOCOLS FOR TRANSPARENT U NONIMMIGRANT STATUS CERTIFICATION PROCESS AND PROVIDE UPDATES.

[OR2023-0001264]

Also, a proposed order, presented by Alderpersons Lopez, Ramirez, Gutiérrez, Curtis, Rodriguez, Sigcho-Lopez, Fuentes, Cardona, Waguespack, Conway, Villegas, Hadden and Silverstein, calling on the Police Department and the Law Department to bring forth protocols and procedures that allow for transparent certification process for U Nonimmigrant Status certifications, keeping of records, submissions, approvals and rejections; and further, to require updates to the Joint Committee of Public Safety and Immigration and Refugee Rights on progress, which was *Referred to the Committee on Immigrant and Refugee Rights*.

Referred -- CALL ON COMMITTEE ON PUBLIC SAFETY AND COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS TO HOLD JOINT HEARINGS WITH CHICAGO POLICE AND LAW DEPARTMENTS REGARDING U NONIMMIGRANT STATUS CERTIFICATION POLICIES AND PROTOCOLS.

[R2023-0001265]

Also, a proposed resolution, presented by Alderpersons Lopez, Ramirez, Gutiérrez, Curtis, Rodriguez, Sigcho-Lopez, Fuentes, Cardona, Waguespack, Conway, Villegas, Hadden and Silverstein, calling on the Committee on Public Safety and the Committee on Immigrant and Refugee Rights to hold joint hearings with the Chicago Police Department and the Chicago Law Department regarding status of U Nonimmigrant Status certifications, its policies and protocols for approval or denial, the collection of data, and the ability of the department to assist those needing assistance, which was *Referred to the Committee on Immigrant and Refugee Rights*.

Presented By

ALDERPERSON CURTIS (18th Ward):

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING SECTIONS 17-9-0200 AND 17-17-0200 REGARDING PROHIBITION, APPLICATION AND DEFINITION OF CLUSTER MAILBOXES.

[O2023-0001237]

A proposed ordinance to amend Title 17, Chapters 9 and 17 of the Municipal Code of Chicago by prohibiting placement of any cluster mailboxes that can be accessed from outside

of a building on any lot erected after October 15, 2023; and further, defining cluster mailbox as a single accessory structure comprised of multiple individual locked compartments used for the delivery and collection of mail, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON TABARES (23rd Ward):

Referred -- STANDARDIZATION OF 6800 -- 6900 S. KILDARE AVE. AS "HONORARY MATEO ZASTRO WAY".

[O2023-2237/SO2023-0001203]

A proposed substitute ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 6800 -- 6900 South Kildare Avenue as "Honorary Mateo Zastro Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 6084 S. ARCHER AVE.

[Or2023-222/OR2023-0001081]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 6084 South Archer Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON SIGCHO-LOPEZ (25th Ward):

Referred -- AMENDMENT OF SECTION 4-6-230 OF MUNICIPAL CODE TO DISALLOW BOOTING OPERATIONS WITHIN 25TH WARD.

[O2023-0001227]

A proposed ordinance to amend Title 4, Chapter 6, Section 230 of the Municipal Code of Chicago by disallowing booting operations within the 25th Ward, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON FUENTES (26th Ward):

Referred -- EXEMPTION OF NURTURING NICHE NIDO, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-2328/O2023-0001211]

A proposed ordinance to exempt Nurturing Niche Nido, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2605 West North Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF ENCUESTRO SQUARE RESUBDIVISION.

[O2023-2276/O2023-0001223]

Also, a proposed ordinance directing the Commissioner of Transportation or her designee to approve the Encuentro Square Resubdivision in the block bounded by West Cortland Street, West Bloomingdale Avenue, North Ridgeway Avenue and the Chicago, Milwaukee, St. Paul and Pacific Railroad, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- EXEMPTION OF THE K9-CORRIDOR FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-2202/O2023-0001140]

A proposed ordinance to exempt The K9-Corridor from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 123 North Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 400 West Division Street -- Permit Number 101017721;
[Or2023-220/OR2023-0001083]

one sign/signboard at 400 West Division Street -- Permit Number 101017722; and
[Or2023-221/OR2023-0001082]

one sign/signboard at 1129 North Wells Street.
[Or2023-219/OR2023-0001084]

Presented By

ALDERPERSON CRUZ (30th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Burns Auto Sales, doing business as Autobank -- 3355 North Cicero Avenue;
[O2023-2308/O2023-0001199]

GBZM Medallion Management Incorporated -- 3452 North Pulaski Road; and
[O2023-2307/O2023-0001198]

Little Bright Stars Academy -- 6319 West Belmont Avenue.
[O2023-2309/O2023-0001201]

Presented By

ALDERPERSON CONWAY (34th Ward):

Referred -- AMENDMENT OF SECTION 17-9-0129 OF MUNICIPAL CODE BY ALLOWING ADULT USE CANNABIS DISPENSARIES WITHIN 500 FEET OF ANY SCHOOL WITHIN CENTRAL BUSINESS DISTRICT.

[O2023-2305/O2023-0001196]

A proposed ordinance to amend Title 17, Chapter 9, Section 0129 of the Municipal Code of Chicago by allowing an adult use cannabis dispensary within a 500-foot distance of any school within the Central Business District but not located within the same building or on the same zoning lot as any school, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON RAMIREZ-ROSA (35th Ward):

Referred -- EXPRESSION OF SOLIDARITY WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS FOR FAIR CONTRACT NEGOTIATIONS WITH UNITED PARCEL SERVICE.

[R2023-0001267]

A proposed resolution expressing solidarity with Teamsters in Chicago fight for fair contract with United Parcel Service and call for joining Teamsters on the picket line in the event of a strike, which was *Referred to the Committee on Workforce Development*.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

Referred -- CALL FOR HEARING(S) ON INVESTMENT POLICIES OF CITY PENSION FUNDS WITH RESPECT TO INVESTMENTS IN DEVELOPMENT PROJECTS LOCATED WITHIN CITY.

[R2023-909/R2023-0001200]

A proposed resolution calling on the Committee on Economic, Capital and Technology Development to hold a subject matter hearing on the investment policies of the City Pension Funds with respect to investments in development projects located within the City, which was *Referred to the Committee on Economic, Capital and Technology*.

Referred -- SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTIES AT 2717 AND 2757 W. CHICAGO AVE.

[O2023-2310/O2023-0001202]

Also, a proposed ordinance recommending the properties at 2717 and 2757 West Chicago Avenue for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 26.2 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. CHICAGO AVE.

[O2023-0001228]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 26.2 which restricted the issuance of additional alcoholic liquor licenses on West Chicago Avenue, from North Francisco Avenue to North California Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERPERSON VILLEGAS (36th Ward),
ALDERPERSON CONWAY (34th Ward) And
ALDERPERSON TALIAFERRO (29th Ward):**

Referred -- AMENDMENT OF SECTION 2-92-955 OF MUNICIPAL CODE BY EXTENDING EXPIRATION DATE OF VETERAN-OWNED SMALL LOCAL BUSINESSES PARTICIPATION GOAL PILOT PROGRAM.

[O2023-2329/O2023-0001210]

A proposed ordinance to amend Title 2, Chapter 92, Section 955 of the Municipal Code of Chicago by extending the expiration date of the Veteran-owned Small Local Businesses Participation Goal Pilot Program to July 31, 2023, which was *Referred to the Committee on Contracting Oversight and Equity*.

Presented By

ALDERPERSON SPOSATO (38th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 36.14 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. ADDISON ST.

[O2023-2261/O2023-0001219]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 36.14 which restricted the issuance of additional package goods licenses on West Addison Street, from North Menard Avenue to North Austin Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF 7555 IRVING LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-2271/O2023-0001218]

Also, a proposed ordinance to exempt 7555 Irving LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7555 West Irving Park Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON VASQUEZ (40th Ward):

Referred -- CALL FOR MONTHLY HEARINGS ON CITY'S PLANS AND PROCESSES TO ADDRESS MIGRANT AND REFUGEE ARRIVALS TO CHICAGO.

[R2023-908/R2023-0001022]

A proposed resolution calling on the Committee on Immigrant and Refugee Rights to hold monthly hearings to receive updates on the plans and processes by Mayor Johnson and City departments in response to the migrant and refugee arrivals to Chicago, on what

the neighbor-led volunteer mutual aid network is supporting, and on what progress is being made at the state and federal levels, which was *Referred to the Committee on Immigrant and Refugee Rights*.

Presented By

ALDERPERSON VASQUEZ (40th Ward)
And OTHERS:

Referred -- CALL ON ILLINOIS GENERAL ASSEMBLY TO ALLOW EXPANDED OPPORTUNITIES FOR REMOTE PARTICIPATION AND HYBRID COMMITTEE MEETINGS.

[R2023-860/R2023-0001085]

A proposed resolution, presented by Alderpersons Vasquez, La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Mitts, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth and Silverstein, calling on the Illinois General Assembly to amend the Open Meetings Act to allow City Council Committees and other subsidiary legislative bodies to hold hybrid meetings, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Presented By

ALDERPERSON NAPOLITANO (41st Ward):

Referred -- STANDARDIZATION OF PORTION OF N. OZARK AVE. AS "HONORARY JERRY HART CFD MFAO WAY".

[O2023-0001229]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of North Ozark Avenue, between West Touhy Avenue and West Lunt Avenue, as "Honorary Jerry Hart CFD MFAO Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF AUTOPOL AUTO REPAIR LTD. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0001232]

Also, a proposed ordinance to exempt Autopol Auto Repair Ltd. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7043 West Higgins Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 11601 W. TOUHY AVE.

[OR2023-0001231]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 11601 West Touhy Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 612 N. WELLS ST.

[OR2023-0001250]

A proposed order for the issuance of a permit to install a sign/signboard at 612 North Wells Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON KNUDSEN (43rd Ward):

Referred -- AMENDMENT OF SECTION 9-80-095 OF MUNICIPAL CODE BY MODIFYING RESTRICTIONS OF STANDING OR IDLING OF CERTAIN VEHICLES.
[O2023-0001235]

A proposed ordinance to amend Title 9, Chapter 80, Section 095 of the Municipal Code of Chicago by prohibiting any person who owns or operates any motor vehicle powered by an internal combustion engine to stand with the engine running for more three minutes within any 60-minute period; adding additional exceptions for public passenger vehicles, mobile food vehicles, vehicles being loaded or unloaded of passengers or contents, vehicles engaged in the delivery of food and beverages, and vehicles used for any governmental purpose when necessary for such governmental purpose, and further, modifying penalties to provide a warning notice for the first violation unless such violating vehicle is diesel powered, which was *Referred to the Committee on Environmental Protection and Energy*.

Presented By

ALDERPERSON LAWSON (44th Ward):

Referred -- EXEMPTION OF OVER TORSTENSON GLASS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-1333/O2023-0001197]

A proposed ordinance to exempt Over Torstenson Glass from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3233 North Sheffield Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON MARTIN (47th Ward):

Referred -- CORRECTION OF MARCH 15, 2023 CITY COUNCIL JOURNAL OF PROCEEDINGS.

[O2023-0001244]

A proposed ordinance to correct the March 15, 2023 *Journal of the Proceedings of the City Council of the City of Chicago* for a substitute ordinance printed on pages 61159 through 61161 by inserting: "SECTION 2. This ordinance shall take effect upon passage and publication." after the last line on page 61161, which was *Referred to the Committee on Committees and Rules*.

Referred -- AMENDMENT OF CHAPTER 2-56 OF MUNICIPAL CODE REGARDING SELECTION AND APPOINTMENT OF INSPECTOR GENERAL AND PUBLIC SAFETY DEPUTY.

[O2023-0001245]

Also, a proposed ordinance to amend Title 2, Chapter 56, Sections 020 and 220 of the Municipal Code of Chicago regarding the selection of an inspector general and public safety deputy by requiring the Mayor and chair of the Committee on Ethics and Government Oversight to nominate a total of five members to be the selection committee; and to require the selection committee to select a national executive search firm to create a no less than 10-person pool of qualified persons, from which the selection committee shall nominate at least one person to the mayor for the role of inspector general; and further, to require the inspector general to fill any vacancy of the public safety deputy by selecting a nationally recognized organization to perform a nationwide search and create a no less than 10-person pool of qualified persons for the position of public safety deputy from which the inspector general shall nominate the most qualified candidate for City Council approval, which was *Referred to the Committee on Ethics and Government Oversight*.

Presented By

**ALDERPERSON MARTIN (47th Ward) And
ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward):**

Referred -- CALL ON COMMITTEE ON HEALTH AND HUMAN RELATIONS TO HOLD HEARING ON DEVELOPMENT AND DISTRIBUTION OF AT-HOME LEAD TESTING KITS.

[R2023-001248]

A proposed resolution calling on the Committee on Health and Human Relations to hold a hearing on the development and distribution of at-home lead testing kits for use by Chicago residents, which was *Referred to the Committee on Health and Human Relations*.

Referred -- CALL ON COMMITTEE ON HEALTH AND HUMAN RELATIONS TO HOLD HEARINGS ON CITY'S TRANSGENDER HIRING PRACTICES AND ASSESSMENT OF COMPLAINT PROCESSES, RESPONSES AND JURISDICTION OF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

[R2023-0001247]

Also, a proposed resolution calling on the Committee on Health and Human Relations to hold subject-matter hearings on the City's transgender hiring practices; the current status of City of Chicago software that incorporates name and gender; the availability and accessibility of all-gender restrooms in City of Chicago facilities; and an assessment of complaint processes, responses, and jurisdiction of the Equal Employment Opportunity Commission, which was *Referred to the Committee on Health and Human Relations*.

Presented By

ALDERPERSON HADDEN (49th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 49.29 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. CLARK ST.

[O2023-2239/O2023-0001204]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 49.29 which restricted the issuance of additional package

goods licenses on North Clark Street, from West Lunt Avenue to West Pratt Boulevard, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF SECTION 17-13-0103 OF MUNICIPAL CODE REGARDING SEPARATE SPECIAL USE APPLICATION FEES FOR CERTAIN FOR-PROFIT AND OTHER APPLICANT TYPES.

[O2023-2240/O2023-0001213]

Also, a proposed ordinance to amend Title 17, Chapter 13, Section 0103 of the Municipal Code of Chicago by modifying Section 17-13-0103-A regarding separate Special Use application fees of \$1,000 for for-profit applicants with more than 100 employees and Special Use application fees of \$500 for all other applicants, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON SILVERSTEIN (50th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 9 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 9-116 ENTITLED "TRAFFIC CRASH REVIEW AND ANALYSIS".

[O2023-0001253]

A proposed ordinance, presented by Alderpersons Silverstein, Dowell, Mitchell, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Burnett, Ervin, Taliaferro, Cruz, Cardona, Conway, Villegas, Mitts, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth and Hadden, to amend Title 9 of the Municipal Code of Chicago by adding new Chapter 9-116 entitled "Traffic Crash Review and Analysis" which requires the Chicago Department of Transportation to conduct a timely analysis of each fatal traffic crash within the City that is reported to the Department of Police; conduct periodic analyses to identify trends, patterns, and correlations associated with traffic crashes and identify potential actions to increase traffic safety based on analyses; and further, to require the Chicago Department of Transportation to make publicly available summary information related to fatal traffic crashes within the City and make publicly available an annual summary report on traffic crashes analyzed, which was *Referred to the Committee on Transportation and Public Way*.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (May 31, 2023)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, May 31, 2023 at 10:00 A.M., signed by her as such City Clerk.

Aldersperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AMENDMENT OF CHAPTERS 4-8 AND 17-9 OF MUNICIPAL CODE REGARDING LICENSING OF URBAN FARMS AND COMMUNITY GARDENS AND MODIFYING SECTION 7-38-142 CONCERNING PRODUCE MERCHANTS.

[SO2022-3989/SO2023-0002200]

On motion of Aldersperson Mitchell, the City Council took up for consideration the report of the Committee on Zoning, Landmarks and Building Standards, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 19, 2023, page 63084, recommending that the City Council *Pass* the proposed substitute ordinance printed on pages 63084 through 63088 amending Chapters 4-8 and 17-9 of the Municipal Code regarding licensing of urban farms and community gardens, and modifying Section 7-38-142 concerning produce merchants.

On motion of Aldersperson La Spata, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Alderspersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Aldersperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, All Chicagoans should be able to access nutritious, affordable, culturally appropriate food that is locally, sustainably, ethically, and fairly produced; and

WHEREAS, The City of Chicago recognizes that persistent structural food insecurity is a result of systemic inequities and racial biases within the food system; and

WHEREAS, The City likewise recognizes the need to move toward a vision of "food sovereignty" that requires addressing root causes within the food system and the intersections of the food system with poverty, structural racism, access to healthcare, and employment; and

WHEREAS, Urban agriculture provides a proven tool for improving the City's quality of life by increasing access to locally produced foods, transforming vacant lots into productive landscapes, and helping to support neighborhood stabilization and recovery; and

WHEREAS, Urban agriculture contributes to the local economy by generating living wage jobs, sales of food at farmers markets, grocery stores, restaurants, and on-site farm stands, and offering the opportunity for resident entrepreneurship in creating food-related small businesses; and

WHEREAS, Reducing barriers to urban agriculture is one of the five priorities of the Chicago Food Equity Agenda, a multiyear effort crafted in partnership with community and City representatives to transform the food system; and

WHEREAS, By clarifying the licensing requirements for the unique business activities of urban agriculture, the City can accommodate the growth of community gardens and urban farms, which provide access to healthy, locally grown produce; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-8-010 of the Municipal Code of Chicago is hereby amended by deleting the text struck through and by inserting the text underscored, as follows:

4-8-010 Definitions.

(Omitted text is unaffected by this ordinance.)

"Commissioner" means the Commissioner of the Department of Public Health of the City of Chicago, unless otherwise stated.

"Community garden" means a garden that meets the description and requirements of Section 17-9-0103.5 and subsection (1) of Section 17-17-0103-F of this Code.

(Omitted text is unaffected by this ordinance.)

"Produce merchant" means any person who sells produce outdoors from a produce stand, and who conducts at least 33 percent of his operations in areas underserved by grocery stores, as defined herein, that is in compliance with all applicable requirements of the Chicago Zoning Ordinance, including, but not limited to, any requirement prohibiting commercial sales within residential districts, and whose stand is (1) located on a private or public property with the written permission of the property owner, or located on the public way in connection with a valid public way use permit issued pursuant to section Section 10-28-060 of this Code; (2) Code, and removed in its entirety from such private property or public way at the end of each business day; and (3) in compliance with all applicable requirements of the Chicago Zoning Ordinance, including, but not limited to, any requirement prohibiting commercial sales within residential districts or (2) located on a private property or public property that contains a community garden or urban farm, with the written permission of the property owner.

(Omitted text is unaffected by this ordinance.)

"Urban farm" means a farm that meets the description and requirements of Sections 17-9-0103.3 and 17-17-0104-H of this Code.

"Utensil" shall have the meaning ascribed to that term by the FDA Food Code.

(Omitted text is unaffected by this ordinance.)

"Wholesale food establishment" means any building, room, stand, enclosure, place or establishment used as a place of business for the preparation, manufacture, canning, baking, bottling, packing, distribution, storage, selling or offering for sale at wholesale any article of food, confection, condiment, drink or ice used or intended for human consumption, or any such article which is an ingredient of, used for, mixed with or which enters into the composition of any such food, confection, condiments, drink or ice. The term shall include cold storage establishments, establishments; confectionery manufacturers; slaughtering, rendering, and packing establishments; milk plants and wholesale milk distributors; frozen dessert plants and wholesale frozen dessert

distributors; and wholesale itinerant food dealers. The term shall not include produce stands used in conjunction with and accessory to community gardens or urban farms.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-8-020 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, as follows:

4-8-020 Licensing Requirements -- Exceptions.

(Omitted text is unaffected by this ordinance.)

(2) Produce Merchant -- License Required. No person shall engage in the business of a produce merchant, or operate or maintain a produce stand, without first having obtained a mobile food vendor license to engage in a produce merchant business.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 7-38-142 of the Municipal Code of Chicago is hereby amended by deleting the text struck through and by inserting the text underscored, as follows:

7-38-142 Produce Merchants -- Operational Requirements -- Unlawful Acts.

It shall be unlawful for any produce merchant to engage in any of the following activities at any produce stand operated by such produce merchant:

(Omitted text is unaffected by this ordinance.)

(5) To use a portable generator at such produce stand or to connect such produce stand to water, electrical or utility services of any type. Provided, however, that a produce stand located on a private property that contains a community garden or urban farm may use electricity in compliance with all applicable provisions of this Code;

(Omitted text is unaffected by this ordinance.)

(17) ~~To~~ Except in conjunction with and accessory to a community garden or urban farm, to operate a produce stand directly in front of or immediately adjacent to any fixed business engaged in the business of selling the same produce as sold at the produce stand, or to operate a produce stand within 200 feet of another produce stand.

(18) To sell produce from a community garden or urban farm unless the community garden or urban farm utilizes raised beds or engineered barriers to separate the growing media from the naturally formed or deposited soil.

SECTION 4. Section 17-9-0103.5-D of the Municipal Code of Chicago is hereby amended by inserting the text underscored, as follows:

17-9-0103.5-D Sales on site are limited to: (1) incidental sales of plants or produce generated on site; or (2) sales of produce generated on site and made pursuant to the issuance of a mobile food vendor license to engage in a produce merchant business.

SECTION 5. Section 17-9-0201-C of the Municipal Code of Chicago is hereby amended by inserting the text underscored, as follows:

17-9-0200 Accessory Uses, Buildings And Structures.

17-9-0201-C An accessory building or structure, other than a coach house constructed pursuant to Section 17-9-0201-F(13) or a produce stand established pursuant to Section 17-9-0302, may not be constructed on any lot before the construction of the principal building to which it is accessory.

SECTION 6. Section 17-9-0300 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, as follows:

17-9-0300 Temporary Uses.

(Omitted text is unaffected by this ordinance.)

17-9-0302 Produce Stands. Produce stands are allowed in any zoning district when accessory to an allowed community garden or urban farm.

17-9-0302-A A produce stand must be located on the same lot as the community garden or urban farm and may not: (1) be located closer than 15 feet from the front property line in a residential district; (2) be located closer than 5 feet from any side property line; (3) exceed 150 square feet in area; or (4) exceed 15 feet in height above the ground.

17-9-0302-B Produce stands lawfully established after May 1, 2023, may not be operated on a lot that contains one or more dwelling units.

SECTION 7. Following due passage and approval, this ordinance shall take effect on May 1, 2023.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

Latasha R. Thomas, former Alderperson of the 17th Ward.

Guests in attendance for resolution recognizing Alpha Kappa Alpha Sorority: Loann Honesty King, Theta Omega; Sonya L. Bowen, Lambda Alpha Omega; Mary Anthony, Theta Omega; Mary Robinson, Theta Omega; Felicia Stanton Gray, Theta Omega; Tasha Williams Smith, Chi Omega Omega; Robina Linear King, Lambda Mu Omega; Carolyn Hankins, Lambda Mu Omega; Marianne Stallworth, Phi Kappa Omega; Bertha Kyles, Tau Gamma Omega; Latrice Eggleston Williams, Xi Nu Omega; and Schundra Hubbard, ABDO.

Guests in attendance for resolution recognizing Pride Month: Antonio King, LGBTQ+ Liaison, Chicago Department of Public Health; Maliyah Arnold, member, Mayor Johnson's LGBTQ+ Advisory Council; Precious Brady-Davis, trans-activist and author; Channyn Parker, CEO, Brave Space Alliance; Iggy Ladden, executive director, Chicago Therapy Collective; Alexis Martinez, board president, Chicago Therapy Collective; Parker Haines, Chicago Therapy Collective; Fabiana Malary, Chicago Therapy Collective guest; Searah Deysak, Hire Trans Now employer, Early to Bed; Paul Ruffino, Hire Trans Now employer, Rattleback Records; Zach Engel, Hire Trans Now employer, Galit; Stefanie Clark.

Guests in attendance for resolution recognizing Juneteenth: Theodore Joseph Crawford, Garfield Park Rite to Wellness Collaborative, Juneteenth Planning Coalition; Torrence Gardner, Chief of Staff, Representative Kelly Cassidy, District 14, Juneteenth Planning Commission; LaCreshia Birts, Garfield Park Rite to Wellness Collaborative, Juneteenth Planning Coalition; Katelyn Johnson, executive director, Black Roots Alliance; Lorne Runnels, Black Roots Alliance; Richard Wallace, Black Roots Alliance; Alonzo Waheed; Sherman Dilla Thomas; Richard Wallace, Equity and Transformation; Anton Seals, Grow Greater Englewood; and Delisa Perry, Black Roots Alliance.

Time Fixed For Next Succeeding Regular Meeting.

[O2023-0001281]

By unanimous consent, Alderperson Mitchell presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, July 19, 2023, beginning at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, July 19, 2023, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in black ink, reading "Andrea M. Valencia". The signature is written in a cursive, flowing style.

ANDREA M. VALENCIA,
City Clerk.